



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
WSH70314

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER
304-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

PROPERTY

Southern Corison Inc.
738 Helma Rd.
Roanoke Rapids, NC
27850

SHIP TO

HEALTH AND HUMAN RESOURCES
WILLIAM R. SHARPE JR. HOSPITAL

936 SHARPE HOSPITAL ROAD
WESTON, WV
26452 **304-269-1210**

DATE PRINTED 01/24/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **02/27/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** BID BOND REQUIRED WITH BID ***** MANDATORY PRE-BID ON 2/8/2007 @ 11:00 AM. *****						
0001	1	EA		968-61	\$152,551.00	\$152,551.00
CONTRACT TO UPGRADE AND PAINT WATER TOWER CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIAL, EQUIPMENT NECESSARY TO UPGRADE AND PAINT A 250,000 GALLON WATER SPHEROID TOWER LOCATED AT WILLIAM R SHARPE JR HOSPITAL, 936 SHARPE HOSPITAL ROAD, WESTON, WV 26452 IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. MANDATORY PREBID CONFERENCE: THERE WILL BE A MANDATORY VENDOR PREBID CONFERENCE TO RECEIVE AND RESPOND TO VENDOR QUESTIONS. THE CONFERENCE WILL BE: DATE: FEBRUARY 8, 2007 TIME: 11:00 AM LOCATION: BUSINESS OFFICE WILLIAM R SHARPE JR. HOSPITAL 935 SHARPE HOSPITAL ROAD ALL VENDORS MUST ATTEND THE PREBID CONFERENCE IN ORDER TO BE CONSIDERED FOR AWARD. ONE PERSON CAN ONLY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 252-535-1777	DATE 2/24/07
TITLE President	FEIN 56-1357158	ADDRESS CHANGES TO BE NOTED ABOVE

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.

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



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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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 304-558-0067**

VENDOR

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**HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 936 SHARPE HOSPITAL ROAD
 WESTON, WV
 26452 304-269-1210**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/24/2007				

BID OPENING DATE: **02/27/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>REPRESENT ONE VENDOR.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FEBRUARY 9, 2007. QUESTIONS MAY BE SENT VIS USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 252-585-1777	DATE 2/26/07
TITLE President	FEIN 56-1357158	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<p>POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: RWAGNER@WVADMIN.GOV</p>						
EXHIBIT 3						
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR TO THE FIRST ANNIVERSARY INSPECTION IN ACCORDANCE WITH SECTION "3.18 FIRST ANNIVERSARY INSPECTION" OF THE SPECIFICATIONS.</p>						
<p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p>						

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<p>EXHIBIT 5</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LEWIS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT.</p>						

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OFFICE

**HEALTH AND HUMAN RESOURCES
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<p>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.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>						

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<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(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</p>						

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<p>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.</p> <p>(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.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 <i>2/12/07</i></p> <p>NO. 2</p>						

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NO. 3				
NO. 4				
NO. 5				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>[Signature]</i>.....SIGNATURE <i>Southern Corrosion, Inc.</i>.....COMPANY <i>2/26/2007</i>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p>						

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<p>CONTRACTORS NAME: <i>Southern Corrosion, Inc.</i></p> <p>CONTRACTORS LICENSE NO.: <i>38022</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----ROBERTA WAGNER/FILE 22-----</p> <p>REQ. NO.:-----WSH70314-----</p> <p>BID OPENING DATE:-----02/27/2007-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----252-535-3215-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: -----James A. Skilton-----</p> <p>***** THIS IS THE END OF RFQ WSH70314 ***** TOTAL: <u>\$ 152,551.00</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER:
WSH70314

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**ROBERTA WAGNER
 304-558-0067**

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**HEALTH AND HUMAN RESOURCES
 WILLIAM R. SHARPE JR. HOSPITAL
 936 SHARPE HOSPITAL ROAD
 WESTON, WV
 26452
 304-269-1210**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/12/2007				

BID OPENING DATE: **02/27/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM #1 ***** 1. TO RESPOND TO VENDOR QUESTIONS PER THE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. ***** END OF ADDENDUM #1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 252-535-1777	DATE 2/26/07
TITLE President	FEIN 56-1357158	ADDRESS CHANGES TO BE NOTED ABOVE

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

WSH70314 Upgrade of Water Tower
 Listing of Five Potable Water Storage Tanks Painted by the Vendor
 within the last 36 months.

