



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  
**BVH352**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

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

SHIP TO

**WEST VIRGINIA VETERANS HOME**  
  
**512 WATER STREET**  
**BARBOURSVILLE, WV**  
**25504                      736-1027**

DATE PRINTED <b>10/11/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>11/17/2009</b> BID OPENING TIME <b>01:30PM</b>				

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-66		<b>\$108,750.00</b>
<b>ROOFING MAINTENANCE, REPAIR, AND INSTALLATION</b>  CONTRACT TO REPLACE THE ROOF AND OTHER RELATED ITEMS AT THE BARBOURSVILLE VETERANS HOME, BARBOURSVILLE, WV, PER THE SPECIFICATIONS.  SPECIFICATIONS AND DRAWINGS MAY BE OBTAINED BY CONTACTING ARCHITECTURAL PLANNING & DESIGN AT 304-521-2929  <b>MANDATORY PRE-BID</b> A MANDATORY PRE-BID WILL BE HELD ON 11/4/2009 AT 10:00 AM AT THE BARBOURSVILLE VETERANS HOME, AS ABOVE. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.  AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE						

RECEIVED  
 2009 NOV 13 AM 11:53  
 WEST VIRGINIA  
 DEPT OF ADMIN

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert D. Hill*      TELEPHONE: **304-632-1600**      DATE: **Nov. 18 2009**

TITLE: *Pres.*      FEIN: **55-0648251**      ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p>						

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

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				<p>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 UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) 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 I</p>		

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<p>20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &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</p>						

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	NO. 4	.....	.....			
	NO. 5	.....	.....			
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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>..... <i>Robert D. Hill</i> ..... SIGNATURE          ... <i>Danhill Construction Co.</i> ... COMPANY          ..... <i>11-18-09</i> ..... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE	<i>304-632-1600</i>	DATE	<i>11-18-09</i>
TITLE	<i>Pres.</i>	FEIN	<i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..... <i>Danhill Construction Co</i></p> <p>CONTRACTORS LICENSE NO.: ..<i>W.V. 001196</i>.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p>						

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<p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p><b>DEPARTMENT OF ADMINISTRATION</b>  <b>PURCHASING DIVISION</b>  <b>BUILDING 15</b>  <b>2019 WASHINGTON STREET, EAST</b>  <b>CHARLESTON, WV 25305-0130</b></p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p><b>SEALED BID</b></p> <p><b>BUYER:      JOHN ABBOTT (32)</b></p> <p><b>REQ. NO.:      BVH352</b></p> <p><b>BID OPENING DATE:      11/17/2009</b></p> <p><b>BID OPENING TIME:      1:30 PM</b></p> <p><b>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</b></p> <p><b>   304-632-1501</b></p> <p><b>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</b></p> <p><b>   Dan Hill</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE <b>304-632-1600</b>	DATE <b>11-18-09</b>
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	*****	THIS	IS	THE	END	OF
				RFQ	BVH352	*****
					TOTAL:	<u>\$ 108,750<sup>00</sup></u>

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**Re-Roof Building "D"**  
**WEST VIRGINIA VETERANS HOME**

512 Water Street  
Barboursville, West Virginia

October, 2009

**ARCHITECTURAL PLANNING & DESIGN**

Robert J. Summerfeldt, A.I.A., Registered Architect  
1102 W. Memorial Blvd., Suite 107  
Huntington, West Virginia 25701  
(304) 521-2929

RE-ROOF BUILDING D

WV VETERANS HOME

PROJECT DIRECTORY

OWNER:

Keith Gwinn, Director  
West Virginia Veterans Home  
512 Water Street  
Barboursville, WV 25504  
(304) 736-1027

ARCHITECT:

Architectural Planning & Design  
Robert J. Summerfeldt, A.I.A.  
1102 W. Memorial Blvd., Suite 107  
Huntington, WV 25701  
(304) 521-2929

RE-ROOF BUILDING D

WV VETERANS HOME

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RE-ROOF BUILDING D

BARBOURSVILLE VETERANS HOME

***INVITATION TO BID***

The West Virginia Veterans Home, Barboursville, West Virginia invites proposals to provide all Work, including labor, material, equipment, supplies and transportation for:

