

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

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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

## Addendum No. 1

RFQ: GSD076409

Project: Building 31 Plaster Repairs

### Questions and Answers

- The scope is revised to "areas to be repaired (painted include those annotated on the floor plan printouts, and the entire stairwell areas, from ceiling to floor including stairs."
- For clarification, a 5% bid bond is required for this project in conjunction with Section III Subsection I.
- Re-plastering will be performed in accordance with the following attached Specification Section 09210
- The paint utilized on the walls will consist of Pittsburg paint P?N 6-411, Dover White, Eggshell finish.
- Paint utilized on steps and handrails will consist of two coat of a high-quality, semi-gloss enamel. Color to be selected by the Owner based on original paint colors. The Base Bid for preparation of these areas shall include removal of existing damaged and flaking paint down to a solid intact compatible paint material. Provide an Alternate Add Price" for the chemical removal of existing paint, cleaning the existing surface and priming.
- Wooden stair hand rails shall be removed, refinished, and replaced after completion of plaster work and painting. Remove original varnish and refinish to match other original wood finishes in the building. Provide a sample section of handrail from an upper landing area refinished using three alternative techniques for review and approval prior to proceeding with handrail restoration. Sample finishes shall include urethane, varnish, or other refinishing techniques as selected by Owner following discussions with Contractor at the beginning of the project. Final finish may be provided with a satin urethane finish for durability. Provide chemical cleaning of original varnish, minimize sanding to protect original surfaces.

- Brass radiator covers (10 in Main Capitol Building) will be removed, strip paint from covers, restore brass finish to match other unpainted radiator covers in the building and replace covers after surrounding wall painting. Note that there are two bronze finishes with polished outer surfaces and cast recessed surface. Provide refinished covers with protective surface coating.
- Exposed radiators in the East and West Wing stairwells will be removed, pipes temporarily capped, strip paint from radiators, provide one coat of primer and two coats of high temperature paint of color as selected by Owner.
- Wall sconces in the stairwells—remove original wall mounted light fixtures in the stairways and provide temporary light fixtures during stairway restoration. To prevent damage to existing fixtures, turn over to Owner during construction and reinstall original fixtures at completion of work.
- Windows and window frames in the stairwells will be cleaned on the interior side utilizing appropriate glass and metal cleaners. No painting of metal window frames will be required.
- All work shall be completed within four hundred sixty (460) days (approximately fifteen months) from signing of contract. Liquidated damages shall be assessed at the rate of seventy-five (\$75) per calendar day for each calendar day to substantial completion.
- Coordinate temporary stairwell closings with Owner. Do not close more than two stairwells per building at any one time. Adjacent stairwells shall not be closed simultaneously. Provide barricades around all work areas and provide signage at closed stairwells directing occupants to nearest exit.

004

## SECTION 09210 - GYPSUM PLASTER

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Gypsum plastering.
  - 2. Metal lath.
- B. Product Data: Provide product information and mix design for plaster materials.

#### 1.2 QUALITY ASSURANCE

- A. Mockups: Provide mockup of each molding shape to verify selection shape, demonstrate aesthetic effects and qualities of materials and execution. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

#### 1.3 PROJECT CONDITIONS

- A. Environmental Requirements, General: Comply with requirements of referenced plaster application standards and recommendations of plaster manufacturer for environmental conditions before, during, and after plaster application.

### PART 2 - PRODUCTS

#### 2.1 LATH

- A. Expanded-Metal Lath: ASTM C 847, fabricated from uncoated or zinc-coated (galvanized) steel sheet and with uncoated steel sheet coated with corrosion-resistant coating after fabrication into lath. Use either Diamond-Mesh Lath: Flat., Weight: 2.5 lb/sq. yd. or Ribbed Flat, rib depth of not more than 1/8 inch, Weight: 2.75 lb/sq. yd.

#### 2.2 ACCESSORIES

- A. General: Complying with ASTM C 841; coordinate depth of accessories with thicknesses and number of plaster coats required.
- B. Metal Cornerbeads: Fabricated from zinc-coated (galvanized) steel.

- C. Strip Reinforcement: Smooth-edge strips of expanded-metal lath fabricated from uncoated or zinc-coated (galvanized) steel sheet, with uncoated steel sheet coated after fabrication.

## 2.3 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
- B. Bonding Compound: ASTM C 631.
- C. Caulk or sealant: Nonsag, paintable, nonstaining, latex sealant complying with ASTM C 834.

## 2.4 PLASTER MATERIALS

- A. Base-Coat Plasters: ASTM C 28, as follows:

- 1. Gypsum neat plaster: National Gypsum Co.; Two-Way Hardwall Plaster; United States Gypsum Co.; Red Top; Or equal.
- 2. Gypsum wood-fibered plaster: United States Gypsum Co.; Red Top Wood Fiber Plaster.

Do not use perlite aggregate for base coat plasters.

- B. Finish-Coat Plasters:

- 1. Gypsum gauging plaster, ASTM C 28.
- 2. Gypsum ready-mixed finish plaster, manufacturer's standard mill-mixed gauged interior finish.
- 3. Gypsum Keene's cement, ASTM C 61.
- 4. Gypsum casting and molding plaster, ASTM C 59, in color indicated or, if not otherwise indicated, as selected from manufacturer's standard white and gray colors.

