



JERRY GOFF • AIA  
ARCHITECTURE

29 AUG 2016

WV Army National Guard  
Construction and Facilities Management Office (CFMO)  
1707 Coonskin Drive  
Charleston, West Virginia 25311-1099

Re: "WINDOW REPLACEMENT for ARMORIES – ADJ17000003

The Construction and Facilities Management Office is about to embark on these important projects for the West Virginia National Guard. The project will be both challenging and demanding.

There are other qualified firms that will submit their credentials for this contract; however, should you choose Jerry Goff Architecture to implement the design of your project, you will receive the following distinct advantages:

- Jerry Goff Architecture brings a unique perspective to the project having served as *Architect for Window Replacement Projects at Armories located in Gassaway, Parkersburg, Dunbar, Bluefield, Keyser and Point Pleasant*.
- You will have the *expertise of an Architect who has successfully designed and administered complex PROJECTS for the West Virginia Army National Guard.*
- Your project will be much more than "just another project" as some firms approach projects. *As a project of the WV Army National Guard, WE WILL MAKE THIS A PRIORITY PROJECT in our office.*
- You will benefit from our **EXPERIENCE** and **KNOWLEDGE** gained in the design of Window Replacement projects for the WV Army National Guard.

We thank you for the opportunity to submit our expression of interest for this Project and look forward to further discussions on this very important project. If you have any questions about our proposal, please call me at (304) 722-3379.

Jerry Goff, AIA

06/31/16 14:27:57  
Purchasing Division

# Proposal for Architectural & Engineering Services

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WINDOW REPLACEMENT PROJECTS  
For Armories EOI Design- ADJ1700000003



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# The FIRM, Jerry Goff Architecture

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## **Firm History**

The firm of Jerry Goff Architecture is a third generation Architectural firm originally established in 1959 in St. Albans, West Virginia. The firm provides comprehensive design services for commercial, military, healthcare facilities, banks, assembly and educational facilities.

Since 1977, Jerry Goff Architecture has been working with owners to meet their current space requirements and plan for future growth of their facilities. The key to the success of any project is to have a planning team *experienced in creative design solutions in meeting the client's facility needs.*

Our team of specialists offers our clients the expertise to successfully complete increasingly complex projects.

In addition to offering our clients the highest quality design services, our firm offers other services that help our clients make important decisions through the enormous task of creating a properly designed modern facility.

*Our staff is  
enthusiastically  
dedicated to  
the success of  
your project*

## **Goals for Our Clients Projects**

Our goal for our clients' complex projects is to achieve innovative design solutions meeting today's requirements with consideration for future growth in a cost-effective manner.



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*We pride ourselves in being good "listeners"*

*More building for each dollar spent by our clients*

### **Maximizing Input**

Our firm prides itself on its ability to meaningfully involve all of the Owner's Planning Team that you feel are important to the success of your project in the planning and design process. In the development of each Jerry Goff Architecture project, our design team works closely with your planning staff, administrative, maintenance personnel, and project leader to design a facility, which *meets today's needs and anticipates the needs of tomorrow*. We have extensive experience in bringing groups to consensus and communicating complex architectural issues in understandable terms.

### **Proven Project Experience**

As you plan, design and construct your new project, you will need a team that has experience with these complex facilities and the many issues that you will need to address to ensure the success of your project.

We include an overview of our firm's design experience. The same professionals that made these projects successful will be working with you to ensure your new project meets all of your program requirements.

### **Maximizing Value**

We place great importance in obtaining the greatest value for our clients. We work to maximize each dollar spent to gain the most cost efficient building project.

### **User Friendly Buildings**

Our firm has always been committed to designing facilities that are both attractive and cost effective.



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## **QUALIFICATIONS & EXPERIENCE**

Jerry Goff Architecture offers unique **QUALIFICATIONS** and **EXPERIENCE** having served as *Architect for WEST VIRGINIA ARMORY WINDOW REPLACEMENT PROJECTS:*

GASSAWAY READINESS CENTER  
ST. ALBANS JITEC  
PARKERSBURG  
DUNBAR  
BLUEFIELD  
POINT PLEASANT

## **PROJECT MANAGEMENT, QUALITY and COST CONTROL**

You will have the expertise of Jerry Goff Architecture's experienced staff including Jerry Goff, Jason Goff and Chris Legg; experienced in projects of the West Virginia Army National Guard demonstrating:

- PROJECT MANAGEMENT SKILLS,
- QUALITY DESIGNS,
- WORKING WITHIN BUDGETS
- CONSTRUCTION ADMINISTRATION



**JERRY GOFF**  
ARCHITECTURE

# JERRY R. GOFF, AIA

## Principal Architect

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**Jerry Goff**  
**AIA, NCARB**  
Owner

### Architectural Registrations:

WV  
OH  
FL

**Experience:**  
30 Years

**Affiliations:**  
West Virginia  
Society of Architects

American Institute  
of Architects

National Council of  
Architectural  
Registration Board:  
Certification  
No. 20,106

Jerry Goff has proven he can work to achieve the best value and most for each dollar spent for his client working within the Owner's budget whether the project is a complex renovation project or a new construction project.

