



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
DCH08004

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**SHELLY MURRAY
 304-558-8801**

VENDOR
 *709053330 304-632-1558
DANHILL CONSTRUCTION COMPANY
PO BOX 685

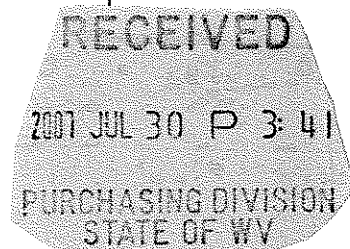
GAULEY BRIDGE WV 25085

SHIP TO
DIVISION OF CULTURE & HISTORY
CULTURAL CENTER
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0300 558-0220

DATE PRINTED 07/12/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/31/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
						\$ 45,000.00
REQUEST FOR QUOTATION						
<p>THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY IS SOLICITING BIDS FOR REPAIRS TO THE PLAZA DECK DRAIN PIPING AND THE INVESTIGATION AND REPAIR TO THE BASE OF THE LOWER LEVEL WALL AT THE WEST VIRGINIA CULTURAL CENTER, LOCATED ON THE CAPITOL COMPLEX IN CHARLESTON, WV.</p> <p>PLANS FOR THE WORK MAY BE OBTAINED BY CONTACTING:</p> <p style="text-align: center;">MARK W. LYNCH MANAGER FOR FACILITY OPERATIONS PHONE: 304-558-0220 EXT. 160 FAX: 304-558-2779</p> <p>ATTACHMENTS: SPECIFICATIONS PURCHASING AFFIDAVIT</p> <p>INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON WEDNESDAY, JULY 25, 2007. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p style="text-align: center;">SHELLY MURRAY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 E-MAIL: SMURRAY@WVADMIN.GOV</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 7-31-2007	
TITLE <i>President</i>	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

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0001		EA		968-20		\$ 45,000.00
BUILDING CONSTRUCTION EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR. 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.						

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<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. 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>						

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				<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> <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</p>		

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<p>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 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</p>						

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CONTRACTORS LICENSE						
<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> <p>CONTRACTORS NAME: <i>... Danhill Construction Company</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV.00.119.6.....</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 style="text-align: center;">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</p>						

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<p>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>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>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <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: SM/BUYER 31-----</p> <p>REQ. NO.: DCH08004-----</p> <p>BID OPENING DATE: 07/31/2007-----</p> <p>BID OPENING TIME: 1:30 PM-----</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 632 1501 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: DAN HILL or CHRIS DOZIER ----- ***** THIS IS THE END OF RFQ DCH08004 ***** TOTAL: \$ 45,000.00						

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REQUEST FOR QUOTATION

SELECTIVE REPAIRS TO THE PLAZA DRAINS AND
BELOW GRADE EXTERIOR WALL

PROJECT MANUAL

WEST VIRGINIA DIVISION OF CULTURE AND HISTORY
THE CULTURAL CENTER
1900 KANAWHA BOULEVARD EAST
CHARLESTON, WEST VIRGINIA

West Virginia Division of Culture & History
Selective Repairs to the Plaza Drains
and Below Grade Exterior Wall
Request for Quotation

Location: The Cultural Center (Building 9) is located on the Capitol Complex at 1900 Kanawha Boulevard East, in Charleston, West Virginia

Background Narrative:

The Cultural Center was opened in 1976.

In the Lower Level, Southeast corner of the Cultural Center near Column line A-5 it was observed that, during periods of high water saturation of the soil combined with periods of prolonged or heavy periods of rain, water would stream into the interior space of the building. Subsequent investigation revealed the following:

- 1) Immediately next to Column A-5 a void, of approximately 3 to 4 cubic feet in volume was observed at the base of the poured concrete wall immediately next to Column A-5. This void seems to extend through the exterior wall. It is speculated that, during construction of the building in 1975, the formwork was not cleared of excess soil prior to the concrete pour for the wall.
- 2) The volume of water being introduced into the building seemed to be out of proportion to simple ground water seepage. To verify this observation, dye tablets were introduced into the Plaza Deck storm drains on either side of Column A-5. These drains are located approximately twelve (12) feet north and south of Column A-5. Dye was later observed in the water streaming into the building. This indicates damage to the 4 inch underground drain lines.
- 3) A temporary repair was put in place, consisting of pouring builders sand into the suspected void, until more permanent repairs could take place.