- C. Finishing Hydrated Limes: ASTM C 206.

- 1. Type: S, special, or N, normal, hydrated lime for finishing purposes.
- 2. Finishing Hydrated Limes, Type S:
- 3. Finishing Hydrated Limes, Type N:

- D. Aggregates for Base-Coat Plasters: ASTM C 35, Type: Sand

- E. Aggregates for Finish-Coat Plaster with Floated Finish: ASTM C 35; graded per ASTM C 842.  
Type: Sand

- F.

## 2.5 PLASTER MIXES AND COMPOSITIONS

- A. Plaster Base-Coat Compositions: Comply with ASTM C 842 and manufacturer's written instructions for plaster base-coat proportions.
  - 1. Three-Coat Work over Metal Lath: Scratch coat, gypsum wood-fibered plaster, neat or with job-mixed sand; brown coat, gypsum wood-fibered plaster with job-mixed sand.
  - 2. Two-Coat Work over Unit Masonry: Base coats, gypsum wood-fibered plaster with job-mixed sand or Gypsum neat plaster with job-mixed sand to match original.
  - 3. Two-Coat Work over Concrete: Base coats of gypsum neat plaster with job-mixed sand.
- B. Finish Coats: Proportion materials for finish coats to comply with ASTM C 842 and manufacturers written instructions for each type of finish coat and texture indicated.
  - 1. High-Strength Gypsum Gauging Plaster: 1 part plaster to 1 part lime.
  - 2. Gypsum Keene's Cement: 4 or 2 parts plaster to 1 part lime to match existing.
  - 3. Floated Finishes:
    - a. Gypsum Gauging Plaster: 1 part plaster, 2 parts lime, 6 parts sand.
    - b. Gypsum Keene's Cement: 2 parts plaster, 1 part lime, 6 parts sand.

## PART 3 - EXECUTION

### 3.1 INSTALLATION OF LATH AND FURRING, GENERAL

- A. Interior Lathing and Furring: Comply with ASTM C 841.
- B. Install supplementary framing, blocking, and bracing at terminations in Work and for support of fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, and similar work to comply with details indicated or, if not otherwise indicated, to comply with applicable written instructions of plaster manufacturer or, if not available, in USG's "Gypsum Construction Handbook."
- C. Isolation: Where lathing and metal support system abuts building structure horizontally and where partition or wall abuts overhead structure, isolate from structural movement to prevent transfer of loading from building structure.
  - 1. Frame both sides of control joints independently and do not bridge joints with furring and lathing or accessories.

### 3.2 METAL LATHING

- A. Install expanded-metal lath for the following applications where plaster base coats are required. Provide appropriate type, configuration, and weight of metal lath selected from materials indicated that comply with referenced lathing installation standards.
  - 1. Suspended and Furred Ceilings: Use diamond-mesh lath.

2. Vertical Metal Framing and Furring: Use diamond-mesh lath and cold-rolled channel stud framing.

### 3.3 PREPARATION OF EXISTING SURFACES

- A. Remove existing damaged plaster down to solid original material. Step finish, scratch and brown coat layers of plaster back to provide lap over lower layers and key new plaster into existing layers below. (See Detail 1 at end of specification.)

### 3.4 PLASTER APPLICATION, GENERAL

- A. Protect contiguous Work from damage and deterioration caused by plastering with temporary covering and other provisions necessary.
- B. Prepare monolithic surfaces for bonded base coats and use bonding compound to comply with requirements of referenced plaster application standards for conditioning monolithic surfaces.
- C. Tolerances: Do not deviate more than plus or minus 1/16 inch from a true plane in finished plaster surfaces.
- D. Sequence plaster application with installation and protection of other work so that neither will be damaged by installation of other.

### 3.5 PLASTER APPLICATION

- A. Plaster Application Standard: Comply with ASTM C 842.
- B. Mechanically mix cementitious and aggregate materials for plasters to comply with applicable referenced application standard and with recommendations of plaster manufacturer.
- C. Number of Coats: Number of coats of plaster shall match existing conditions, in general provide brown, scratch and finish coats over metal lath; scratch and finish coats over ceramic or concrete masonry and two coats over concrete.
- D. Finish Coats: Match existing adjacent surfaces.

