



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
GSD096449

PAGE
1

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

VENDOR

\*709053330      304-632-1558  
 DANHILL CONSTRUCTION COMPANY  
 PO BOX 685  
  
 GAULEY BRIDGE WV 25085

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BLDG. 9 - CULTURE & HISTORY  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305      304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2009				

BID OPENING DATE: 04/29/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		4,444,000 <sup>00</sup>
BLDG#9 MUSEUM GIFT SHOP RENOVATIONS  REQUEST FOR QUOTATION (RFQ)  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIAL FOR THE RENOVATION TO THE GIFT SHOP AND BATHROOMS FOR THE NEW MUSEUM IN BUILDING #9 (CULTURAL CENTER) LOCATED ON THE WEST VIRGINIA CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER ATTACHED BID DOCUMENTS AND SPECIFICATIONS/DRAWINGS ISSUED BY ZMM, INC. DATED 03/27/2009.  PLANS/SPECIFICATION MAY BE OBTAINED BY CONTACTING: ZMM, INC. 222 LEE STREET, WEST CHARLESTON, WV 25302 PHONE: 304-342-0159 FAX: 304-345-8144  A \$100.00 REFUNDABLE DEPOSIT IS REQUIRED FOR EACH SET OF DOCUMENTS.  A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, APRIL 21, 2009 AT 10:00 AM IN THE LOBBY OF BUILDING #9 (CULTURAL CENTER). ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS						Alt. 1 4,600 <sup>00</sup>

RECEIVED  
 2009 APR 29 PM 1:12  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
Robert D. Hill	304-632-1600	Apr 29, 2009	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Pres	55-0648251		

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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS WEDNESDAY, APRIL 22, 2009 AT THE CLOSE OF BUSINESS.</p> <p>REQUESTS FOR SUBSTITUTIONS MUST ALSO BE SUBMITTED TO KRISTA FERRELL EITHER BY MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ OR VIA EMAIL. DUE TO THE QUALITY OF FAXED TRANSMISSIONS, REQUESTS FOR SUBSTITUTIONS WILL NOT BE ACCEPTED VIA FAX. DEADLINE FOR ANY REQUEST FOR SUBSTITUTION IS WEDNESDAY, APRIL 22, 2009 AT THE CLOSE OF BUSINESS. ALL REQUESTS FOR SUBSTITUTIONS MUST BE IN ACCORDANCE WITH SECTION 00100 SUBSECTION 12 OF THE SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS AND REQUESTS FOR SUBSTITUTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCES BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRIGNIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>THIS IS A FAST TRACK PROJECT. THE SUCCESSFUL VENDOR WILL BE EXPECTED TO SUBMIT ALL BONDING/INSURANCE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 304-632-1600	DATE 4/29/09
TITLE President	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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, FOR THE LIFE OF THE CONTRACT.</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 \$1,000,000.00.</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 BOND WILL ONLY BE ALLOWED FOR PROJECTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>Robert D. Hill</b>	TELEPHONE <b>304-632-1600</b>	DATE <b>4/29/09</b>
TITLE <b>President</b>	FEIN <b>55-0648251</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE 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 &amp; 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</p>						

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<p>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 &amp; 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</p>						

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SIGNATURE	TELEPHONE	DATE	
<i>Robert D. Hill</i>	304-632-11600	4/29/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
<i>President</i>	55-0648251		

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<p>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      .. 4/27/09.....</p> <p>NO. 2      ..</p> <p>NO. 3      ..</p> <p>NO. 4      ..</p> <p>NO. 5      ..</p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.. Robert D. Hill ..... SIGNATURE            .. Danhill Construction Co ..... COMPANY            .. 4/29/09 ..... 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>						

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<p><b>BIDDER TO COMPLETE:</b></p> <p>CONTRACTORS NAME: <b>Danhill..Construction.Co.....</b></p> <p>CONTRACTORS LICENSE NO.: <b>W.V.001196.....</b></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 RULES 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>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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <b>Robert D. Hill</b>	TELEPHONE <b>304-632-1100</b>	DATE <b>4/29/09</b>
TITLE <b>President</b>	FEIN <b>55-0648051</b>	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
GSD096449

PAGE
10

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

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

**GAULEY BRIDGE WV 25085**

**DEPARTMENT OF ADMINISTRATION**  
**GENERAL SERVICES DIVISION**  
**BLDG. 9 - CULTURE & HISTORY**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305      304-558-2317**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/06/2009				

BID OPENING DATE: **04/29/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: KRISTA FERRELL-FILE 21  REQ. NO.: GSD096449  BID OPENING DATE: 04/29/2009  BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-632-1501</i>						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Robert Hill</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE <i>304-632-1600</i>	DATE <i>4/29/09</i>
TITLE <i>President</i>	FEIN <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

**REQUEST FOR QUOTATIONS#GSD096449**

**Renovations for New Museum Gift Shop**

Location: Building Nine – WV State Cultural Center  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

For: State of West Virginia  
General Services Division  
1900 Kanawha Blvd; East  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer  
Purchasing Division  
P. O. Box 50130  
Charleston, West Virginia 25305-0130  
Fax: (304) 558-4115  
[Krista.s.ferrell@wv.gov](mailto:Krista.s.ferrell@wv.gov)  
Phone: (304)558-2596

The Acquisition and Contract Administration Section of the Purchasing Division “State” for the West Virginia General Services Division is soliciting quotations to provide renovations for a new museum gift shop in the WV State Cultural Center, Building Nine on the WV State Capitol Complex.

**Pre-Bid Meeting:**

A mandatory pre-bid meeting for this project is scheduled for Tuesday, April 21, 2009 at 10:00 a.m., meeting in the Main Lobby of the State Cultural Center, after which a walk-through of the project specific areas will be conducted.

**Scope:**

The work consists of the Contractor following OSHA and any/all other rules, guidelines, standards and laws associated with renovation work as referenced in the project manual and the

project drawings. The successful contractor shall be required keep the work area clean on a daily basis and remove associated debris from the site on a regular (minimum of twice weekly) basis. It will be the responsibility of the Contractor to furnish and provide all collection bins and dumpsters and construction chutes to complete the project.

The state office building is currently occupied and used by visitors. Work should be scheduled with prior coordination with the building owner and tenant to eliminate potential disruption to the facility and any surrounding facilities. The contractor shall be responsible for damage to the building or materials resulting from negligence caused during his operations.

Furnish all materials, labor, and equipment necessary to complete the work indicated in the project manual, project drawings and all related specifications. The intent of this project is to provide renovations to the museum shop in accordance with all project documents. Furnish any incidental work, materials, labor and equipment that are necessary to complete the project, even if such incidental work is not explicitly included in the contract documents.

This Request for Quotations also incorporates the accompanying project documents:

- 1 – Project Manual 0855 - as prepared by ZMM Architects & Engineers
- 2 – Project Drawings
- 3 – Bid Form.

**Definitions:**

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

**Contract Period:**

The work for the Retail Sales Area, as described in the Project Manual and Drawings, shall be completed, and the area ready for occupancy and use, within Forty-Two (42) calendar days from the issuance by the Owner of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the

rate of \$2000.00 per day for failure to complete this portion of the project within the contract period. The balance of the work described herein will be completed with Fourteen (14) additional calendar days thereafter. The Vendor agrees that additional liquidated damages, in the amount of \$500.00 per day, shall be imposed for failure to complete the balance of the project within the contract period. Therefore, the entire project must be completed within Fifty-Six (56) calendar days from the issuance of the written Notice to Proceed.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

**Reference Requirement:**

The qualified contractor shall have at least three years experience performing such work on projects of a similar size and type. All bidders shall supply at least three references indicating their capabilities to perform such work. References shall include the name, location, ownership and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work completed.