SECTION 01100 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. Project Identification: As follows:

1. Project: **Selective Repairs to the Plaza Drains and Below Grade Exterior Walls**
2. Owner: **West Virginia Division of Culture and History**
The Cultural Center
1900 Kanawha Blvd. E
Charleston, WV 25305-0300

B. The Work consists of the excavation of an area of the east façade of the Cultural Center to uncover two (2) Drain lines and the base of the exterior wall near Column Line A-5 of the Cultural Center to investigate and repair ground water leakage, as described in the Contract Documents.

C. Work Not Included: (Not applicable)

1.2 WORK RESTRICTIONS

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

1. Contractor shall maintain full access by the public to the facility at all times and shall coordinate work with the Owner regarding WVDCH programming, Events of State, or coordination issues with the General Services Division (Agency responsible for the grounds of the Capitol Complex) that may potentially affect Contractor.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

SECTION 01200 - PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 ALLOWANCES (Not Applicable)

1.2 ALTERNATES (Not Applicable)

1.3 UNIT PRICES (Not Applicable)

1.4 CONTRACT MODIFICATION PROCEDURES

- A. On Owner's approval of a proposal from Contractor, Owner's Representative will issue a Change Order, on Contractor's letterhead, for all changes to Contract Sum or Contract Time. All back up material shall be attached to the Change Order along with a justification letter as to the reasons for Contract Changes.
- B. When Owner and Contractor disagree on the terms of a proposal, Owner's Representative may issue a Construction Change Directive, instructing Contractor to proceed with the change. Construction Change Directive will contain a description of the change and designate the method to be followed to determine changes to Contract Sum or Contract Time.

1.5 PAYMENT PROCEDURES

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01200

SECTION 02230 - SITE CLEARING**PART 1 - GENERAL****1.1 SECTION REQUIREMENTS**

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

PART 2 - PRODUCTS (Not Applicable)**PART 3 - EXECUTION****3.1 PREPARATION**

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

3.2 SITE CLEARING

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

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

END OF SECTION 02230

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Contractor shall provide an excavation plan for approval prior to execution demonstrating that soil conditions have been evaluated and excavation plan conforms to O.S.H.A. 1926.652.
- B. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions based on approved Contractor's Excavation plan without direction by the Owner's Representative. Unauthorized excavation and remedial work shall be at Contractor's expense. Refer to Section 02300, 1.1 A above.
- C. Do not interrupt existing utilities serving facilities occupied by Owner. Provide temporary utility services.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 EARTHWORK

- A. Protect subgrades and foundation soils from softening and damage by water, freezing temperatures, or frost

- B. Excavate to subgrade elevations regardless of character of materials and obstructions encountered.
- C. Excavate for structures, building slabs, pavements, and walkways. Trim subgrades to required lines and grades.
- D. Utility Trenches: Excavate trenches to slopes, lines, depths, and invert elevations conforming to submitted excavation plan. Maintain 12 inches of working clearance on each side of pipe or conduit.
 - 1. Place, compact, and shape bedding course to provide continuous support for pipes and conduits over rock and other unyielding bearing surfaces and to fill unauthorized excavations.
 - 2. Place and compact initial backfill of satisfactory soil material or subbase material, free of particles larger than 1 inch, to a height of 12 inches over the utility pipe or conduit. Place and compact final backfill of satisfactory soil material to final subgrade.
- E. Plow strip or break up sloped surfaces steeper than 1 vertical to 4 horizontal to receive fill.
- F. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface, pulverize, moisture-condition or aerate soil, and recompact.
- G. Place backfill and fill in layers not more than 8 inches in loose depth at optimum moisture content. Compact each layer to 90 percent of maximum dry unit weight.
- H. Grade areas to a smooth surface to existing contours. Grade lawns, walkways, and unpaved subgrades to tolerances of plus or minus 1-1/4".
- I. Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

SECTION 03300 - CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data, concrete mix designs, laboratory test reports.
- B. Comply with ASTM C 94; ACI 301, "Specification for Structural Concrete"; ACI 117, "Specifications for Tolerances for Concrete Construction and Materials"; and CRSI's "Manual of Standard Practice."