### 3.6 CUTTING, PATCHING, AND CLEANING

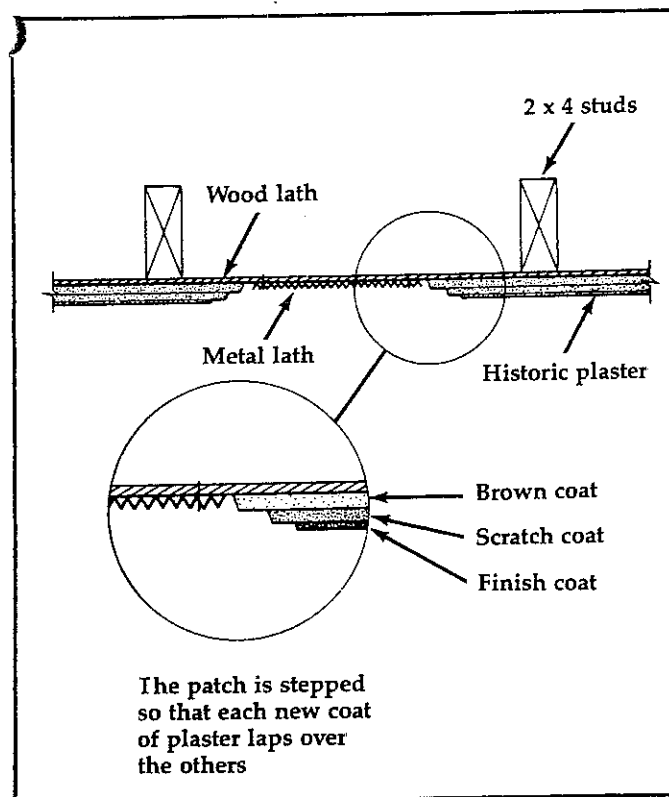
- A. Cut, patch, replace, and repair plaster as necessary to accommodate other work and to restore cracks, dents, and imperfections. Repair or replace work to eliminate blisters, buckles, excessive crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.
- B. Leave plaster ready for painting.



- C. Remove temporary protection and enclosure of other work. Promptly remove plaster from door frames, windows, and other surfaces not to be plastered. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

### 3.7 PAINTING

- A. Do not paint surfaces until plaster has dried sufficiently to provide a stable surface for painting.
- B. Prime surface with alkaline-resistant primer recommended by paint manufacturer for plaster surfaces and provide two compatible finish coats of paint to match existing.



Detail 1 – Plaster Patch

END OF SECTION 09210



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
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# Request for Quotation

RFQ NUMBER

GSD076409

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL  
304-558-2596

RFQ COPY  
TYPE NAME/ADDRESS HERE

Danhill Construction Company  
PO Box 685  
Gauley Bridge, WV 25085

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING 1  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV  
25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
11/01/2006						
BID OPENING DATE: 12/13/2006		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-42		\$1,100,000.00
REPAIRS TO PLASTER, MAIN CAPITOL BUILDING						
REQUEST FOR QUOTATION						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S GENERAL SERVICE DIVISION, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH PLASTERING REPAIR AND PAINTING IN BUILDING 1 OF THE CAPITOL COMPLEX LOCATED IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID MEETING WILL BE HELD ON NOVEMBER 16, 2006 AT 10:30 AM IN ROOM MB-60 OF THE MAIN CAPITOL BUILDING. ALL INTERESTED BIDDERS MUST ATTEND THIS MEETING. VENDORS FAILING TO ATTEND THE MANDATORY PRE-BID MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.						
TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA EMAIL AT KFERRELL@WVADMIN.GOV OR VIA FAX AT 304-558-4115. TECHNICAL QUESTIONS MAY ALSO BE SUBMITTED DURING THE MANDATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS NOVEMBER 27, 2006 AT 5PM. QUESTIONS RECEIVED BOTH FROM THE MANDATORY PRE-BID MEETING AND THOSE RECEIVED PRIOR TO THE DEADLINE WILL BE ANSWERED BY ADDENDUM. QUESTIONS CONCERNING THE SUBMISSION OF A VENDOR'S BID MAY						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
Robert D. Hill		632-1600		12-20-06		
TITLE		FAX		ADDRESS CHANGES TO BE NOTED ABOVE		
President		55-0648251				

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2019 Washington Street East  
Post Office Box 50130  
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Department of Administration  
Purchasing Division  
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25305 304-558-3517

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11/01/2006				
BID OPENING DATE: 12/13/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BE SUBMITTED AT ANY TIME AND IN ANY FORMAT.						
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. (EXPECTED COMPLETION WILL BE ADDRESSED AT THE MANDATORY PRE-BID MEETING.)						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>R.D. Hill</i>	632-1600	12-20-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0648251	

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OF THIS CONTRACT:						
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.						
( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.						
(XX) BONDS: A BID BOND IS NOT REQUIRED FOR THIS PROJECT. THE SUCCESSFUL BIDDER SHALL FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.						
( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.						
REV. 11/00						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	R. D. HILL	TELEPHONE	632-1600	DATE	12-20-06
TITLE	President	FAX	55-0048251	ADDRESS CHANGES TO BE NOTED ABOVE	

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LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PROJECTS						
IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.						
FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.						
IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
Robert D. Hill	632-1600	12-20-06	
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Purchasing Division  
2019 Washington Street East  
Post Office Box 50130  
Charleston, WV 25305-0130

## Request for Quotation

RFQ NUMBER

GSD076409

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

**Danhill Construction Company**  
**PO Box 685**  
**Gauley Bridge, WV 25085**

**DEPARTMENT OF ADMINISTRATION**  
**GENERAL SERVICES DIVISION**  
**BUILDING 1**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305 304-558-3517**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/01/2006				