021

1 st Location	Location: Inwood Tanks Rehabilitation Address: P.O. Box 737 MARTINSBURG, WV 25402-0737
Tank Owner	Name: BERKLEY COUNTY PUBLIC SERVICE DIST. Owner's Contact: PAUL FISHER Owner's Phone Number: 304-267-3855
Date Completed	7/8/2006
2 nd Location	Location: Cleaning & Painting 300,000 gals steel Reservoir Address: 206 Main St. Mannington, WV 26582
Tank Owner	Name: City of Mannington Owner's Contact: Mathew Fluharty (Thrasher Eng'r) Owner's Phone Number: 304-624-4108
Date Completed	8/25/2006
3 rd Location	Location: Water Tank Repair, Cleaning & Painting Address: P.O. Box 194 New Creek, WV 26743
Tank Owner	Name: John Cole (Rummel, Klepper & Kahl) Owner's Contact: John Cole (Rummel, Klepper & Kahl) Owner's Phone Number: 304-788-3370
Date Completed	11/3/2006
4 th Location	Location: Summit Tank Painting & Rehabilitation Address: 1705 Rear Freeport Road Natrona Heights, PA 15065
Tank Owner	Name: HARRISON TOWNSHIP WATER AUTHORITY Owner's Contact: Charles Craig Owner's Phone Number: 724-226-2500
Date Completed	5/22/2006
5 th Location	Location: WATER TANK PAINTING PROJECT Address: 20 Main Street Ellsworth, PA 15331
Tank Owner	Name: Ellsworth Borough Owner's Contact: Carl Dei Cas (ATS Chester Eng'ners) Owner's Phone Number: 724-483-8041
Date Completed	9/12/2006

New Creek Water Assoc.

A F F I D A V I T

022

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 exceed five percent of the total contract amount.

EXCEPTION:

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities

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 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: Southern Corrosion, Inc.

Authorized Signature:  Date: 2/26/07

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Southern Corrosion, Inc.
738 Thelma Road, Roanoke Rapids, NC 27870

as Principal, hereinafter called the Principal, and Liberty Mutual Insurance Company
623 Horsham Road, Suite D, Horsham, NJ 19044

a corporation duly organized under the laws of the State of MA

as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia

P.O. Box 50130, Charleston, WV 25305-0130

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

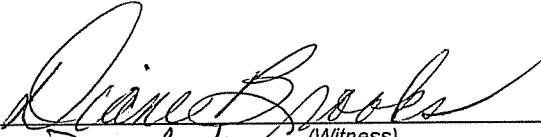
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Upgrade and Paint Water Tower

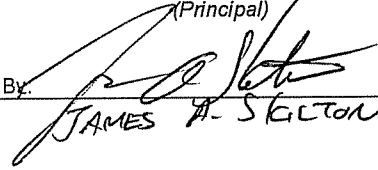
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27th day of February, 2007


Deane Brooks (Witness)

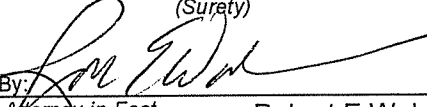
Southern Corrosion, Inc.

(Principal) (Seal)

By: 
JAMES A. SKILTON, PRESIDENT (Title)

Liberty Mutual Insurance Company

(Surety) (Seal)

By: 
Attorney-in-Fact Robert E. Walsh (Title)

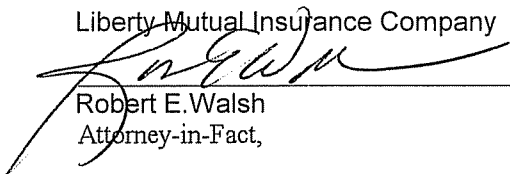
CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the Liberty Mutual Insurance Company organized and existing under the laws of the State of MA and licensed to do business in the State of WV certifies and agrees, that if contract for Upgrade and Paint Water Tower

for State of West Virginia is awarded to Southern Corrosion, Inc.

the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 27th day of February, 2007

Liberty Mutual Insurance Company

Robert E. Walsh
Attorney-in-Fact,

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

GARY B. KOHAN, SARAH LIVINGSTON, ROBERT E. WALSH, PATRICIA A. RAMBO, CECELIA D. BROWN, ALL OF THE CITY OF MEDFORD, STATE OF NEW JERSEY

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY MILLION AND 00/100** DOLLARS (\$ **20,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 10th day of January, 2007.

LIBERTY MUTUAL INSURANCE COMPANY

By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 10th day of January, 2007, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2009
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 27th day of February, 2007.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ASSETS