**Payment:**

The Contractor shall submit two copies (one original and one copy) of current invoices once each month on AIA forms G702 and G703. Invoices shall be signed in blue ink. Deliver invoices to:

General Services Division  
Attn: Business Manager  
1900 Kanawha Blvd. East  
Building 1, Room MB-68  
Charleston, West Virginia 25305

Payments shall be made monthly based on the percentage of work completed. A five percent (5%) retainage will be deducted until the substantial completion of the entire contract. Progress payments shall not be made when the total value of the work performed since the last estimate amounts to less than Five Hundred (\$500.00) dollars.

**Supplementary General Conditions:**

- I. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and

agents. The Contractor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or subcontractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes, and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership association or entity without expressed written consent of the agency.

- II. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or deposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.
- III. This Contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.
- IV. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- V. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

- VI. Contractor shall be responsible for parts and materials as follows:
- A. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
  - B. Contractor shall furnish a warranty of twelve (12) months for labor and materials.

**Bid Bond:**

Provide a Bid Bond of five (5%) percent of the bid price submitted. Bid bonds shall be returned to unsuccessful bidders upon completion of successful bid contract or ninety days after opening of bids. 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.

**Performance / Labor & Materials Bond:**

The successful bidder shall furnish a performance bond and labor/material bond for one hundred (100%) percent of the amount of the contract prior to contract award. Bonds may be provided in the form of a certified check, irrevocable letter of credit, or bond furnished by a solvent surety company authorized to do business in the state of West Virginia. A letter of credit submitted in lieu of a performance and labor/material bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable in lieu of the performance bond or labor/material bond.

**Insurance:**

Contractor shall provide evidence to the Owner of adequate coverage for Public Liability and Property Damage Insurance (minimum \$1,000,000) to protect the Owner from any claim of damage, which might arise from any accident or carelessness during the life of this contract. Insurance limits shall meet insurance requirements for state projects, available from the WV Purchasing Division. All employees engaged in work under this contract shall be covered by West Virginia Worker's Compensation Insurance.

**Wage Rates:**

All employees engaged in the work of this contract shall be paid at least the minimum wage scales for the various trade classifications as established by the State Commissioner of Labor for the county where the work is being performed. All employees will be shown a copy of the wage scale for this particular area and a copy will be posted in a conspicuous place on the jobsite.

**Project Closeout:**

1. Closeout documents shall be submitted in bound format prior to final application payment.
2. Final cleanup shall be completed prior to final acceptance.
3. Submit As-Built Drawings and record documents.
4. Submit records of quality assurance testing.
5. Submit "Affidavit of Payment of Debts and Claims."

**Final Inspection:**

The Final Inspection will be conducted by an Architect / Engineer from the General Services Division, Engineering Section or authorized designee in conjunction with a representative from ZMM Architects & Engineers.

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform with the Contract Documents.

The date of Substantial Completion shall be determined by the Architect/Engineer conducting the final inspection based on all work being complete for final acceptance or substantially complete to permit beneficial use by the Owner. Final payment shall not be made until all work is finally accepted.

**Award Criteria:**

The State will award this Contract to the contractor with the lowest overall project bid.

**Limits of Work**

Work areas will be limited to the areas of the museum shop in the WV State Cultural Center.

**Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Coordinate the location of service connections or use of receptacle with the building manager to avoid overloading existing circuits.



**Waste Removal**

Contractor to make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a regular basis (minimum twice weekly).

**Contractor Security Badges**

The Capitol Complex is a secure facility. All Contractor personnel must carry and may be asked to present contractor photo ID badges prior to entering the complex or the building. Photo ID badges can be obtained from the General Services Division in the Main Capitol Complex (at the expense of the Owner). Contractor employees will be subject to a security check as part of issuance. Contractor shall return all issued photo ID badges at completion of the work.

**Work Restrictions:**

Work shall be performed during normal business working hours of 7:00 am to 7:00 pm, Monday through Friday, except recognized State and Federal holidays.

Non-smoking building: Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

**Parking**

No parking is available on the site. The Contractor is responsible for providing all off-site parking required for the project. This includes parking for refuse dumpsters required for the project.

**Building Access**

The building is available from 7:00 am to 7:00 pm. Extended work hours may be acceptable if approved by the Owner. This building is a secure location. Access to the building shall be coordinated with the Owner. Contractor shall not leave open doors unattended and shall lock doors when not in use.

**Codes:**

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related asbestos abatement / handling codes and standards.

**Workmanship:**

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable.

References:

Reference Name: Mark Lynch  
Position: Project Manager  
Address: 1900 Kanawha Blvd. Charleston, WV 25305-8308  
Telephone Number: 304-558-0220  
Project Name: Cultural & History Renovations  
Project Description: Remodel & Renovation to Museum

Reference Name: Mike Mace  
Position: Architect  
Address: PO Box 59701, Charleston, WV 25350-9701  
Telephone Number: 304-746-5282  
Project Name: USPS  
Project Description: Renovations + Remodels of Various Post Offices

Reference Name: Dean Hart  
Position: Architect  
Address: PO Box 1490, Lewisburg, WV 24901  
Telephone Number: 304-732-7552  
Project Name: Point Pleasant River Museum  
Project Description: Renovations to the Museum

## ADVERTISEMENT FOR BIDS

Sealed bids for **RETAIL SHOP / TOILET RENOVATIONS TO STATE CULTURAL CENTER**, West Virginia Capital Complex, Charleston, West Virginia, will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until the time and date listed in the State's Request for Quotations. Bids will be opened and publicly read aloud at that time.

The bidding documents consist of the Request for Quotations, plans, and specifications. The Request for Quotations can be obtained by contact the WV Purchasing Division Bid Request Line at (304)558-2063, or in writing by contacting the address listed below. Plans and specifications may be obtained by contacting: ZMM Architects & Engineers, 222 Lee Street West, Charleston, West Virginia 25302; 304-342-0159 (phone); 304-345-8144 (fax).

Up to 2 sets of bidding documents for this project may be obtained by qualified prime contractors from the office of ZMM, Inc., Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302. A deposit of \$ **100.00** payable to ZMM, Inc., will be required for each set of documents. Deposits will be refunded if bidding documents are returned to the Architect in good condition within 20 days of bid date. Bidders will be responsible for cost of shipping and handling.

Request for Quotations may be obtained by contacting:

State Of West Virginia  
WV Purchasing Division  
2019 Washington Street, East  
Charleston, West Virginia 25305  
Phone: 304-558-2063

Bidding documents may be examined at Architect's office or at one of the following locations during regular business hours:

Kan. Valley Builder's Assoc.  
1627 Bigley Avenue  
Charleston, WV 25302  
304-342-7141

McGraw-Hill/F. W. Dodge  
437 19<sup>th</sup> Street  
Dunbar, WV 25064  
304-766-6880/FAX 304-766-6882

Contractors Association of WV  
2114 Kanawha Boulevard East  
Charleston, WV 25311  
304-342-1166/FAX 304-342-1074

Parkersburg/Marietta  
Contractor's Association  
4424-B Emerson Avenue  
Parkersburg, WV 26104  
304-484-6485/  
FAX 304-428-7622

Construction Employers Assoc.  
of North Central WV,  
2794 White Hall Blvd.  
White Hall, WV 26554  
304-367-1290/FAX 304-367-0126

A pre-bid conference will be held at the State Cultural Center at the date and time listed in the State's Request for Quotations. Attendance at pre-bid conference is mandatory for all prime bidders.