Mr. Goff has led teams in the development of major projects such as the BB & T Banking Operations Center, Hurricane High School, and GW Middle School. Military project experience includes the COONSKIN JFHQ, TRI-STATE ARMORY OMS, CAMP DAWSON ARMORY OMS, HUNTINGTON ARMORY (Virginia Avenue) OMS, ST. ALBANS CST and GASSAWAY READINESS CENTER.

Jerry Goff prides himself in the ability to obtain a consensus with his clients to set and achieve the Owner's goals in an efficient cost effective manner. He considers his greatest asset as an architect is "being a good listener" and determining the Owners requirements and then implementing a process that results in a successful building project. Jerry Goff has developed his expertise by dedicating his career to satisfying clients' needs.

Jerry Goff's credentials include:

- NCARB - National Council of Architectural Registration Boards certified.
- Licensed: West Virginia, Florida, Ohio
- Member of the American Institute of Architects
- Served as Architectural Consultant to the West Virginia Library Commission
- Past Director: West Virginia Society of Architects
- Served on Liaison Committee for the WVSA and the West Virginia State Fire Marshal
- Design Awards:
  - WVSA Honor Award – Conference Center for the Diocese of Wheeling/Charleston, Huttonsville, WV
  - Main Street Pedestrian Mall
  - Governor's Main Street Program
  - Best Commercial Development Project
  - WVSA Recognition Award
  - Dunbar, New Martinsville and Richwood Libraries



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# The Project Team

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The professionals who lead our project team have dedicated their careers in preparing themselves for your project. We offer our clients the best in architectural and engineering design services. Our clients receive direct personal involvement of the principal architect and project team leader assuring a comprehensive project coordination effort between architectural and engineering disciplines.

## **John Jason Goff**

Education:  
University of North Carolina  
School of Architecture

Since 1992 Jason's experience includes a proven track record in coordination and integrating technology systems in modern designs for new and renovation projects. Jason has led teams that have developed large complex projects such as the Additions to George Washington Middle School and Hurricane Middle School. Jerry Goff Architecture has been a leading design firm of addition and renovation projects in West Virginia. Jason has developed his expertise by dedicating his career to complex building projects earning respect from the construction community. This confidence has attracted a strong following of local general trades, mechanical and electrical contractors resulting in very competitive bids for our clients.

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JGA

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## **Chris Legg**

Education:  
University of Tennessee  
School of Architecture

Chris Legg joined the firm of Jerry Goff Architecture in 1997 and plays an important role in coordination of as-built conditions of existing buildings as they relate to complex addition and renovation projects. In addition to his role of architectural construction document development, Chris' experience in engineering disciplines offers a unique ability to coordinate mechanical and electrical systems with site and general trades work, assuring complete and detailed bidding and construction documents, resulting in minimum, if any, change orders during construction.



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**Betty Goff**  
Office Manager

Betty has served as Office Manager with Jerry Goff Architecture since 1992. Her previous experience working with Architects began in 1965 with a Charleston area architectural firm. Office Management duties include overseeing project document preparation and processing, submittal and shop drawings processing and expediting, Human Resource, firm accounting.

Clients, contractors and visitors to Jerry Goff Architecture are very familiar with the Manager of our St. Albans Office.



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# DESIGN AWARD WINNING PROJECTS

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## **HONOR AWARD**

West Virginia Society of Architects  
**ADULT CONFERENCE  
CENTER**  
Diocese of Wheeling-Charleston  
Huttonsville, West Virginia



## **HONOR AWARD**

West Virginia Governor's Office  
**MAIN STREET PROGRAM**  
**BEST NEW DEVELOPMENT**  
**ONE VALLEY BANK -**  
Morgantown, WV



## **SPECIAL RECOGNITION for LIBRARY PROJECTS**

West Virginia Society of Architects  
**DUNBAR PUBLIC LIBRARY**  
**NEW MARTINSVILLE PUBLIC  
LIBRARY**  
**ROANE COUNTY LIBRARY**

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JGA

**JERRY GOFF**  
ARCHITECTURE

# References

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Major General Allen E. Tackett  
Retired

Major General Melvin L. Burch  
Retired

Mr. Doug Bentz, CEO  
Roane General Hospital Rural Health Clinic  
Spencer, WV  
304.924.4444

Mr. Scott Coyner, Business Manager  
Putnam County Schools  
Winfield, WV  
304.586.0500

Mr. James Payne, Facilities Director  
Jackson General Hospital  
Ripley, WV  
304.273.1550 x1550