PART 2 - PRODUCTS

2.1 MATERIALS (when applicable)

- A. Deformed Reinforcing Bars: ASTM A 615/A 615M, Grade 60.
- B. Plain Steel Wire: ASTM A 82, as drawn.
- C. Steel Welded-Wire Fabric: ASTM A 185, flat sheets not rolls
- D. Portland Cement: ASTM C 150, Type I or II.
- E. Fly Ash: ASTM C 618, Type C or F.
- F. Aggregates: ASTM C 33, uniformly graded.
- G. Fiber Reinforcement: ASTM C 1116, Type III, synthetic fibers, 1/2 to 1 inch.
- H. Air-Entraining Admixture: ASTM C 260
- I. Chemical Admixtures: ASTM C 494
- J. Water Stops: Self-expanding, hydrophylic, rectangular or trapezoidal strips.
- K. Vapor Retarder: Clear 10-mil thick polyethylene sheet

2.2 MIXES

- A. Proportion normal-weight concrete mixes to provide the following properties:
 - 1. Compressive Strength: 5,000 psi at 28 days.
 - 2. Slump Limit: 3" ±1" at point of placement
 - 3. Air Content: 2 to 4 percent

PART 3 - EXECUTION

3.1 CONCRETING

- A. Construct formwork and maintain tolerances and surface irregularities within ACI 117 limits of Class A for concrete exposed to view and Class C for other concrete surfaces.
- B. Set water stops where indicated to ensure joint watertightness.
- C. Place vapor retarder on prepared subgrade, with joints lapped 6 inches and sealed.
- D. Accurately position, support, and secure reinforcement.
- E. Place concrete in a continuous operation and consolidate using mechanical vibrating equipment.
- F. Protect concrete from physical damage, premature drying, and reduced strength due to hot or cold weather during mixing, placing, and curing.
- G. Formed Surface Finish: Smooth-formed finish for concrete exposed to view, coated, or covered by waterproofing or other direct-applied material.
- H. Slab Finishes: Float finish for interior steps and ramps and surfaces to receive waterproofing, roofing, or other direct-applied material.
- I. Cure formed surfaces by moist curing for at least seven days.
- J. Begin curing concrete slabs after finishing. Keep concrete continuously moist for at least seven days] [Apply membrane-forming curing compound to concrete
- K. Owner will engage a testing agency to perform field tests and to submit test reports. Contractor will coordinate with testing agency.
- L. Protect concrete from damage. Repair surface defects in formed concrete and slabs.

END OF SECTION 03300

SECTION 07115 - BITUMINOUS DAMPPROOFING

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals: Product Data

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Henry Company, 909 N Sepulveda Blvd., Ste 650, El Segundo, CA 90245, Phone: 310-955-9200

2.2 BITUMINOUS DAMPPROOFING

- A. Hot-Applied Asphalt Dampproofing: Dampproofing asphalt, ASTM D 449, Type I.
 - 1. HENRY 790-11 HE: Hot Applied Rubberized Asphalt Waterproofing Membrane.
- B. Primer: Asphalt primer, ASTM D 41.
 - 1. HENRY 910-01: Penetrating Primer for Hot Applied Rubberized Asphalt Membrane.
- C. Glass Fabric: Woven glass fabric, treated with asphalt, complying with ASTM D 1668, Type I.
 - 1. HENRY HE-181: Black Asphalt Saturated Glass Fabric.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Prepare substrate by cleaning, removing projections, filling voids, sealing joints, and as otherwise recommended in dampproofing manufacturer's written instructions.
- B. Install cant strips, separate flashings, and corner protection stripping, and prime substrate as recommended in dampproofing manufacturer's written instructions.