## DOCUMENT 00100 – INFORMATION AND INSTRUCTIONS TO BIDDERS

### 1. Pre-Bid Conference

A pre-bid conference will be held at the time stipulated in the "Request for Quotations" at the site. Attendance at pre-bid conference is mandatory for prime bidders only.

### 2. Receipt and Opening of Bids

Bids shall be properly executed and submitted according to instructions in the Request for Quotations.

The OWNER may consider informal any bid not prepared and submitted in accordance with these provisions and may waive any informalities in or reject any and all bids. Any alteration or withdrawal of bids must in accordance with WV Code 5A-31-11(c) and West Virginia Code of Rules 148 CSR 1 Section 6.2.6-6.2.8.

### 3. Bidder's Representations

By submitting a Bid, the Bidder represents that:

1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the Bidding Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
2. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed.
3. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
4. The Bidder and all workers, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the Bidding Documents.
5. The Bid is based solely upon the Bidding Documents, including properly issued written addenda, and not upon any other written representation.
6. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the Bid figure.

If any Bidder is in doubt as to the true meaning of any part of the Bidding Documents, the Bidder may submit to the Purchasing Division a written request for an interpretation thereof. The Bidder will be responsible for its prompt and actual delivery. An interpretation of Bidder's request will be made only by addenda. Questions regarding the bid process may be submitted to the State Purchasing Division at any time.

#### **4. Preparation of Bid**

Each bid should be submitted on the prescribed form and in accordance with the Director of Purchasing's requirements. All blank spaces for bid prices should be filled in, in ink or typewritten, in both words and figures.

Each bid should be submitted to the Purchasing Division in accordance with the instruction in the Request For Quotations

#### **5. Method of Bidding**

The OWNER invites the bids as stipulated in the bidding documents and as prescribed in the bid forms. No alternate proposals except those stated on the bid forms will be accepted. Conditional bids will not be accepted.

Bidders must comply with all bidding requirements and conditions set forth in the Project Manual and the Request For Quotations. In the case of any conflict, the Purchasing Division regulations as expressed in the Request For Quotations shall supersede the Project Manual. All bidders and bidder's subcontractors shall be licensed in compliance with WV State Code. All bidders shall include their license number on the Bid Form.

#### **6. Bid Security**

Each Bid shall be accompanied by a bid bond payable to the Owner for five percent (5%) of the total Bid issued by an A.M. Best, A- or better rated surety company listed on the most current Federal Register, Circular 570, and authorized to do business in the state of the proposed project. Sample Bid Bond forms are included in Bidding Forms section.

#### **7. Examination of Contract Documents and Site**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

#### **8. Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to Krista Ferrell in the WV Purchasing Division, per the language of and by the date shown in the Request For Quotations. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be distributed to all prospective bidders (at the respective addresses furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall

not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

#### **9. Security for Faithful Performance**

The Bidder to whom any contract is awarded, must pay for, execute and deliver to the Purchasing Division, prior to award of contract, a corporate surety Performance and Labor and Material Payment Bond on the forms for which a sample is provided, to be executed by an A.M. Best A- or better rated surety company listed on the most current Federal Register, Circular 570, and which is authorized to do business in the resident state of the Project, in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising thereunder. (See sample of Performance Bond-Labor and Material Payment Bond at conclusion of Information For Bidders).

#### **10. Power of Attorney**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

#### **11. Laws and Regulations**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Sales and Use Tax: This project is not exempt from state sales and use taxes.

#### **12. Substitutions**

Requests for approval of substitutions must be received by the Purchasing Division, by the date specified in the Request For Quotations for the submission of technical questions. To ensure clarity of the requests, faxed submissions are not permitted and will be rejected; vendors shall submit said requests in writing by mail, hand deliver or email.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when submitted with a completed "Request for Substitution (Prior to Bid)" form. Substitution requests must be accompanied by manufacturer's original product data information. Reproduced copies of manufacturer's product data will not be permitted and will be rejected. Burden of proof of merit of requested substitution is upon submitter; modifications of provisions of the Request for Substitution Form shall be stated on Contractor's letterhead and attached with request form and other attachments.

Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All items allowed by Addenda are subject to full provisions of original Bidding Documents, including all modifications thereto and shall be warranted as substitutions conforming with the Bidding Documents.

#### **13. List of Proposed Subcontractor and equipment/Material Suppliers**

The successful vendor should submit a listing of all subcontractors and all major equipment/material suppliers, along with the contractor's license number for each subcontractor, to the General Services Division within forty-eight (48) hours of the award of the Contract. This information is to be provided on the "List of Proposed Subcontractors, Equipment/Material Suppliers." Only one subcontractor or equipment/material supplier may be listed for each work area. The successful vendor should establish the reliability and responsibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work, and verify availability of proposed subcontractors. The successful vendor may be requested within five (5) calendar days after award of the contract to furnish to the General Services Division a more detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof. "

#### **14. Insurance Coverage**

The Contractor shall present evidence to the OWNER of adequate coverage of Public Liability and Property Damage Insurance to protect the OWNER from any claim of damage which might arise from any accident or carelessness during the life of this contract.

Insurance coverage types and minimum coverage amounts are indicated on sample Certificate of Insurance bound herein.

#### **15. West Virginia Workers' Compensation**

All employees engaged in the work of this contract shall be covered by State Compensation Insurance.

#### **16. Wage Rates**

In preparation of Bids, contractors are reminded that all projects for the State Of West Virginia are subject to requirements found in the "West Virginia Jobs Act," Chapter 21, Article 1C of the West Virginia Code and all Department of Labor regulations.

Each Bidder shall be responsible for obtaining a current and correct schedule of the prevailing wage rates, as determined by the WV Department of Labor for the resident county of the Project. Bidders may obtain current wage rates at [www.wvsos.com](http://www.wvsos.com), or contact the office of the WV Secretary of State (304) 558-6000.

Bidders are reminded that subject to the provisions of Chapter 21-5A of the West Virginia Code, a legible statement of all fair minimum wage rates to be paid the various classes of workers employed, shall be posted in a prominent place at the project site by each Contractor and subcontractor.

#### **17. Vendor's Number**

Prior to any contract being awarded, vendors must properly register and pay the appropriate registration fee to the Purchasing Division. Application for such certificate and vendor's number may be obtained from the Purchasing Director, Department of Administration, State Capitol Building, Charleston, West Virginia 25305.

**END OF DOCUMENT**

*Attachment: Request for Substitution (Prior to Bid)*

## REQUEST FOR SUBSTITUTION (PRIOR TO BID)

*This form must be submitted by a prime Bidder. Submissions by sub-bidders, suppliers or product representatives will not be accepted.*

**Instructions:**

1. Include product description, manufacturer's specifications, drawings, photographs, performance and test data adequate for evaluation of the request.
2. Include description of changes, if any, to Contract Documents required for the proper installation of proposed substitution.
3. When more than one model or system is shown on data submitted, identify specific product, including model or system and all applicable accessories to be proposed as a substitute.

To: **WV Purchasing Division,  
ATTN: Krista Ferrell, Senior Supervisor  
2019 Washington Street,  
Charleston, WV 25305**

Date: \_\_\_\_\_

Section: \_\_\_\_\_

Article: \_\_\_\_\_

Specified Product/Manufacturer: \_\_\_\_\_

Proposed Substitute: \_\_\_\_\_

The undersigned certifies that the following statements, unless modified on attachments, are correct:

1. The function, appearance, quality and warranty of the proposed substitution are equivalent or superior to the specified product or system.
2. The proposed substitution does not affect dimensions shown on Drawings.
3. The proposed substitution shall not change the building design, engineering design or detailing.
4. The proposed substitution shall have no adverse effect on other trades, the construction schedule or specified warranty requirements.
5. Maintenance and service parts shall be available for the proposed substitution.