Re-roof Building D  
West Virginia Veterans Home  
512 Water Street  
Barboursville, West Virginia

All Bids must be submitted in accordance with the Bidding Documents issued by the Architect and the Request for Quotations issued by the West Virginia Veterans Home, Barboursville, WV. Bidding Documents shall be obtained from the Architect:

Architectural Planning and Design  
1102 W. Memorial Blvd., Suite 107  
Huntington, West Virginia 25701

Pursuant to Chapter 21, Article 11 of the "West Virginia Contractor Licensing Act" of 1991, all Contractors doing business in West Virginia must be licensed to perform work in the State; the Contractor's W.V. License Number must be affixed to all submitted construction bids and fully executed and binding construction Contracts, Purchase Orders or Agreements.

A \$50.00 deposit is required for each set. Only complete sets will be issued. Bidders are limited to two sets each.

Deposits will be refunded to Bidding Document holders who submit a bid and return the Bidding Documents, in good condition, to the Architect within ten (10) days following the Bid Opening.

A Mandatory Prebid Meeting is scheduled for:

TIME:

DATE:

PLACE: WEST VIRGINIA VETERANS HOME, BARBOURSVILLE, WV

All Bidders **MUST** attend the Prebid Meeting to familiarize themselves with the Project location, site conditions and other relevant information. Should any bidder fail to attend, its Bid will be disqualified.

Sealed Bids shall be received until ....., 2009 in accordance with the West Virginia Division of Purchasing Instructions to Bidders.

Bidding Documents may be examined at the following offices:

F. W. Dodge  
McGraw-Hill Information System Co.  
405 Capitol Street, Suite 509  
Charleston, W. V. 25301

Architectural Planning and Design  
1102 W. Memorial Blvd., Ste 107  
Huntington, WV 25701

Bids may only be withdrawn per the West Virginia Purchasing Procedures.

OCTOBER, 2009

INVITATION TO BID - 00020-1

RE-ROOF BUILDING D

BARBOURSVILLE VETERANS HOME

The successful Bidder will be required to furnish satisfactory Performance, Labor and Material Payment and Maintenance Bonds in the amount of the Contract price.

The Division of Purchasing reserves the right to reject any or all bids and to waive any informalities in the bidding process

END OF INVITATION TO BID

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) 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 (M)

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 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 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 hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal (R) (Q) (Name of Principal)
By (S) (Must be President or Vice President)
(I) Title
(U) Surety Corporate Seal (V) (Name of Surety)
(W) Attorney-in-Fact

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached



Agency \_\_\_\_\_  
REQ. P O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) 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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
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.**

# LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Contractor name, complete address including ZIP Code and legal title )

as Principal, hereinafter called Contractor, and \_\_\_\_\_  
(Surety name and complete address including ZIP Code)

\_\_\_\_\_ a corporation organized and existing under  
the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_

as Surety, hereinafter called Surety, are held firmly bound unto \_\_\_\_\_  
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_

\_\_\_\_\_ entered into a contract with Owner for

\_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

\_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT  
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off,  
satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the  
CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner  
and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens  
which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it  
shall remain in full force and effect

Signed and sealed this \* \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Principal Raised Corporate Seal (MUST BE AFFIXED) \_\_\_\_\_ (Seal)  
(Contractor Name)

BY: \_\_\_\_\_ (Seal)  
(Must be President Vice President Owner Partner Manager or Member)

\_\_\_\_\_ (Title)

Surety Raised Corporate Seal (MUST BE AFFIXED) \_\_\_\_\_ (Seal)  
(Surety)

BY: \_\_\_\_\_ (Seal)

NOTE: Raised Corporate Seals are mandatory  
Please attach Power of Attorney

NOTE: Applicable sections of attached acknowledgments  
must be completed and returned as part of the bond

# ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

- 1 IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8)
- 2 IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) THROUGH (18)
- 3 SURETY MUST HAVE NOTARY COMPLETE LINES (19) THROUGH (28)
- 4 Notaries must:

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## ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