BID OPENING DATE: 12/13/2006 BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>President</i>	032-1400	12-20-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	55-0648251	

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







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

# Request for Quotation

RFQ NUMBER
GSD076409

PAGE
7

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

**Danhill Construction Company**  
**PO Box 685**  
**Gauley Bridge, WV 25085**

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING 1  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV  
25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/01/2006				

BID OPENING DATE:

12/13/2006

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE:						
CONTRACTORS NAME: ..... <i>Danhill Construction Co.</i> .....						
CONTRACTORS LICENSE NO.: .. <i>WV.00.11.96</i> .....						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>President</i>	<i>632-1600</i>	<i>12-20-06</i>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	<i>55-0648251</i>	

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



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

## Request for Quotation

RFQ NUMBER
GSD076409

PAGE
8

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

**Danhill Construction Company**  
**PO Box 685**  
**Gauley Bridge, WV 25085**

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING 1  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV  
25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/01/2006				
BID OPENING DATE: 12/13/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.						
REV. 1/2005						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: KF-21						
REQ. NO.: GSD076409						
BID OPENING DATE: 12/13/2006						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>President</i>	632-1600	12-20-06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
	55-0648251	

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



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

# Request for Quotation

RFQ NUMBER
GSD076409

PAGE
9

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

**Danhill Construction Company**  
**PO Box 685**  
**Gauley Bridge, WV 25085**

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING 1  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV  
25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/01/2006				

BID OPENING DATE:

12/13/2006

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID: ----- DAN HILL 304 632-1501 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- DAN HILL -----						
***** THIS IS THE END OF RFQ GSD076409 ***** TOTAL:						\$ 1,100,000.00
1) Alternate price to Chemically Remove paint						\$ 208,000.00
2) Plaster repair per sq ft						\$ 225.00
3) Plaster repair per linear ft						\$ 345.00
4) per 100 hrs						\$ 9,989.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Robert D. Hill	TELEPHONE	632-1600	DATE	12-20-06
TITLE	President	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**REQUEST FOR QUOTATION  
BUILDING 1 PLASTER REPAIRS AND PAINTING  
DEPARTMENT OF ADMINISTRATION OWNED FACILITIES**

010

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide plaster repair and painting in Building 1 of the Capitol Complex.

**I. SCOPE**

The objective of this proposal is to obtain provide plaster repair and painting as shown on Attachment Drawings A, B, C, D, E, F, G, H, I, J, K and L. This contract will be performed in three phases; the first phase will include the main unit, the second phase will include the east wing, and the third phase will include the west wing. Additional areas located by means of "discovery" during the performance of repairs will be documented and a value assigned based on an hourly fee (to include labor and typical plaster material) furnished by the vendor.

Repairs and painting are defined as all work necessary to remove existing damaged plaster and associated paint (to include lead where applicable), replaster to match existing trim in a given area, painting completed plaster to match existing trim, and dispose of associated refuse. The successful contractor is required to clean the work area on a daily basis. Plaster is to be mixed and applied in accordance with generally accepted plastering practices.

The awarding of this contract will be made to the lowest-cost, qualified vendor based on the total bid for the existing work PLUS 100 hours at the rate listed above. It is anticipated that this work may be completed during the normal business hours of 7:00am to 7:00pm, Monday through Friday; however, schedules may require adjustment depending on events such as Legislative sessions or special meetings by the Governor.

A mandatory pre-bid for this project is scheduled for November 16, 2006 at 10:30 pm in room MB-60 of the Main Capitol Building.

**II. DEFINITIONS**

- 
- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, WV 25305, shall hereinafter be called the "Owner".
  - B. The service organization on the specifications shall hereinafter be called the "Contractor".
  - C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
  - D. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.

### III. GENERAL CONDITIONS

- A. The qualified Contractor will perform plaster repair and painting. Bidders must supply references (at least 3) indicating their capabilities to perform the necessary plaster repairs and painting. The qualified contractor will have at least 5 years of plaster repair and painting experience in the field of this contract. It is preferred that the vendor supply this information with their bid. The agency reserves the right to request this information. Vendors must submit any requested information with 48 hours of receipt of the request. Vendors failing to submit this information may be disqualified.
- B. Two copies (one original and one copy) of invoices will be submitted for payment monthly (in arrears) and must include the following information:

Invoices shall be mailed to the following address:

General Services Division  
1900 Kanawha Blvd. E.  
Building 1, Room MB-60  
Charleston, WV 25305

- C. The relationship of the Contractor to the Owner 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 Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or sub-contractors of the Contractor shall be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor 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. The Contractor shall not assign, convey, transfer, sub-contract, 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 Agency.
- D. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, 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 Contractor, 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 Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.

- E. This contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations
- F. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- G. The Contractor shall pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
- H. Contractor will be responsible for parts and materials as follows:
  - 1. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
  - 2. Contractor will furnish warranty of 12 months for labor and materials.
- I. Vendors must submit with their bid a bid bond for 5% of the total amount of the bid payable to the State of West Virginia. The bidder shall also furnish a performance bond and labor/material bond for one hundred (100%) of the amount of the contract prior to contract award. ~~Bonds may be provided in the~~ form of a certified check, irrevocable letter of credit, or bond furnished by a solvent surety company authorized to do business in the State of West Virginia. A letter of credit submitted in lieu of a performance and labor/material bond will only be allowed for projects under \$100,000.00. Personal or business checks are not acceptable in lieu of the performance bond or labor/material bond.