**Submitted by:**

Signature/Title: \_\_\_\_\_

Prime Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Attachments

**Architect/Engineer's Review Comments:**

\_\_\_\_ Accepted      \_\_\_\_ Accepted As Noted

\_\_\_\_ Not Accepted      \_\_\_\_ Received Too Late

\_\_\_\_ Not a Substitutable Item

Signature: \_\_\_\_\_

Review Date: \_\_\_\_\_



# BID FORM

DATED: \_\_\_\_\_  
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV \_\_\_\_\_

SUBMITTED TO: State of West Virginia  
Department of Administration  
Purchasing Division

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for the:

**RETAIL SHOP / TOILET RENOVATIONS TO STATE CULTURAL CENTER  
WEST VIRGINIA CAPITAL COMPLEX  
CHARLESTON, WEST VIRGINIA**

all in accordance with the drawings and specifications as prepared by ZMM, Inc., 222 Lee Street West, Charleston, West Virginia 25302, as follows:

**BASE BID:**

For the sum of: \_\_\_\_\_  
(\$ \_\_\_\_\_).

If awarded contract, I (we) agree to perform the Retail Sales Area work to completion and ready for occupancy and use within 42 calendar days of the issuance of the Owner's Notice To Proceed with the balance of the work to be completed within 14 additional calendar days.

It is hereby certified that the undersigned is the only person(s) interested in this bid as principal, and the bid is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

\_\_\_\_\_  
\_\_\_\_\_

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all bids, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner.

The bidder hereby agrees to commence work under this contract on a date to be stipulated in the written Notice to Proceed by the Owner and to fully complete the scope of this contract in accordance with the Project Schedule and achieve SUBSTANTIAL COMPLETION of the Retail Sales Area within the time period indicated above.

Liquidated damages will be assigned at the rate of \$2,000.00 per day for every calendar day, beyond the time period stated herein, that the Retail Sales Area work of this contract remains incomplete and \$500.00 per day for every calendar day, beyond the time period stated herein, that the balance of the work remains incomplete.

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this bid is genuine and is not sham, collusive, or fraudulent; (2) this bid is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this bid is accepted.

**SIGNATURE OF BIDDER:**

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Address: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**END OF BID FORM**



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
GSD096449

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BLDG. 9 - CULTURE & HISTORY  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/27/2009				

BID OPENING DATE: 04/29/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST,		
				2.) ANSWER ALL TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE DEADLINE FOR TECHNICAL QUESTIONS,		
				3.) ADD REVISED BID FORM (SECTION 00300),		
				4.) ADD CALENDAR OF EVENTS, AND		
				5.) ADD THE BELOW DRAWINGS:		
				GSD096449: A-2R1A		
				GSD096449: A-2R1B		
				GSD096449: FA-1R1		
				BID OPENING DATE REMAINS: 04/29/2009		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001		LS		968-42		
	1			BLDG#9 MUSEUM GIFT SHOP RENOVATIONS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Robert D. Hill</i>	304-632-1600	4/29/09
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0648251	

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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

**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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

30006442 Pitt Shop

Date:

4/21/2009

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	RBS Construction
Firm Address:	4300 1st Ave Suite 200 Nitro WV 25143
Representative Attending:	Daryl Smith
Phone Number:	304 755-2800
Fax Number:	304 755-3022
Email Address:	Daryl@RBSWV.COM

Firm Name:	Wiseman Const. Co. Inc
Firm Address:	1616 6th Ave Charleston, WV 25312
Representative Attending:	Hep White
Phone Number:	304-344-1200
Fax Number:	304-344-1281
Email Address:	hwhite@wisemanconst.com

Firm Name:	<del>Jessica Robinson</del> NEIGHBORHOOD CONSTRUCTION
Firm Address:	1216 7th Ave. PO Box 281 HUNTINGTON, WV 25807
Representative Attending:	Jessica Robinson
Phone Number:	304-525-5181 X 249
Fax Number:	304-525-7795
Email Address:	jrobinson@NEIGHBORHOODCON.COM

Firm Name:	CAPITAL BUILDERS
Firm Address:	4008 5TH STREET RD HUNTINGTON, WV 25701
Representative Attending:	ANDY HEKING
Phone Number:	(304) 697-5062
Fax Number:	(304) 697-5004
Email Address:	gc@capitalbuild.com

Firm Name:	Oval Construction
Firm Address:	P.O. Box 401 Charleston, WV, 25322
Representative Attending:	Kent Williams
Phone Number:	304-347-8820
Fax Number:	304-347-8821
Email Address:	KARNEY@ovalconstruction.com

Firm Name:	Don Hill Construction
Firm Address:	P.O. Box 685 Granley Bridge, W.Va 25085
Representative Attending:	Don Hill
Phone Number:	304-632-1600
Fax Number:	304-632-1501
Email Address:	Rolanhill@hotmail.com

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: 650096499 bid. Sep

Date: 4/21/2009

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>RCA CORP.</u>
Firm Address:	<u>1738 Mt ALPHA RD. CHARLOTTE WV 25304</u>
Representative Attending:	<u>JEFF ALLRED</u>
Phone Number:	<u>304-925-9510</u>
Fax Number:	<u>304-925-9510</u>
Email Address:	<u>JALLRED@AOL.COM</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>LIGHTING SALES ASSOC INC</u>
Firm Address:	<u>1101 STA AVE HARRINGTON, WV 25701</u>
Representative Attending:	<u>ANDREW LILLY</u>
Phone Number:	<u>304 523-0145</u>
Fax Number:	<u>304 523-3481</u>
Email Address:	<u>ANDY@LIGHTING-SALES.COM</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

**RFQ#GSD096449****Building Nine Museum Gift Shop Renovations****Technical Question & Answers**

**Question#1:** The RFQ#GSD096449 & A201-1997 Supplementary Conditions §11.4 vary in regards to the requirements for Builder's Risk insurance. Please clarify.

**Answer#1:** The RFQ prevails in that there is no requirement for Builder's Risk insurance on this project.

**Question#2:** On Drawing A-1, who is responsible for demolition of the existing ceiling and all items suspended from the ceiling (ie, speakers, lighting/track and fixtures)?

**Answer#2:** Include an Alternate price on the revised Bid Form (attached), to include the removal and disposal of the existing ceiling, speakers and other appurtenances mounted on the ceiling. Carefully remove the track-lights, lighting truss, existing light tracks and drop wiring. Turn this lighting system over to the Owner for future use by the Owner. Alternate price shall include all demolition work necessary. Preparation for painting and other demolition work previously included in the contract shall remain in the Base Bid.

**Question#3:** On Drawing A-1, is the painting of the open structure and future fire sprinkler piping included as part of this contract?

**Answer#3:** Yes, painting of these elements is included in this contract.

**Question#4:** On Drawing FA-1, could you please provide the manufacture and model numbers for each item in the furnishing schedule? I understand these items can be substituted from the list of acceptable manufacturers, but it is hard to delineate which items should be used for comparison.

**Answer#4:** Please see attached drawing: GSD096449 Drawing FA-1R1. Some of the manufacturers of certain items on the list do not provide model numbers.

**Question#5:** Are the materials (carpet, lighting, furnishings, etc) available within the time frame specified for project completion?

**Answer#5:** The Architect believes they are based on preliminary conversations.

**Question#6:** Could the General Services Division provide a schedule of events, indicating when the contractor will not have building access? Can we work overtime during the nights and/or weekends? Are there any restrictions on building access?