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- 1 Enter name of State.
- 2 Enter name of County.
- 3 Enter name of Notary Public witnessing transactions.
- 4 Enter name of principal covered by bond if individual or partnership (Must be Owner or General Partner of Sole Proprietorship or Partnership)
- 5 Notary enters date bond was witnessed. Must be the same as or later than signature date
6. Affix Notary Seal.
- 7 Notary affixes his/her signature
- 8 Notary enters commission expiration date

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## ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

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- 9 Enter name of State
- 10 Enter name of County
- 11 Enter name of Notary Public witnessing transactions
- 12 Enter name of Corporate Officer signing bond
- 13 Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
- 14 Enter name of Company or Corporation.
- 15 Notary enters date bond was witnessed. Must be the same as or later than signature date
- 16 Affix notary Seal.
- 17 Notary affixes his/her signature
- 18 Notary enters commission expiration date

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## ACKNOWLEDGMENT BY SURETY

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- 19 Enter name of State
- 20 Enter name of County
- 21 Enter name of Notary Public witnessing transactions
- 22 Enter name of person having power of attorney to bind Surety Company
23. Enter Title of person binding Surety Company.
- 24 Enter name of Insurance Company (Surety)
- 25 Notary enters date bond was witnessed. Must be the same as or later than signature date
26. Affix Notary Seal.
- 27 Notary affixes his/her signature.
28. Notary enters commission expiration date.

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## POWER OF ATTORNEY INSTRUCTIONS

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Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a Name of attorney in fact must be listed
- b. Power of Attorney may not exceed imposed limitations
- c Certificate date, the signature date of bond must be entered
- d Signature of authorizing official must be affixed. (Signature may be facsimile)
- e **Raised seal must be affixed.**

# ACKNOWLEDGMENTS

## Acknowledgment by Principal if individual or Partnership

1 STATE OF \_\_\_\_\_  
2 County of \_\_\_\_\_ to-wit:  
3 I, \_\_\_\_\_, a Notary Public in and for the  
4 county and state aforesaid, do hereby certify that \_\_\_\_\_  
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county  
5 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
6 Notary Seal 7: \_\_\_\_\_  
(Notary Public)  
8 My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

## Acknowledgment by Principal if Corporation

9 STATE OF \_\_\_\_\_  
10 County of \_\_\_\_\_ to-wit:  
11 I, \_\_\_\_\_, a Notary Public in and for the  
12 county and state aforesaid, do hereby certify that \_\_\_\_\_  
13 who as, \_\_\_\_\_ signed the foregoing writing for  
14 \_\_\_\_\_ a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.  
15 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
16 Notary Seal 17: \_\_\_\_\_  
(Notary Public)  
18 My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

## Acknowledgment by Surety

19 STATE OF \_\_\_\_\_  
20 County of \_\_\_\_\_ to-wit:  
21 I, \_\_\_\_\_, a Notary Public in and for the  
22 county and state aforesaid, do hereby certify that \_\_\_\_\_  
23 who as, \_\_\_\_\_ signed the foregoing writing for  
24 \_\_\_\_\_ a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation  
25 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
26 Notary Seal 27: \_\_\_\_\_  
(Notary Public)  
28 My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Sufficiency in Form and Manner  
of Execution Approved

Attorney General

This \_\_\_\_\_ day of \_\_\_\_\_

20

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

# MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and \_\_\_\_\_  
(Surety name and complete address including ZIP Code)

\_\_\_\_\_ a corporation organized and existing under  
the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_

as Surety, hereinafter called Surety, are held firmly bound unto \_\_\_\_\_  
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_  
Dollars ( \_\_\_\_\_ ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_  
\_\_\_\_\_ entered into a contract with Owner for \_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT  
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, for a period of two (2) years from and after the date  
of completion and acceptance of same by Owner, replace any and all defects arising in the Work, whether resulting from defective materials or  
defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect  
The Surety hereby waives notice of any alteration or extension of time made by the Owner  
Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations  
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
  2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to  
complete the CONTRACT in accordance with its terms and conditions in a timely manner
- No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of  
Owner

Signed and sealed this \* \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Principal Raised Corporate Seal (MUST BE AFFIXED) \_\_\_\_\_  
(Contractor Name)

BY: \_\_\_\_\_ (Seal)  
(Must be President, Vice President, Owner Partner, Manager or Member)