Mr. Paul Reed, President / CEO  
Farmers Bank  
Pomeroy, OH  
740.992.2136



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# Project Experience

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## ARMORY PROJECTS

Tri-State Armory OMS Motor Pool  
Camp Dawson OMS Motor Pool  
Huntington Armory (Virginia Avenue) OMS Motor Pool  
St. Albans CST Motor Pool  
Coonskin Complex - AG Storage & Recruiting Office Renovation  
Coonskin Complex - Mail Room Renovation & Loading Dock  
Coonskin Complex - AG Addition / Office Renovation  
St. Albans Readiness Center Addition & Renovation - 2010  
Gassaway Armory Addition & Renovation  
Camp Dawson Vertical Skills Building – Interior Build-out  
Camp Dawson Building 242 Data Center  
CST Addition - St. Albans Readiness Center  
St. Albans Armory  
St. Albans Armory Addition  
Charleston Armory Headquarters Building Renovation  
ADA Renovation - Princeton Armory  
ADA Renovation - Fairmont Armory  
ADA Renovation - Bluefield  
Camp Dawson Barracks, Kingwood, WV  
Classroom Training Building - Camp Dawson  
Senior Officer's Quarters - Camp Dawson  
Huntington Armory  
Huntington Armory Addition  
USPFO Addition - Buckhannon  
Renovations and Modifications:  
Bluefield  
Dunbar  
St. Albans  
Montgomery  
Salem  
Gassaway  
Buckhannon  
USPFO - Buckhannon  
Parkersburg  
Clarksburg  
Wheeling  
Williamstown  
Welch  
Oak Hill  
Spencer  
Point Pleasant



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# Design Experience

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## Armory Window Replacement Projects

Gassaway  
St. Albans  
Point Pleasant  
Parkersburg  
Dunbar  
Bluefield

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Architecture  
Engineering  
Planning  
Interiors

**JGA** JERRY GOFF  
ARCHITECTURE

# Design Experience

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## Armory Window Replacement Projects

Gassaway  
St. Albans  
Point Pleasant  
Parkersburg  
Dunbar  
Bluefield

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Architecture  
Engineering  
Planning  
Interiors

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# Design Experience

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## GASSAWAY READINESS CENTER

**Gassaway, WV**

*Project Information:*

Floor Area - 24,000 SF

MAIL & STORAGE FACILITIES

RECRUITING OFFICES

FOOD SERVING

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Architecture

Engineering

Planning

Interiors



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# Design Experience

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## ST. ALBANS READINESS CENTER

St. Albans, WV

*Project Information:*

Floor Area - 25,000 SF

JITEC / COUNTER DRUG / CST FACILITIES

MAIL ROOM

TRAINING & SEMINAR ROOMS

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Architecture

Engineering

Planning

Interiors



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# Military Design Experience

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## ST. ALBANS CST Civil Support Team

St. Albans, WV

*Project Information:*

New Construction - 14,000 SF

Renovation - 3,500 SF

Command / Operations Center

Library & Training

COMSEC

Medical Suite

Unit Storage

Locker & Showers

Vehicle Ready Bays

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Architecture  
Engineering  
Planning  
Interiors



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STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

**DEFINITIONS:**

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

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: JERRY COFF

Authorized Signature: [Signature] Date: 8-20-2016

State of WEST VIRGINIA

County of KANAWHA, to-wit:

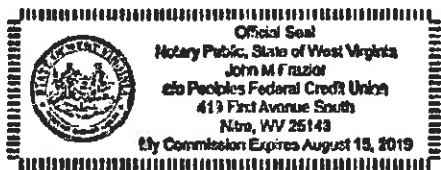
Taken, subscribed, and sworn to before me this 30<sup>th</sup> day of August, 2016.

My Commission expires August 15, 2019.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** [Signature]

*Purchasing Affidavit (Revised 08/01/2015)*



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

JERRY LOFF ARCHITECTURE  
Company

JERRY LOFF  
Authorized Signature

8/30/2016  
Date

**NOTE:** This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/9/2012

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Jerry Goff OWNER / ARCHITECT  
 (Name, Title)  
JERRY GOFF OWNER / ARCHITECT  
 (Printed Name and Title)  
100 1st AVE, ST. ALBANS, WY  
 (Address)  
304.722.3379 / 304.722.3370  
 (Phone Number) / (Fax Number)  
JERRY@JERRYGOFFAIA.COM  
 (email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

JERRY GOFF ARCHITECTURE  
 (Company)  
JERRY GOFF OWNER / ARCHITECT  
 (Authorized Signature) (Representative Name, Title)  
JERRY GOFF OWNER / ARCHITECT  
 (Printed Name and Title of Authorized Representative)  
B. 30. 2016  
 (Date)  
304.722.3379 / 304.722.3370  
 (Phone Number) (Fax Number)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/29/201