**Answer#6:** See attached GSD096449 Cultural Center Event Schedule. Note that work in the Cultural Center will not be permitted on and between May 22 to 25 (Memorial Day Weekend) due to the Vandalia Festival which is held in the building. Contractor will continue to have control of the space during that period for storage. Otherwise, the Contractor can and must coordinate overtime, night and weekend work schedule with the Division of Culture & History. Contractor must coordinate building access and access to secure areas with the Division of Culture & History.

Question#7: On Drawing A-1, where will the marble panels be relocated to? Are they stored or installed in a new location?

Answer#7: Contractor will turn marble panels over the Cultural Center maintenance staff, who will remove the panels from the area for storage.

Question#8: Is there available storage space within Building 9 or can the GC provide a storage container for materials? Is there a designated lay-down area for a dumpster, material storage or storage containers, and parking for the workers?

Answer#8: There is no available storage space within Building 9. Owner will coordinate the location of a storage container in the loading dock area behind the building. Worker parking will be available in the Laidley Field -Visitor Parking area on Elizabeth Street.

Question#9: On Drawing A-1, Note 3 in Corridor 100: Please provide further direction on matching the wall where the door frame is removed. The existing wall has marble panels before the door and wallpaper after the frame. What wall type and finish is required at this location?

Answer#9: Remove wall covering, patch gap left when frame is removed with GWB, and paint wall.

Question#10: On Drawing FA-1, The 4-way slat wall does not specify a finish. What finish is required for this furnishing?

Answer#10: Maple

Question#11: On Drawing FA-1: Please provide details for item # 30, mobile sign, on the Furnishings Schedule. If the sizing and details will not be provided until post-bid, is it possible to provide an allowance for this bid item?

Answer#11: Per attached FA-1R1, **This sign is Not in Contract**

Question#12: Section 05400: The overall project schedule does not allow for stamped shop drawings. Lead time for stamped and sealed cold-formed metal framing shop drawings is 8 to 10 weeks. We are requesting for this portion of the work to be deleted from the project's scope in order to meet the fast track schedule specified for this project.

Answer#12: **The requirement for "stamped" shop drawings is rescinded; however, shop drawings are required.**

Question#13: As you enter the existing gallery, on the left there will be a gap between the marble when the door and the ceiling is removed and the existing wall paper near the archive entrance. Shall we either paint or wall paper that entire wall for continuity?

Answer#13: Remove wall covering, patch gap left when frame is removed with GWB, and paint wall. (See Question#9, above)

Question#14: Will the mirror to be installed in the employee restroom be too high if it is 60 inches above the sink?

Answer#14: Mirror shall be Model #B-293 1830 (or equal) with top to be 5'-9" above floor.



Question#15: In section a-1, what exactly are the arched line segments calling for?

Answer#15: Lines represent changes in carpet color.

Question#16: How will the stanchions be attached or lagged to the wall and will there be two that come together to create the space or will it be one long one?

Answer#16: Attach as recommended by Manufacturer. Provide sufficient "stand-alone" stanchions to enclose the area indicated by the dotted line on the plan.

Question#17: Will the counter for the bathroom sink be plastic solid or a laminate?

Answer#17: Solid Surface.

Question#18: Will we use metal furring strips or studs to attach slatwall to the existing concrete walls; as those walls are made of concrete that is much harder than average?

Answer#18: Either is acceptable.

Question#19: Are we to paint the existing superstructure [bar-joists, etc] black up above the slat-wall and can we spray paint in this area?

Answer#19: Yes, the existing joists are to be painted, and the existing wall above the slat wall. Owner will approve spray painting given the proper encapsulation by the Contractor.

Question#20: Can we bring a scissor lift in thru the front doors and across the marble floor?

Answer#20: Contractor to provide protection including doors, marble, carpet and other finishes. Verify load limits on floor and provide load distribution as required to protect structure. Contractor shall be responsible for any damage to the structure, finishes and building systems.

Also, make the following revisions to the Request for Quotations:

**On drawing E-1 add 100a. 3-phase heavy duty fusible disconnect switch fused at 70a. to transformer primary. Locate switch on mezzanine level on primary side of transformer.**

**Clarification to Track Lighting: Provide individual hot and neutral conductors to each track circuit GS-1 thru GS-16. Do not share neutrals. Track and Track heads are rated at 120v. / 1 phase.**

# May 2009

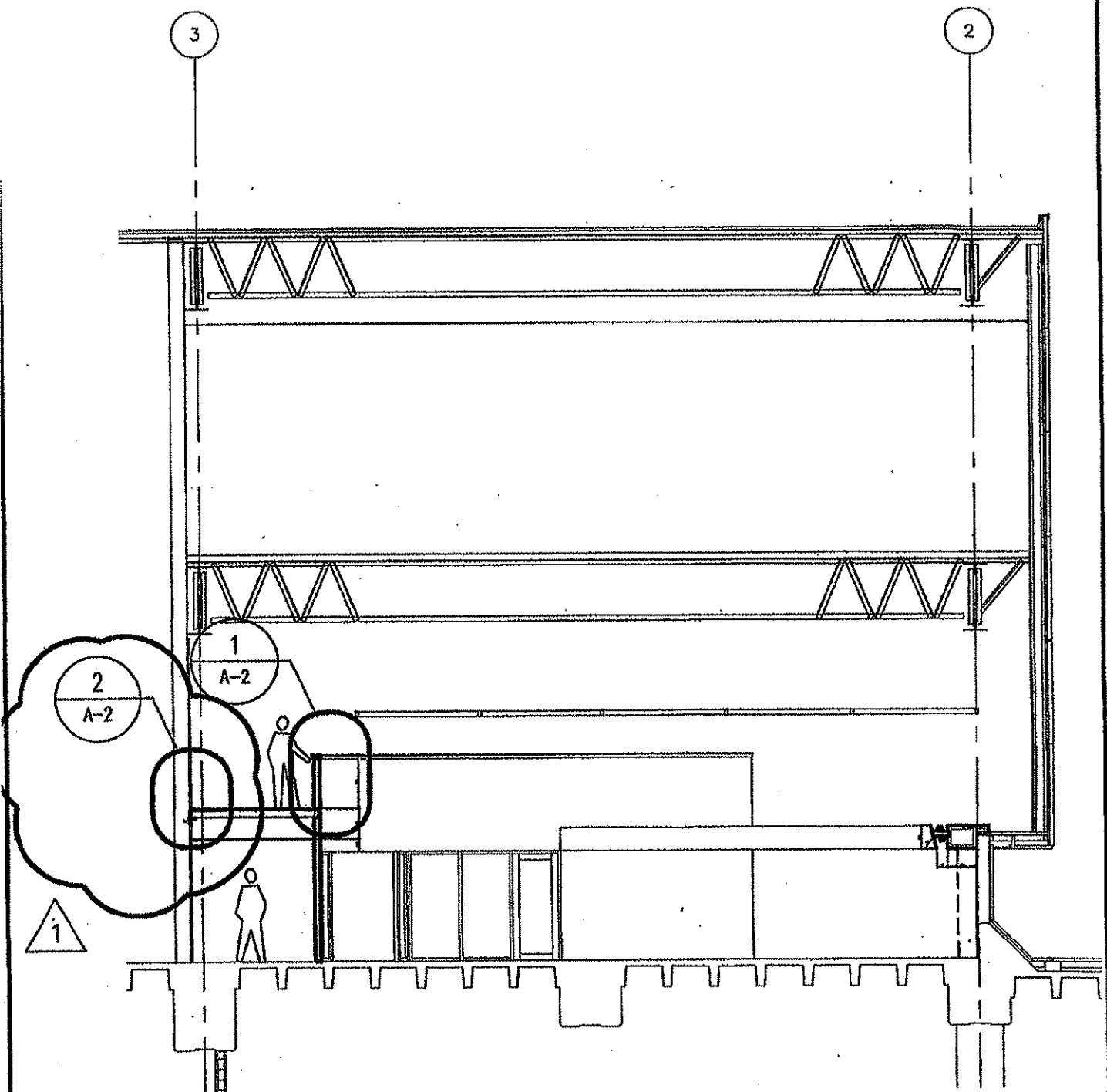
Calendar Meeting 3/17/2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																						
					1 GH/TH Golden Horseshoe Awards	2 GR 9am - 6pm Discover the Arts and crafts split bottom woven stool workshop																																																																																						
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10 MT Stage	11 GH QUILT INSTALL GR: 9am - 5pm Arts Prof Dev Panel	12 GUTH AM Education Alliance (Methu)	13 GR: 9am - 5pm WVCA Panel  GUTH INSTALL	14 GR: 11am - 1pm Vandella Food Booth Meeting	15 MUSEUM finished	16																																																																																						
17	18	19	20 Vandella Set Up	21 GR: set up for Vandella	22 Vandella	23 Vandella																																																																																						
24 Vandella	25 Holiday: Building Closed	26	27	28	29	30																																																																																						
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# June 2009