\_\_\_\_\_  
(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED) \_\_\_\_\_  
(Surety)

BY: \_\_\_\_\_ (Seal)

NOTE: Raised Corporate Seals are mandatory.  
Please attach Power of Attorney

NOTE: Applicable sections of attached acknowledgments  
must be completed and returned as part of the bond

# ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

22

- 1 IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8)
- 2 IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) THROUGH (18)
- 3 SURETY MUST HAVE NOTARY COMPLETE LINES (19) THROUGH (28)
- 4 Notaries must:

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## ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

---

1. Enter name of State
2. Enter name of County
3. Enter name of Notary Public witnessing transactions
4. Enter name of principal covered by bond if individual or partnership (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal
7. Notary affixes his/her signature.
8. Notary enters commission expiration date

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## ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

---

9. Enter name of State
10. Enter name of County
11. Enter name of Notary Public witnessing transactions
12. Enter name of Corporate Officer signing bond
13. Enter Title of Corporate Officer signing bond (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation
15. Notary enters date bond was witnessed. Must be the same as or later than signature date
16. Affix notary Seal
17. Notary affixes his/her signature.
18. Notary enters commission expiration date

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## ACKNOWLEDGMENT BY SURETY

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19. Enter name of State
20. Enter name of County
21. Enter name of Notary Public witnessing transactions
22. Enter name of person having power of attorney to bind Surety Company
23. Enter Title of person binding Surety Company
24. Enter name of Insurance Company (Surety)
25. Notary enters date bond was witnessed. Must be the same as or later than signature date
26. Affix Notary Seal
27. Notary affixes his/her signature
28. Notary enters commission expiration date.

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## POWER OF ATTORNEY INSTRUCTIONS

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Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed
- b. Power of Attorney may not exceed imposed limitations
- c. Certificate date, the signature date of bond must be entered
- d. Signature of authorizing official must be affixed. (Signature may be facsimile)
- e. **Raised seal must be affixed.**

# ACKNOWLEDGMENTS

## Acknowledgment by Principal if individual or Partnership

1. STATE OF \_\_\_\_\_ to-wit:  
2. County of \_\_\_\_\_  
3. I, \_\_\_\_\_, a Notary Public in and for the  
4. county and state aforesaid, do hereby certify that \_\_\_\_\_  
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.  
5. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
6. Notary Seal \_\_\_\_\_  
(Notary Public)  
7. \_\_\_\_\_  
8. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

## Acknowledgment by Principal if Corporation

9. STATE OF \_\_\_\_\_ to-wit:  
10. County of \_\_\_\_\_  
11. I, \_\_\_\_\_, a Notary Public in and for the  
12. county and state aforesaid, do hereby certify that \_\_\_\_\_  
13. who as, \_\_\_\_\_ signed the foregoing writing for  
14. \_\_\_\_\_ a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation  
15. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
16. Notary Seal \_\_\_\_\_  
(Notary Public)  
17. \_\_\_\_\_  
18. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

## Acknowledgment by Surety

19. STATE OF \_\_\_\_\_ to-wit:  
20. County of \_\_\_\_\_  
21. I, \_\_\_\_\_, a Notary Public in and for the  
22. county and state aforesaid, do hereby certify that \_\_\_\_\_  
23. who as, \_\_\_\_\_ signed the foregoing writing for  
24. \_\_\_\_\_ a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation  
25. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
26. Notary Seal \_\_\_\_\_  
(Notary Public)  
27. \_\_\_\_\_  
28. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Sufficiency in Form and Manner  
of Execution Approved

Attorney General

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

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and \_\_\_\_\_  
(Surety name and complete address including ZIP Code)

\_\_\_\_\_ a corporation organized and existing under  
the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_

as Surety, hereinafter called Surety, are held firmly bound unto \_\_\_\_\_  
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_

Dollars ( \_\_\_\_\_ ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_  
\_\_\_\_\_ entered into a contract with Owner for \_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,  
then this obligation shall be null and void, otherwise it shall remain in full force and effect

The Surety hereby waives notice of any alteration or extension of time made by the Owner  
Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations

thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1 Complete the CONTRACT in accordance with its terms and conditions, and
- 2 Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to  
complete the CONTRACT in accordance with its terms and conditions in a timely manner