3.2 INSTALLATION

- A. Comply with manufacturer's written instructions for methods and rates of dampproofing application, cleaning, and installation of protection course.
- B. Apply dampproofing to exterior face of concrete and masonry below-grade walls
- C. Apply [1 or more coats] [2 coats] to produce a dry film thickness of at least **30 mils**
- D. Install fabric reinforcement, embedded in dampproofing, at corners and changes in plane.

END OF SECTION 07115

SECTION 15160 - STORM DRAINAGE

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A Minimum Pressure Requirement for Storm Drainage: 10 feet head

1.2 Comply with NSF 14 "Plastic Piping Components and Related Materials."

PART 2 - PRODUCTS

2.1 PIPES AND TUBES

- A PVC Plastic, Solid, DWV Pipe: ASTM D 2665, Schedule 40, plain ends.

2.2 FITTINGS

- A. PVC Plastic, DWV Pipe Fittings: ASTM D 2665, made to ASTM D 3311; socket-type; drain, waste, and vent pipe patterns

PART 3 - EXECUTION

3.1 PIPE APPLICATIONS

- A. For below-ground applications use PVC plastic DWV pipe and fittings with solvent-cemented joints.

3.2 PIPING INSTALLATION

- A. Install cleanout and extension to grade at connection of building storm drain and storm sewer.
- B. Locate drainage piping runouts as close as possible to bottom of floor slab supporting drains.

3.3 INSPECTION

- A. Inspect and test piping systems following procedures of authorities having jurisdiction.

END OF SECTION 15160

RFQ No. DC4 08004STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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 owed 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: 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: Danhill Construction Company
Authorized Signature: Robert W. Hill Date: 7-31-2007

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2007

PRODUCER (304) 720-2000 FAX: (304) 720-2002
 Mountain State Insurance Agency
 4307 MacCorkle Avenue
 Charleston WV 25304
 INSURED
 DanHill Construction Company (Inc.)
 Box 685
 Gauley Bridge WV 25085

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Westfield	24112
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	CWP3808332	5/24/2007	5/24/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 150,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000												
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CWP3808332	5/24/2007	5/24/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$												
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CWP3808332	5/24/2007	5/24/2008	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000												
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Employers Liability CWP3808332	5/24/2007	5/24/2008	<table border="1"> <thead> <tr> <th></th> <th>WC STATU-TORY LIMITS</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> <td>1,000,000</td> </tr> </tbody> </table>		WC STATU-TORY LIMITS	OTH-ER	E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	WC STATU-TORY LIMITS	OTH-ER																
E.L. EACH ACCIDENT	\$	1,000,000																
E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																
		OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Certificate being issued as verification of coverage

CERTIFICATE HOLDER

Proof of Insurance Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Patricia Baire/SALLY *Patricia Baire*

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001196

Classification:

ELECTRICAL
GENERAL BUILDING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL

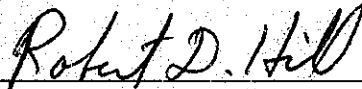
DANHILL CONSTRUCTION COMPANY
PO BOX 685
GAULEY BRIDGE, WV 25085-0685

Date Issued

Expiration Date

AUGUST 06, 2007

AUGUST 06, 2008



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

M07631

HILL, ROBERT D
PO BOX 753
GAULEY BRIDGE, WV 25085

ELECTRICIAN LICENSE

CLASS: MASTER

ISSUED: 5/7/2007

EXP DATE: 6/30/2008 0:00:00

RESTRICTIONS: See back



Sterling Lewis, Jr
Fire Marshal

**WEST VIRGINIA
STATE TAX DEPARTMENT**

WV-BRT-302
Rev. 7/03

BUSINESS REGISTRATION CERTIFICATE

FOR YEAR BEGINNING JULY 1, 2006

ENDING JUNE 30, 2008



The State Tax Commissioner pursuant to the authority vested in him by Chapter 11 Article 12 of the Code of West Virginia, has this day issued a Business Registration Certificate which shall mean you have properly registered with the Department of Tax and Revenue to conduct business within the state of West Virginia for this location
SEE REVERSE SIDE