## Calendar Meeting 3/17/2009

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																																																																												
	1	2	3 GR: 9am - 5pm WVCA Arts	4 GH-WVU	5	6																																																																																												
7 GH/TH 12 - 4pm Johns Hopkins Awards Ceremony	8	9	10 GR: 9am - 5pm OHRD Training	11 GR: 8am - 5pm WVCA Arts meeting	12	13 TH 10am - 3:30pm Discover Arts and Crafts Square Dance Callers wksp																																																																																												
14 Camp Carter: Heritage Day	15	16	17 GH: Sec of Education Office GIP event	18 GR 9am - 5pm Know Your State Govt Training  TH/GH ? Set Up for Museum Opening	19 Set up for Museum Opening Day  WV Day - Holiday <i>Convent Horseshoe</i> <i>ReUNION</i> <i>3:30-4:30</i> <i>9:30 Reg</i> <i>10:30 RA</i>	20 WV State Museum Opening Day																																																																																												
21 TH: 10am - 10pm Nina Denton Festiv-All dance	22 GH/TH: Honoring America's Coal Minors  Thorny Lieberman Opening	23	24 Dance Floor down in GH	25 Dance Floor down in GH	26 GH/TH: 4pm - 6pm Dance Classes with Judith Steele	27 TH/GH: 9am - 4:30pm Dance Classes with Judith Steele																																																																																												
28 Mt Stage	29 Dance Floor Strike	30 Dance Floor Strike	<table border="1" style="display: inline-table; margin-right: 20px;"> <caption>May 2009</caption> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>1</td><td>2</td></tr> <tr><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td></tr> <tr><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td></tr> <tr><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td></tr> <tr><td>31</td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <table border="1" style="display: inline-table;"> <caption>Jul 2009</caption> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>T</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td></tr> <tr><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td></tr> <tr><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td></tr> <tr><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td></tr> <tr><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td></tr> </tbody> </table>				S	M	T	W	T	F	S						1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31							S	M	T	W	T	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
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**A SECTION**  
 1/8" = 1'-0"

**ZMM**  
 Z M M, INC.  
 ARCHITECTS • ENGINEERS  
 222 LEE STREET W  
 CHARLESTON, WV 25302  
 PHONE (304) 342-0159  
 FAX (304) 345-8144

**SUPPLEMENTAL DRAWING**

- NEW DRAWING or DETAIL \_\_\_\_\_ on sheet \_\_\_\_\_
- REVISION OF DRAWING or DETAIL A on sheet A-2
- CLARIFICATION OF DRAWING or DETAIL \_\_\_\_\_ on sheet \_\_\_\_\_

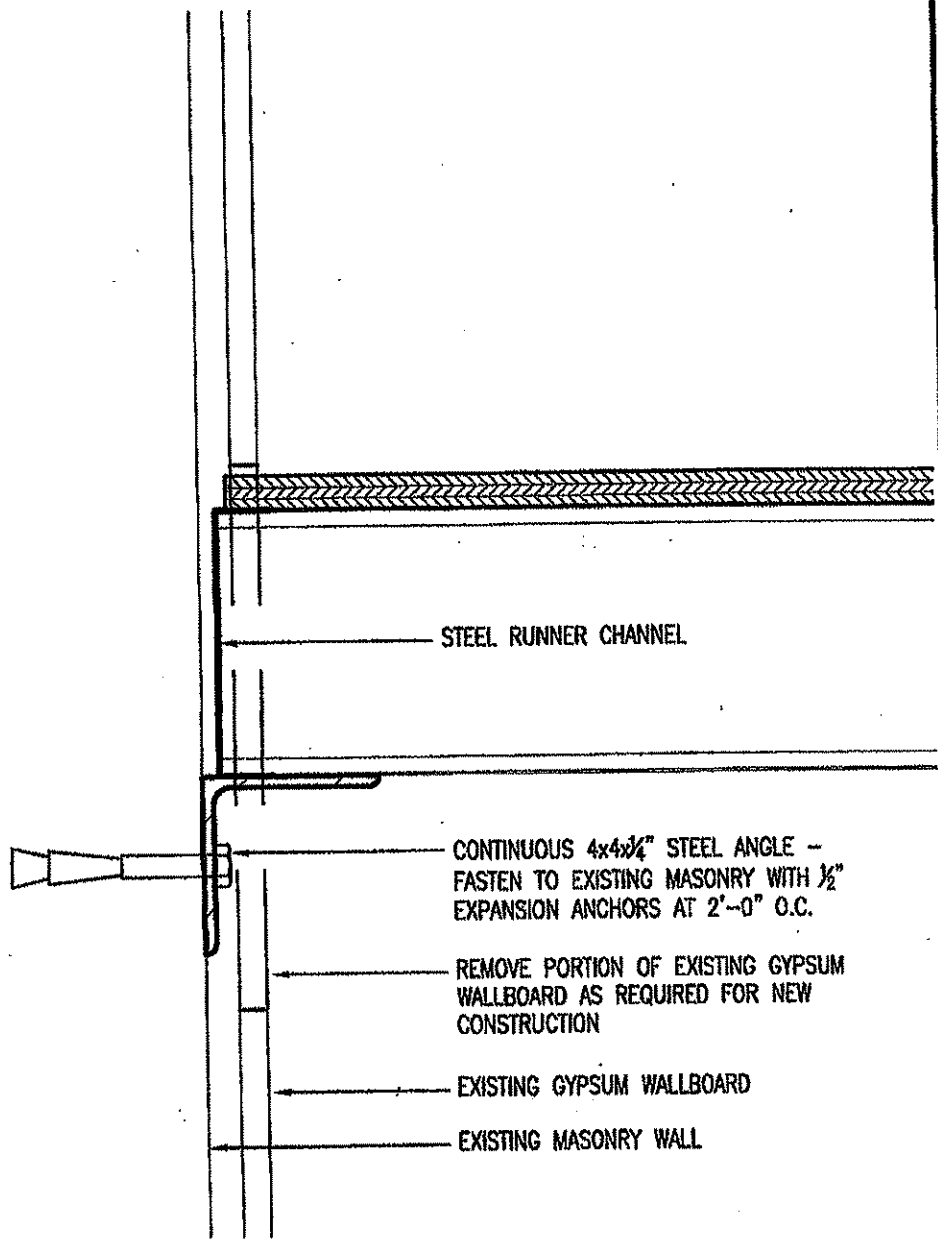
ATTACHMENT TO:  
 ADDENDUM NO. 1  
 CHANGE ORD. NO. \_\_\_\_\_  
 C.C.D. NO. \_\_\_\_\_

BY: **BAE**

COMM. NO.  
**0855**

**STATE MUSEUM SHOP**  
 Charleston, West Virginia

DWG. NO.  
**A-2R1A**



STEEL RUNNER CHANNEL

CONTINUOUS 4x4x $\frac{1}{4}$ " STEEL ANGLE - FASTEN TO EXISTING MASONRY WITH  $\frac{1}{2}$ " EXPANSION ANCHORS AT 2'-0" O.C.