#### IV. AWARD CRITERIA

GSD B1 Plaster Repair and Painting RFQ 2006

013

A. The State shall award this contract to the contractor meeting the experience requirements with the lowest overall project bid (including additional hours at the hourly rate bid). Each vendor is preferred that vendors submit a proposed project timetable, per phase, as part of their bid. The agency reserves the right to request this information. Vendors must provide this information within 48 hours of the request. Vendors failing to provide this information within the given time frame may be disqualified.

B. All inquiries of specification clarification must be addressed to:

Krista Ferrell, Senior Buyer  
Purchasing Division  
P.O. Box 50130  
Charleston, WV 25305-0130  
Fax: (304) 558-4115  
kferrell@wvadmin.gov

1plaster.doc

# NOTE

**This RFQ contains drawings too large to scan. A copy has been provided for reference (only); however, each vendor is responsible for the actual full size drawings.**

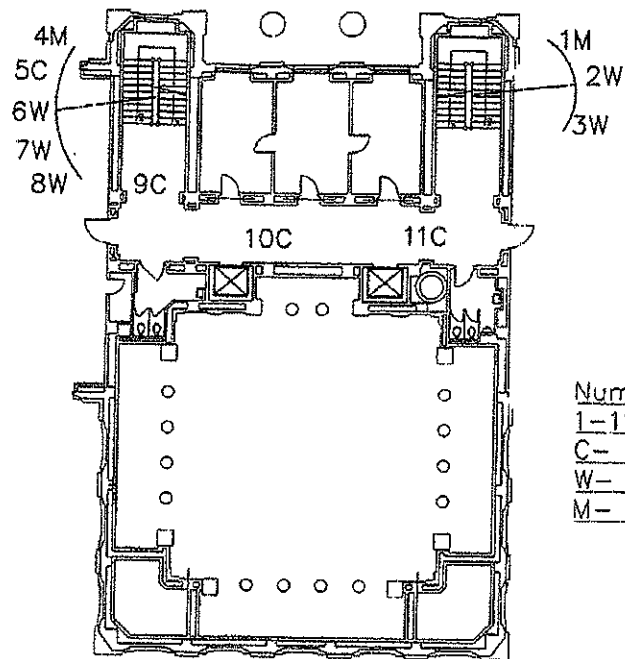
**To obtain a copy of these drawings, please contact the bid request line at 304-558-2063.**

---



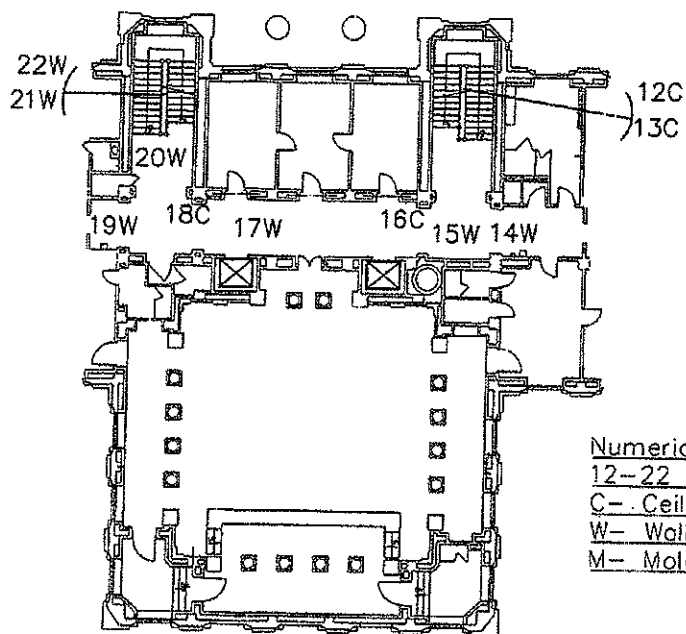
GSD PLASTER PROJECT  
PHASE 2  
ATTACHMENT A