	Current Year			Prior Year
	1	2	3	4
	Assets	Nonadmitted Assets	Net Admitted Assets (Cols. 1 - 2)	Net Admitted Assets
1. Bonds (Schedule D)	12,566,562,894		12,566,562,894	11,780,170,508
2. Stocks (Schedule D):				
2.1 Preferred stocks	59,716,967		59,716,967	100,083,886
2.2 Common stocks	5,205,385,252		6,205,385,252	4,971,839,807
3. Mortgage loans on real estate (Schedule B):				
3.1 First liens	39,500,000		39,500,000	
3.2 Other than first liens				
4. Real estate (Schedule A):				
4.1 Properties occupied by the company (less \$ 0 encumbrances)	311,128,829		311,128,829	243,801,847
4.2 Properties held for the production of income (less \$ 0 encumbrances)	1,199,491		1,199,491	1,137,939
4.3 Properties held for sale (less \$ 0 encumbrances)				
5. Cash (\$ 184,133,952, Schedule E-Part 1), cash equivalents (\$ 215,895,295, Schedule E-Part 2) and short-term investments (\$ 882,143,260, Schedule DA)	1,082,172,507		1,082,172,507	684,443,263
6. Contract loans (including \$ 0 premium notes)				
7. Other invested assets (Schedule BA)	2,216,280,424	2,667,944	2,213,612,480	2,168,863,950
8. Receivables for securities	31,385,363		31,385,363	37,646,647
9. Aggregate write-ins for invested assets				
10. Subtotals, cash and invested assets (Lines 1 to 9)	21,503,331,727	2,667,944	21,500,663,783	19,987,787,747
11. Title plants less \$ 0 charged off (for Title Insurers only)				
12. Investment income due and accrued	155,675,813		155,675,813	147,367,617
13. Premiums and considerations:				
13.1 Uncollected premiums and agents' balances in the course of collection	655,384,742	19,085,084	636,279,658	609,392,140
13.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including \$ 0 earned but unbilled premiums)	1,378,405,401		1,378,405,401	1,273,321,091
13.3 Accrued retrospective premiums	520,880,782	52,653,830	468,226,952	509,941,443
14. Reinsurance:				
14.1 Amounts recoverable from reinsurers	399,753,189		399,753,189	344,030,884
14.2 Funds held by or deposited with reinsured companies	24,877,116		24,877,116	23,534,810
14.3 Other amounts receivable under reinsurance contracts				
15. Amounts receivable relating to uninsured plans	2,347,430	2,347,430		
16.1 Current federal and foreign income tax recoverable and interest thereon	58,065,886		58,065,886	30,808,631
16.2 Net deferred tax asset	684,071,000	98,803,423	585,267,577	532,136,539
17. Guaranty funds receivable or on deposit	37,853,882		37,853,882	37,427,058
18. Electronic data processing equipment and software	211,571,028	187,239,087	44,331,941	41,871,930
19. Furniture and equipment, including health care delivery assets (\$ 0)	19,944,330	19,944,330		
20. Net adjustment in assets and liabilities due to foreign exchange rates				
21. Receivables from parent, subsidiaries and affiliates	284,222,350		284,222,350	
22. Health care (\$ 0) and other amounts receivable				
23. Aggregate write-ins for other than invested assets	523,773,517	83,588,685	440,184,832	419,042,678
24. Total assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 10 to 23)	26,457,938,102	448,329,813	26,011,608,289	23,958,964,689
25. From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
26. Total (Lines 24 and 25)	26,457,938,102	448,329,813	26,011,608,289	23,958,964,689

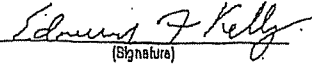
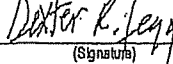
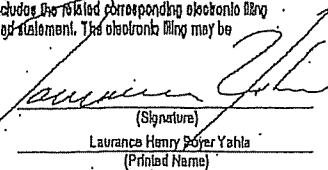
DETAILS OF WRITE-INS				
0901.				
0902.				
0903.				
0998. Summary of remaining write-ins for Line 09 from overflow page				
0999. Totals (Lines 0901 through 0903 plus 0998) (Line 09 above)				
2301. Other assets	187,237,669	77,401,882	109,835,787	118,949,374
2302. Cash surrender value life insurance	143,031,210		143,031,210	125,957,107
2303. Equities and deposits in pools and associations	20,932,222		20,932,222	20,076,819
2398. Summary of remaining write-ins for Line 23 from overflow page	172,572,416	6,186,803	166,385,613	154,059,378
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	523,773,517	83,588,685	440,184,832	419,042,678