REMOVE PORTION OF EXISTING GYPSUM WALLBOARD AS REQUIRED FOR NEW CONSTRUCTION

EXISTING GYPSUM WALLBOARD

EXISTING MASONRY WALL

**2** **DETAIL**  
3" = 1'-0"



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ARCHITECTS • ENGINEERS  
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**SUPPLEMENTAL DRAWING**

- NEW DRAWING or DETAIL 2 on sheet A-2
- REVISION OF DRAWING or DETAIL \_\_\_\_\_ on sheet \_\_\_\_\_
- CLARIFICATION OF DRAWING or DETAIL \_\_\_\_\_ on sheet \_\_\_\_\_

ATTACHMENT TO:  
 ADDENDUM NO. 1  
 CHANGE ORD. NO. \_\_\_\_\_  
 C.C.D. NO. \_\_\_\_\_

BY: **BAE**

COMM. NO.  
**0855**

**STATE MUSEUM SHOP**  
Charleston, West Virginia

DWG. NO.  
**A-2R1B**

## FURNISHINGS SCHEDULE (BID ITEMS)

TAG (#)	ITEM	SIZE	MFG/MODEL NO.	REMARKS
1	DISPLAY NESTING TABLES -- TAPERED LEG		BASIS OF DESIGN -- FRANKLIN FIXTURES	
2	DISPLAY TOWER -- 48" HIGH		BASIS OF DESIGN -- THE FIXTURES GROUP	INCLUDE POLISHED EDGE GLASS SHELVING -- INCLUDE HORIZONTAL BRACING SYSTEM
3	DISPLAY TOWER -- 60" HIGH		BASIS OF DESIGN -- THE FIXTURES GROUP	INCLUDE POLISHED EDGE GLASS SHELVING -- INCLUDE HORIZONTAL BRACING SYSTEM
4	DISPLAY TOWER -- 72" HIGH		BASIS OF DESIGN -- THE FIXTURES GROUP	INCLUDE POLISHED EDGE GLASS SHELVING -- INCLUDE HORIZONTAL BRACING SYSTEM
5	GONDOLA -- WOOD		BASIS OF DESIGN -- LUNDA	ADJUSTABLE SHELVING -- INCLUDE HORIZONTAL BRACING SYSTEM
6	GONDOLA SHES -- WOOD		BASIS OF DESIGN -- LUNDA	ADJUSTABLE SHELVING -- INCLUDE HORIZONTAL BRACING SYSTEM
7	BACK WRAP --		BASIS OF DESIGN -- THE FIXTURES GROUP	INCLUDE SHELVING AND SLOMO DOOR
8	CASH WRAP -- HALF VISION GLASS DISPLAY		BASIS OF DESIGN -- THE FIXTURES GROUP	INCLUDE LOCKS AND HALOGEN LIGHTING
9	REGISTER STAND		BASIS OF DESIGN -- THE FIXTURES GROUP	
10	DISPLAY TOWER -- 71" HIGH -- LOCKING DOOR		BASIS OF DESIGN -- THE FIXTURES GROUP	INCLUDE LOCKS AND HALOGEN LIGHTING
11	PEDESTAL CUBES -- 15" X 18" X 18"		BASIS OF DESIGN -- ROBERT H HAM	INCLUDE 5 OF THESE -- NOT SHOWN ON PLAN
12	PEDESTAL CUBES -- 15" X 15" X 24"		BASIS OF DESIGN -- ROBERT H HAM	INCLUDE 5 OF THESE -- NOT SHOWN ON PLAN
13	PEDESTAL CUBES -- 15" X 15" X 30"		BASIS OF DESIGN -- ROBERT H HAM	INCLUDE 5 OF THESE -- NOT SHOWN ON PLAN
14	SLAT WALL FOUR WAY FIXTURE		BASIS OF DESIGN -- ROBERT H HAM	ADJUSTABLE--INCLUDE CASTERS AND HORIZONTAL BRACING SYSTEM
15	SLAT WALL SYSTEM W/ STORAGE DRAWERS BELOW		BASIS OF DESIGN -- ROBERT H HAM	W/ METAL INSERTS AND MAPLE FINISH
16	SLAT WALL SYSTEM		BASIS OF DESIGN -- ROBERT H HAM	W/ METAL INSERTS AND MAPLE FINISH
17	ARTIFACT DISPLAY UNIT		BASIS OF DESIGN -- THE FIXTURES GROUP	
18	TWO DRAWER STORAGE	24"X24"DX24"W	CASE SYSTEMS	84020 -- MAPLE FINISH
19	TWO DRAWER STORAGE	24"X24"DX30"W	CASE SYSTEMS	84010 -- MAPLE FINISH
20	WALL MOUNTED RETRACTABLE SECURITY STANCHIONS		BASIS OF DESIGN -- www.stanchiondepot.com	INCLUDE ALL PARTS AND PIECES TO ENCLOSE THE AREA MARKED ON DRAWING
21	DESK	60"W X 30"D	BASIS OF DESIGN -- HON	INCLUDE PENCIL DRAWER AND PEDESTAL FILE
22	WIRE METAL SHELVING -- 30" X 18"		LYON WORKSPACE PRODUCTS REFER TO NOTE 4 BELOW	43500 -- KK -- DESIGNER BLACK
23	WIRE METAL SHELVING -- 60" X 18"		LYON WORKSPACE PRODUCTS REFER TO NOTE 4 BELOW	43500 -- KK -- DESIGNER BLACK
24	FOLDING LEG TABLE	30"D X 60"W	BASIS OF DESIGN -- GLOBAL, CHFT3080	
25	THREE SHELF UTILITY CART	18"D X 36"W	LYON WORKSPACE PRODUCTS REFER TO NOTE 4 BELOW	43251 -- CHROME
26	FLOOR STANDING CARD HOLDER -- 48 POCKETS -- WIRE -- SPINNING		BASIS OF DESIGN -- JULE-ART	
27	FLOOR CD HOLDER -- 60 POCKETS -- WIRE -- SPINNING		BASIS OF DESIGN -- JULE-ART	
28	DESK CHAIR		BASIS OF DESIGN -- HON	RESOLUTION 8212--ADJUSTABLE SEAT--BLACK FRAME
29	FILE CABINET		BASIS OF DESIGN -- HON	3 DRAWER FILE -- BLACK
30	NOT USED			
31	LAMINATE LOCKERS -- Z8510 -- TWO DOOR	84"X21"DX24"W	CASE SYSTEMS INC. OR ARCHITECT APPROVED EQUAL	PROVIDE KEY LOCKED DOOR HANDLE
32	LAMINATE LOCKERS -- 17000 -- FIVE DOOR	84"X21"DX15"W	CASE SYSTEMS INC. OR ARCHITECT APPROVED EQUAL	PROVIDE KEY LOCKED DOOR HANDLE

## FURNITURE SCHEDULE

SCALE: NOT TO SCALE

**ZMM**  
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 ARCHITECTS • ENGINEERS  
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ATTACHMENT TO:  
 ADDENDUM NO. 1  
 CHANGE ORD. NO. \_\_\_\_\_  
 C.C.D. NO. \_\_\_\_\_