BUILDING 1  
EAST WING  
4TH FLOOR &  
UPPER  
STAIRWELLS

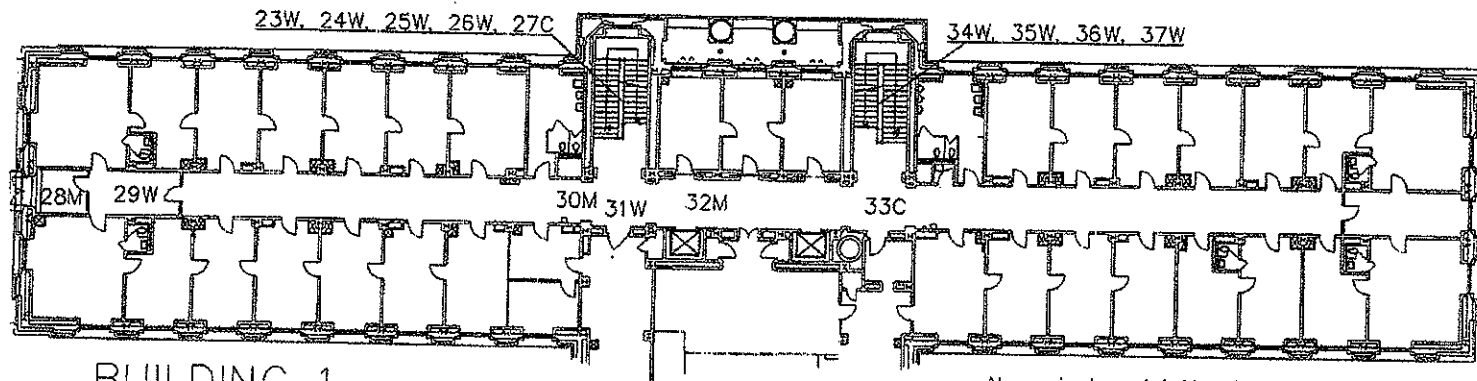


GSD PLASTER PROJECT  
PHASE 2  
ATTACHMENT B

BUILDING 1  
EAST WING  
3RD FLOOR &  
UPPER  
STAIRWELLS



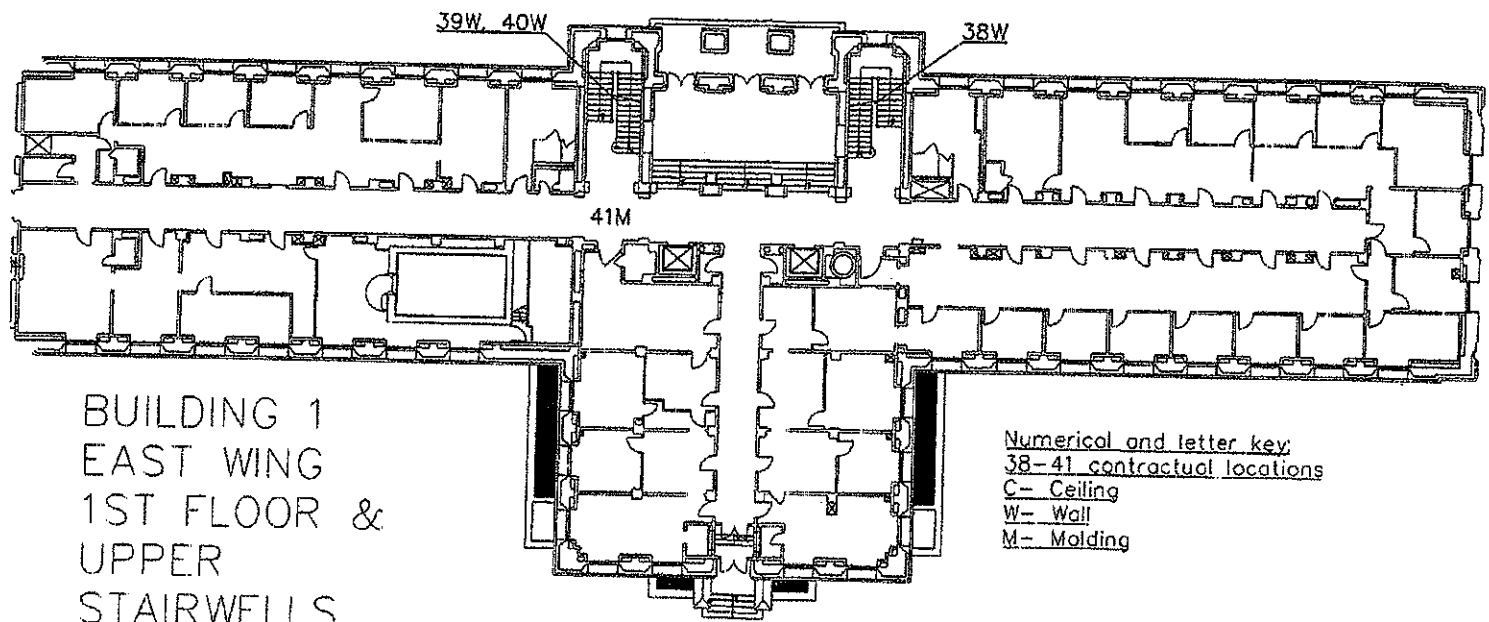
GSD PLASTER PROJECT  
PHASE 2  
ATTACHMENT C