LIABILITIES, SURPLUS AND OTHER FUNDS		1	2
		Current Year	Prior Year
1. Losses (Part 2A, Line 34, Column 8)		9,447,746,191	8,894,510,525
2. Reinsurance payable on paid losses and loss adjustment expenses (Schedule F, Part 1, Column 6)		51,399,570	38,308,588
3. Loss adjustment expenses (Part 2A, Line 34, Column 9)		1,934,981,136	1,688,423,690
4. Commissions payable, contingent commissions and other similar charges		93,935,574	90,474,860
5. Other expenses (excluding taxes, licenses and fees)		313,866,523	326,334,469
6. Taxes, licenses and fees (excluding federal and foreign income taxes)		199,306,654	201,866,428
7.1 Current federal and foreign income taxes (including \$ 0 on realized capital gains (losses))			
7.2 Net deferred tax liability			
8. Borrowed money \$ 102,110,830 and interest thereon \$ 662,634		102,773,665	28,054,545
9. Unearned premiums (Part 1A, Line 37, Column 5) (after deducting unearned premiums for ceded reinsurance of \$ 2,248,043,792, and including warranty reserves of \$ 0)		2,792,635,119	2,682,558,143
10. Advance premium		34,208,895	24,936,667
11. Dividends declared and unpaid:			
11.1 Stockholders			
11.2 Policyholders			
12. Ceded reinsurance premiums payable (net of ceding commissions)		2,321,401	2,386,953
13. Funds held by company under reinsurance treaties (Schedule F, Part 3, Column 19)		617,616,942	501,805,061
14. Amounts withheld or retained by company for account of others		2,150,116,995	2,187,584,513
15. Remittances and items not allocated		516,474,229	170,375,043
16. Provision for reinsurance (Schedule F, Part 7)			
17. Net adjustments in assets and liabilities due to foreign exchange rates		149,117,360	131,753,865
18. Drafts outstanding			
19. Payable to parent, subsidiaries and affiliates		313,709,632	244,683,699
20. Payable for securities			
21. Liability for amounts held under uninsured accident and health plans			
22. Capital notes \$ 0 and interest thereon \$ 0			
23. Aggregate write-ins for liabilities		(741,705,215)	(702,803,013)
24. Total liabilities excluding protected cell liabilities (Lines 1 through 23)		18,086,911,457	16,701,614,760
25. Protected cell liabilities			
26. Total liabilities (Lines 24 and 25)		18,086,911,457	16,701,614,760
27. Aggregate write-ins for special surplus funds		781,222,478	757,681,198
28. Common capital stock		10,000,000	10,000,000
29. Preferred capital stock			
30. Aggregate write-ins for other than special surplus funds		1,250,000	1,250,000
31. Surplus notes		1,012,986,455	1,012,850,926
32. Gross paid in and contributed surplus		2,269,796,957	2,004,071,957
33. Unassigned funds (surplus)		3,849,440,943	3,469,495,837
34. Lease treasury stock, at cost:			
34.1 0 shares common (value included in Line 28 \$ 0)			
34.2 0 shares preferred (value included in Line 29 \$ 0)			
35. Surplus as regards policyholders (Lines 27 to 33, less 34) (Page 4, Line 38)		7,924,696,832	7,255,349,918
36. TOTALS (Page 2, Line 26, Col. 3)		28,011,608,288	23,956,964,668

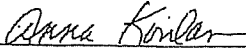
DETAILS OF WRITE-INS		
2301. Other liabilities	182,160,071	185,142,261
2302. Retrospective reinsurance reserve - ceded	(1,501,122,223)	(1,489,760,174)
2303. Amounts held under uninsured plans	473,271,904	447,833,169
2398. Summary of remaining write-ins for Line 23 from overflow page	103,985,030	134,161,731
2399. Totals (Lines 2301 through 2303 plus 2398) (Line 23 above)	(741,705,215)	(702,803,013)
2701. Special surplus from retrospective reinsurance	781,222,478	757,681,198
2702.		
2799. Summary of remaining write-ins for Line 27 from overflow page		
2799. Totals (Lines 2701 through 2703 plus 2799) (Line 27 above)	781,222,478	757,681,198
3001. Guaranty funds	1,250,000	1,250,000
3002.		
3003.		
3098. Summary of remaining write-ins for Line 30 from overflow page		
3099. Totals (Lines 3001 through 3003 plus 3098) (Line 30 above)	1,250,000	1,250,000

State of Massachusetts
County of Suffolk

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period stated, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of this attestation by the described officer also includes the related corresponding electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.




 (Signature) (Signature) (Signature)
 Edmund Francis Kelly Dexter Robert Legg Laurance Henry Boyer Yasha
 (Printed Name) (Printed Name) (Printed Name)
 1. 2. 3.
 Chairman of the Board, President & CEO Vice President & Secretary Senior Vice President & Treasurer
 (Title) (Title) (Title)

Subscribed and sworn to before me this
23 day of January, 2006



a. Is this an original filing? YES [X] NO []
 b. If no: 1. State the amendment number
 2. Date filed
 3. Number of pages attached

AGREEMENT ADDENDUM

025

In the event of conflict between this addendum and the agreement, this addendum shall control:

- 1 **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims
- 2 **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety
- 3 **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law
- 4 **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party
- 5 **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears
- 6 **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted
- 7 **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted
- 8 **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default
- 9 **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted
- 10 **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted
- 11 **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void
- 12 **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement
- 13 **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property
- 14 **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor
- 15 **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term
- 16 **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties
- 17 **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted
- 18 **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice
- 19 **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted
- 20 **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: Southern Corrosion, Inc.

Signed: _____

Signed: [Signature]

Title: _____

Title: President

Date: _____

Date: 2/26/07