BY: ASP

COMM. NO.  
0855

STATE MUSEUM SHOP  
 Charleston, West Virginia

DWG. NO.  
FA-1R1

# BID FORM

DATED: \_\_\_\_\_ Danhill Construction Company  
 (Bidder to insert date bid submitted) PO Box 685  
 SUBMITTED BY: (Name and Address) Gauley Bridge, WV 25085

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 001196

SUBMITTED TO: State of West Virginia  
 Department of Administration  
 Purchasing Division

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for the:

**RENOVATIONS FOR THE STATE MUSEUM SHOP AT THE WEST VIRGINIA CULTURAL CENTER  
 WEST VIRGINIA CAPITAL COMPLEX  
 CHARLESTON, WEST VIRGINIA**

all in accordance with the drawings and specifications as prepared by ZMM, Inc., 222 Lee Street West, Charleston, West Virginia 25302, as follows:

**BASE BID:**

For the sum of: Four Hundred Forty Four Thousand Dollars  
 (\$ 444,000.00 )

**ALTERNATE BID:** Remove the existing Ceiling, Ceiling suspension components, Light Fixture Trusses suspended from the Ceiling, Speakers attached to the Ceiling, and all electrical circuit wiring (back to the electrical panels providing power to the lighting, speakers, etc.) associated with the removed electrical components.

For the sum of: Four thousand Six Hundred  
 (\$ 4,600.00 )

If awarded contract, I (we) agree to perform the Retail Sales Area work to completion and ready for occupancy and use within 42 calendar days of the issuance of the Owner's Notice To Proceed with the balance of the work to be completed within 14 additional calendar days.

It is hereby certified that the undersigned is the only person(s) interested in this bid as principal, and the bid is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and

materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

Add #1 04/27/09 \_\_\_\_\_  
\_\_\_\_\_

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all bids, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner.

The bidder hereby agrees to commence work under this contract on a date to be stipulated in the written Notice to Proceed by the Owner and to fully complete the scope of this contract in accordance with the Project Schedule and achieve SUBSTANTIAL COMPLETION of the Retail Sales Area within the time period indicated above.

Liquidated damages will be assigned at the rate of \$2,000.00 per day for every calendar day, beyond the time period stated herein, that the Retail Sales Area work of this contract remains incomplete and \$500.00 per day for every calendar day, beyond the time period stated herein, that the balance of the work remains incomplete.

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this bid is genuine and is not sham, collusive, or fraudulent; (2) this bid is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this bid is accepted.

**SIGNATURE OF BIDDER:**

Firm: Danhill Construction Co. By: Robert D. Hill  
Address: P.O. Box 685 Title: President  
Address: Gauley Bridge WVa Phone: 304-632-1600  
25085

**END OF BID FORM**



**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 Thousand Eight Hundred Dollars (\$ 27,800.00 ) 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  
Renovations of Museum Gift Shop

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  
29<sup>th</sup> day of April, 20 09.

Principal Corporate Seal

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

Surety Corporate Seal

Colonial Surety company  
(Name of Surety)  
Roberta Bird *Roberta Bird*  
Attorney-in-Fact

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

**Colonial Surety Company**

Administrative Office  
50 Chestnut Ridge Road  
Montvale, NJ 07645

**CONSENT OF SURETY**

WV Cultural Center Museum  
1900 Kanawha Blvd, East  
Charleston, WV 25305

**RE: Renovation of Museum Gift Shop**

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 29th day of April 2009.

**COLONIAL SURETY COMPANY**

BY: Roberta Bird  
Roberta Bird (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

Glen Ferris                      WV                      Roberta Bird  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

**Any and All Bonds**

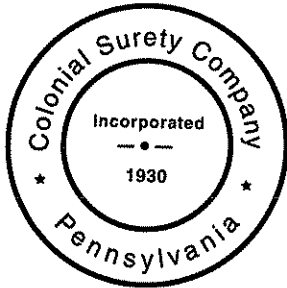
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment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

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

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

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

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



COLONIAL SURETY COMPANY

By Wayne Nunziata  
Wayne Nunziata, President

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



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

Theresa Simmons  
Theresa Simmons Notary Public

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

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

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

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 29th day of April, 20 09.

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

Frederick S. Gallo  
Frederick S. Gallo, Secretary

State of West Virginia

County of Fayette

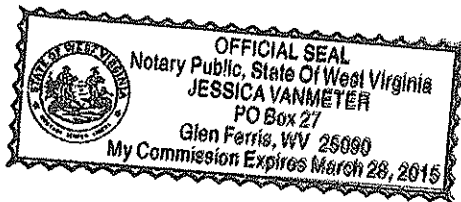
AND NOW, this 29th day of April, in the calendar year of 2009, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Bird, 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



# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/7/2008

PRODUCER (304)720-2000 FAX: (304)720-2002  
Mountain State Insurance Agency  
1206 Kanawha Blvd. E.

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.

Charleston WV 25301

INSURERS AFFORDING COVERAGE

NAIC #

INSURED  
DanHill Construction Company (Inc.)  
Box 685

INSURER A: Westfield

24112

INSURER B:

INSURER C:

INSURER D:

Gauley Bridge WV 25085

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	CWP3808332	5/24/2008	5/24/2009	EACH OCCURRENCE \$ 1,000,000
		<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				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY	CWP3808332	5/24/2008	5/24/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	CWP3808332	5/24/2008	5/24/2009	OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
						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	CWP3808332	5/24/2008	5/24/2009	WC STATUTORY LIMITS OTHER 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  
This certificate is only for proof of insurance. This certificate does not confer on or extend insurance coverage to any recipient. This certificate does not amend any insurance coverages. All insurance coverages are subject of the policy terms and conditions.

## CERTIFICATE HOLDER

For Insurance Purposes Only

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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  
Darlene Payne/DARLEN





**PRODUCER:**

BrickStreet Mutual Insurance Company  
400 Quarrier Street  
Charleston, WV 25301

**CERTIFICATE HOLDER:**

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

**INSURED:**

DANHILL CONSTRUCTION COMPANY  
PO BOX 685  
GAULEY BRIDGE, WEST VIRGINIA 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: WC10009090-05**

**DATE CERTIFICATE ISSUED: 09/02/2008**

**POLICY EFFECTIVE DATE: 08/28/2008**

**EXPIRATION DATE: 08/28/2009**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

**LIMITS / COVERAGE**

**WORKERS COMPENSATION - STATUTORY LIMITS**

**EMPLOYERS LIABILITY LIMITS:**

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

**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:**

# 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**

AUGUST 06, 2008

**Expiration Date**

AUGUST 06, 2009

*Robert D. Hill*  
Authorized Company Signature

*Michael A. Carl*  
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.





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

STATE OF West Virginia

COUNTY OF Fayette, TO-WIT:

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

1. I am an employee of Danhill Construction Co.; and,  
(Company Name)
2. I do hereby attest that Danhill Construction Co.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Danhill Construction Company  
(Company Name)

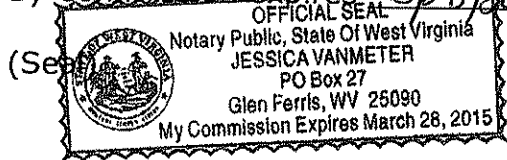
By: Robert D. Hill

Title: President

Date: 4/29/2009

Taken, subscribed and sworn to before me this 29 day of April 2009.

By Commission expires 3/28/2015



Jessica Vanmeter  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

**West Virginia Code** §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Danhill Construction Co.Authorized Signature: Robert D. HillDate: 4/29/09