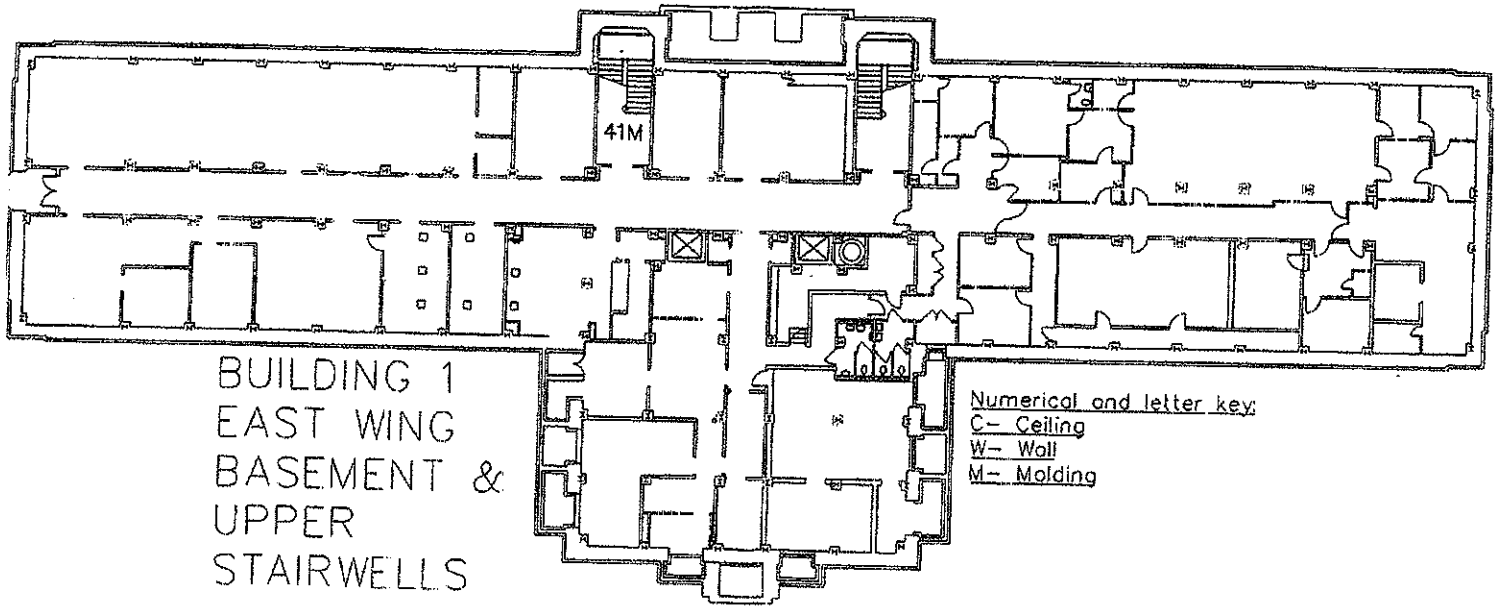
BUILDING 1  
EAST WING  
2ND FLOOR &  
UPPER  
STAIRWELLS

Numerical and letter key:  
23-37 contractual locations  
C- Ceiling  
W- Wall  
M- Molding

GSD PLASTER PROJECT  
PHASE 2  
ATTACHMENT D



GSD PLASTER PROJECT  
PHASE 2  
ATTACHMENT E



**A F F I D A V I T**

020

**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

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

**EXCEPTION:**

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

**LICENSING:**

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: DANKILL Construction Company

Authorized Signature: Robert D. Hill Date: 12-20-06

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company  
of Gauley Bridge, West Virginia, as Principal, and Colonial Surety Co.  
of Montvale, New Jersey, a corporation organized and existing under the laws of the State of NJ  
with its principal office in the City of Montvale, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Fifty Five Thousand (\$ 55,000.00) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Plastering Repairs and Painting of Building 1, Capitol Complex,  
Charleston, WV

**NOW THEREFORE,**

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

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

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

20 day of December, 20 06.

Principal Corporate Seal

Danhill Construction Company  
(Name of Principal)  
By Robert D. Hill  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

Colonial Surety Company  
(Name of Surety)  
Anthony J. Cimasko  
Anthony J. Cimasko  
Attorney-In-Fact

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

**Colonial Surety Company**

Administrative Office  
50 Chestnut Ridge Road  
Montvale, NJ 07645

**CONSENT OF SURETY**

DOA General Services Division  
Bldg. 1, Capitol Complex, 1900 Kanawha Blvd.  
Charleston , WV 25305

RE: **Plastering Repairs and Painting Capitol Building Number One.**

COLONIAL SURETY COMPANY organized and existing under the laws of the Commonwealth of Pennsylvania and duly qualified to transact business in the State of WV hereby agrees that **Danhill Construction Company**

**Glen Ferris** , WV  
has submitted a proposal on the captioned project. We hereby agree that in the event an award is made to **Danhill Construction Company**

**Glen Ferris** , WV  
that we will provide the required performance, payment and/or maintenance bonds.

Signed and sealed this 20th day of December 2006.

**COLONIAL SURETY COMPANY**

BY: Anthony J. Cimasko  
Anthony J. Cimasko (Attorney-in-Fact)



# COLONIAL SURETY COMPANY

Duncannon, Pennsylvania  
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

## GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Anthony J. Cimasko

of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

### Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 8th day of September, A.D., 2006.

State of New Jersey }  
County of Bergen } SS.:



COLONIAL SURETY COMPANY

By

Wayne Nunziata  
Wayne Nunziata, President

On this 8th day of September, in the year 2006, before me  
Theresa Simmons, a notary public, personally appeared  
Wayne Nunziata, personally known to me to be the person who  
executed the within instrument as President, on behalf of the corporation therein named and  
acknowledged to me that the corporation executed it.