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |   |  |
|--|--|---|--|
| <b>PRODUCER</b><br>The James B. Oswald Company<br>1100 Superior Avenue, Suite 1500<br>Cleveland OH 44114 |  | <b>CONTACT NAME:</b> Vanetee S. Bayne<br><b>PHONE (A/C, No. Ext):</b> 216-839-2800<br><b>FAX (A/C, No.):</b> 216-839-2815<br><b>E-MAIL ADDRESS:</b> VBayne@oswaldcompanies.com  |  |
| <b>INSURED</b><br>Jerry Goff, AIA Architecture<br>PO Box 1356<br>St. Albans WV 25177                     |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> Sentinel Insurance Company NAIC # 11000<br><b>INSURER B:</b> Hudson Insurance Co.<br><b>INSURER C:</b> Hartford Accident & Indemnity 22357<br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |

**COVERAGES**

CERTIFICATE NUMBER: 893532032

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> AI Primary & Non-Contributory<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input checked="" type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC | Y Y                | 45SBAAE5765   | 7/1/2016                | 7/1/2017                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$ |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> AI Primary<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  | Y Y                | 45SBAAE5765   | 7/1/2016                | 7/1/2017                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$   |
|          | UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION \$   |                    |               |                         |                         | OCCUR CLAIMS-MADE<br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$  |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y N/A              | 45WEBCN2145   | 9/25/2015               | 9/25/2016               | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br>OTHER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |
| B        | Professional Liability<br>Claims Made<br>Retro Date: 01/01/1959  | N Y                | AEE7265703    | 9/6/2015                | 9/6/2016                | Each Claim \$1,000,000<br>Aggregate \$1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

PROJECT: Window Replacement for Armories EOI Design Services

SOLICITATION: ADJ1700000003

Employers liability includes coverage for W. Va Code §23-4-2 (Mandolis).

**CERTIFICATE HOLDER****CANCELLATION**

|  |   |
|--|---|
| West Virginia Armory Board - Construction Facilities<br>Management Office<br>Divison Engineering & Facilities<br>1707 Coonskin Drive<br>Charleston WV 25311-1099 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><i>Vanetee Bayne</i> |
|--|---|

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WEST VIRGINIA DELIBERATE INTENT COVERAGE ENDORSEMENT**

**Policy Number:** 45 WEC BN2145

**Endorsement Number:** 02

**Effective Date:** 08/29/16

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** JERRY GOFF AIA ARCHITECTURE

PO BOX 1356

SAINT ALBANS, WV 25177

This endorsement applies only to the insurance provided by the policy because West Virginia is shown on item 3.A. of the Declarations Page.

**Part One – Workers' Compensation Insurance, F. Payments You Must Make** is amended to read as follows:

### **F. Payments You Must Make**

You are responsible for any payments in excess of the benefits regularly provided by the workers' compensation law including those required because:

1. of your serious and willful misconduct, or arising out of West Virginia Code Section 23-4-2;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce, or otherwise discriminate against any employee in violation of the workers' compensation law.

If we make any payments in excess of the benefits regularly provided by the workers' compensation law on your behalf, you will reimburse us promptly.

**Part Two – Employers' Liability Insurance; C. Exclusions, Exclusion 5.** is amended to read as follows:

5. Bodily injury intentionally caused or aggravated by you or which is the result of your engaging in conduct equivalent to an intentional tort, however defined, including your deliberate intention as that term is defined by West Virginia Code Section 23-4-2(d)(2)(i).

However, this exclusion does not apply if your legal liability for a tort committed with deliberate intent to injure is determined by all five of the following conditions under West Virginia Code Section 23-4-2(d)(2)(ii):

(A) That a specific unsafe working condition existed in the workplace which presented a high degree of risk and a strong probability of serious injury or death;

(B) That the employer, prior to the injury, had actual knowledge of the existence of the specific unsafe working condition and of the high degree of risk and the strong probability of serious injury or death presented by the specific unsafe working condition;

(C) That the specific unsafe working condition was a violation of a state or federal safety statute, rule or regulation, whether cited or not, or of a commonly accepted and well-known safety standard within the industry or business of the employer, as demonstrated by competent evidence of written standards or guidelines which reflect a consensus safety standard in the industry or business, which statute, rule, regulation or standard was specifically applicable to the particular work and working condition involved, as contrasted with a statute, rule, regulation or standard generally requiring safe workplaces, equipment or working conditions;

(D) That notwithstanding the existence of the facts set forth above in (A) through (C) the employer nevertheless intentionally thereafter exposed an employee to the specific unsafe working condition; and

(E) That the employee exposed suffered serious compensable injury or compensable death whether a claim for benefits under this chapter is filed or not as a direct and proximate result of the specific unsafe working condition.