WEST VIRGINIA BUSINESS LOCATION ADDRESS

SAME

WEST VIRGINIA MAILING ADDRESS

DANHILL CONSTRUCTION COMPANY
PO BOX 885
GAULEY BRIDGE WV 25085

000492



CITY OF CHARLESTON
PO BOX 2749
CHARLESTON WV 25330

NO 0286

CONTRACTOR LICENSE

Robert D Hill
Contractor

Name Robert D Hill Construction Co

Expiration Date June 30, 2008

W. A. HARMON
Building Commissioner





PRODUCER:

BrickStreet Mutual Insurance Company
4700 MacCorkle Ave., S.E.
Charleston, WV 25304

CERTIFICATE HOLDER:

DANHILL CONSTRUCTION COMPANY
PO BOX 685
GAULEY BRIDGE WV 25085-0685

INSURED:

DANHILL CONSTRUCTION COMPANY
PO BOX 685
GAULEY BRIDGE WV 25085-0685

CERTIFICATE OF INSURANCE

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancelation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

POLICY NUMBER: WC10009090-03

DATE CERTIFICATE ISSUED: 12/21/2006

POLICY EFFECTIVE DATE: 1/1/2007

POLICY EXPIRATION DATE: 8/28/2007

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

LIMITS / COVERAGE

WORKERS COMPENSATION - STATUTORY LIMITS

EMPLOYERS LIABILITY LIMITS:

BODILY INJURY BY ACCIDENT:	\$100,000.00	EACH ACCIDENT
BODILY INJURY BY DISEASE:	\$500,000.00	POLICY LIMIT
BODILY INJURY BY DISEASE:	\$100,000.00	EACH EMPLOYEE

**WV BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT -
COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)**

**FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT -
COVERAGE FOR WV CODE 23-4b-1 - FEDERAL BLACK LUNG COVERAGE**

SPECIAL PROVISIONS IF ANY:

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 Obligee, in the penal sum of Twenty Five Hundred (\$ 2,500.00) 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 Repairs to plaza deck drain piping and repair to the concrete base of the lower level wall at the Cultural Center.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 31 day of July, 2007.

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)
Chris Dozier
Chris Dozier
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.

State of West Virginia
County of Fayette

AND NOW, this 31st day of July, in the calendar year of 2007, 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, **Chris Dozier, attorney-in-fact 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.

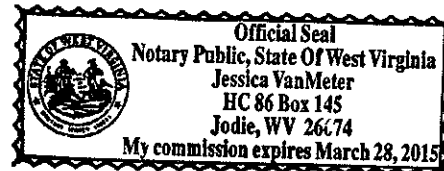
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of West Virginia
My Commission Expires on 3/28/2015

Notary Public in and for the

County of Fayette
State of West Virginia

Jessica VanMeter
NOTARY PUBLIC



Colonial Surety Company

Administrative Office
50 Chestnut Ridge Road
Montvale, NJ 07645

CONSENT OF SURETY

Division of Culture & History
Cultural Center, 1900 Kanawha Blvd.
Charleston , WV 25305-0300

RE: **Repairs to the Plaza Deck Drain Piping and Repair to the base of the lower level wall at the Cultural Center.**

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 31st day of July 2007.

COLONIAL SURETY COMPANY

BY: Chris Dozier
Chris Dozier (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

Chris Dozier

Glen Ferris WV 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

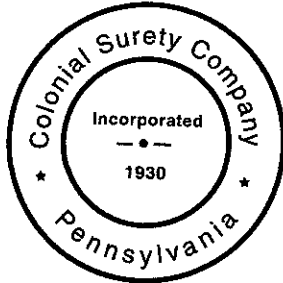
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment 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 [Signature]
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

[Signature]
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 31st day of July, 20 07.

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.

[Signature]
Frederick S. Gallo, Secretary