THERESA SIMMONS  
A Notary Public of New Jersey  
My Commission Expires September 2, 2010

Theresa Simmons  
Theresa Simmons

Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation."

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 20th day of December, 20 06.

For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

Frederick S. Gallo  
Frederick S. Gallo, Secretary

**COLONIAL SURETY COMPANY**  
Duncannon, Pennsylvania  
- Inc 1930 -

**FINANCIAL STATEMENT—DECEMBER 31, 2005**

ASSETS		LIABILITIES & SURPLUS	
*Stocks and Bonds .....	\$ 12,255,229	Reserve for Unearned Premiums .....	\$3,684,180
Cash in Office & Banks .....	1,082,697	Claim Reserves .....	4,718,200
Accrued Interest & Dividends .....	147,974	Other Liabilities .....	878,698
Premiums & Agents Balances Receivable .....	1,308,990	Collateral Held .....	612,796
Other Assets .....	1,306,921	Capital Stock .....	1,500,000
.....		Surplus .....	4,707,937
Total Admitted Assets .....	16,101,811	Total Liabilities & Surplus .....	16,101,811

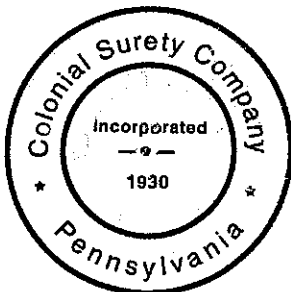
\*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

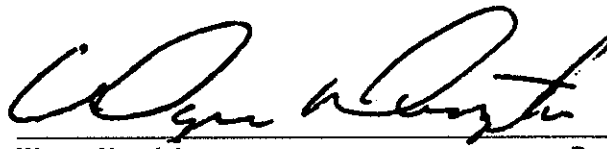
**STATE OF NEW JERSEY**  
**COUNTY OF BERGEN**

**ss.:**

I, Wayne Nunziata, President of COLONIAL SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2005.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 15th day of February, 2006.



  
Wayne Nunziata President

  
Julia E. Saunders Notary Public

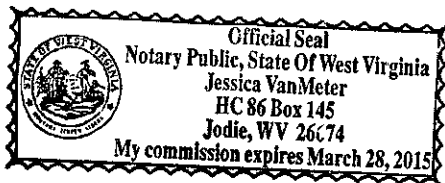
**Julia E. Saunders**  
**A Notary Public of New Jersey**  
My Commission Expires August 5, 2010

State of West Virginia  
County of Fayette

AND NOW, this 20th day of December, in the calendar year of 2006, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, Anthony J. Cimasko, attorney-in-fact and Vice President of Colonial Surety Company, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of West Virginia  
My Commission Expires on March 28 2015



Notary Public in and for the

County of Fayette  
State of West Virginia

Jessica VanMeter  
NOTARY PUBLIC

# Danhill Construction Co.

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P.O. Box 685  
Gauley Bridge, WV 25085  
Office: (304) 632-1600  
Fax: (304) 632-1501  
Residence: (304) 632-1558

To Whom It May Concern:

Re: Work experience

Danhill Construction Company has been in business for thirty years and has restored numerous buildings that has plastering and painting involved in the contract. I will be using Danhill Construction Company employees and two sub-contractors, MBC Construction for plastering and Premier Painting for painting. MBC Construction has done plaster repairs in the capitol building for WQ Waters Company and others. Shelby McNealy, owner of MBC Construction has ten years plaster experience. Premier painting owned by Bill Cowen has 10 years painting experience and is an excellent painter.

**Reference:**

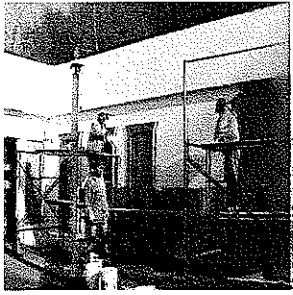
United Bank, Betty Gilkerson  
4<sup>th</sup> Ave  
Montgomery, WV 25136

West Virginia University Institute of Technology, Jim Darling  
Maintenance Director  
2<sup>nd</sup> Ave  
Montgomery, WV 25136

City of Spencer, Larry Browne  
601 Market Street  
Spencer, WV 25276

Respectfully Submitted,

  
Robert D. Hill



**MBC CONSTRUCTION**  
825 Austin Drive  
St. Albans W.V. 25177  
(304) 395-2584 (304) 395-2785  
Fax (304) 722-2733

Per your request the following is a list of Contractors we do work for:

Ford Associates 638-5906  
Maynard C. Smith Construction Co. 925-3190  
Plott & Holbrook Construction Co. 346-0332  
W.Q. Watters 744-9431  
James Rupe 546-8084

If you have any questions feel free to call me at 395-2785.

Michelle McNealy  
Secretary

*Michelle McNealy*  
12-19-06

# State Capital Plaster Restoration



6/19/2006

After



6/19/2006

Before



6/19/2006

Before



6/19/2006

After