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of  
Owner

Signed and sealed this \* \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Principal Raised Corporate Seal (MUST BE AFFIXED) \_\_\_\_\_ (Seal)  
(Contractor Name)

BY: \_\_\_\_\_ (Seal)  
(Must be President, Vice President, Owner, Partner, Manager or Member)

\_\_\_\_\_  
(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED) \_\_\_\_\_ (Seal)  
(Surety)

BY: \_\_\_\_\_ (Seal)

NOTE: Raised Corporate Seals are mandatory  
Please attach Power of Attorney

NOTE: Applicable sections of attached acknowledgments must be  
completed and returned as part of the bond



# ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

- 1 IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
- 2 IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18)
- 3 SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28)
4. **Notaries must:**

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## ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

---

- 1 Enter name of State
- 2 Enter name of County
- 3 Enter name of Notary Public witnessing transactions
- 4 Enter name of principal covered by bond if individual or partnership (Must be Owner or General Partner of Sole Proprietorship or Partnership)
- 5 Notary enters date bond was witnessed. Must be the same as or later than signature date
6. Affix Notary Seal.
- 7 Notary affixes his/her signature.
- 8 Notary enters commission expiration date

---

## ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

---

- 9 Enter name of State
- 10 Enter name of County
- 11 Enter name of Notary Public witnessing transactions
- 12 Enter name of Corporate Officer signing bond
13. Enter Title of Corporate Officer signing bond (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
- 14 Enter name of Company or Corporation.
- 15 Notary enters date bond was witnessed. Must be the same as or later than signature date
- 16 Affix notary Seal.
- 17 Notary affixes his/her signature
- 18 Notary enters commission expiration date

---

## ACKNOWLEDGMENT BY SURETY

---

- 19 Enter name of State
20. Enter name of County
- 21 Enter name of Notary Public witnessing transactions
- 22 Enter name of person having power of attorney to bind Surety Company
- 23 Enter Title of person binding Surety Company
- 24 Enter name of Insurance Company (Surety)
- 25 Notary enters date bond was witnessed. Must be the same as or later than signature date
- 26 Affix Notary Seal
- 27 Notary affixes his/her signature.
- 28 Notary enters commission expiration date.

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## POWER OF ATTORNEY INSTRUCTIONS

---

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form

- a. Name of attorney in fact must be listed
- b. Power of Attorney may not exceed imposed limitations
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile)
- e. **Raised seal must be affixed.**

# ACKNOWLEDGMENTS

## Acknowledgment by Principal if individual or Partnership

1. STATE OF \_\_\_\_\_ to-wit:  
2. County of \_\_\_\_\_  
3. I, \_\_\_\_\_, a Notary Public in and for the  
4. county and state aforesaid, do hereby certify that \_\_\_\_\_  
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.  
5. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
6. Notary Seal \_\_\_\_\_  
(Notary Public)  
7. \_\_\_\_\_  
8. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## Acknowledgment by Principal if Corporation

9. STATE OF \_\_\_\_\_ to-wit:  
10. County of \_\_\_\_\_  
11. I, \_\_\_\_\_, a Notary Public in and for the  
12. county and state aforesaid, do hereby certify that \_\_\_\_\_  
13. who as, \_\_\_\_\_ signed the foregoing writing for  
14. \_\_\_\_\_ a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.  
15. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
16. Notary Seal \_\_\_\_\_  
(Notary Public)  
17. \_\_\_\_\_  
18. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## Acknowledgment by Surety

19. STATE OF \_\_\_\_\_ to-wit:  
20. County of \_\_\_\_\_  
21. I, \_\_\_\_\_, a Notary Public in and for the  
22. county and state aforesaid, do hereby certify that \_\_\_\_\_  
23. who as, \_\_\_\_\_ signed the foregoing writing for  
24. \_\_\_\_\_ a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.  
25. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
26. Notary Seal \_\_\_\_\_  
(Notary Public)  
27. \_\_\_\_\_  
28. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Sufficiency in Form and Manner  
of Execution Approved

Attorney General

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

RE-ROOF BUILDING D

WV VETERANS HOME

BID FORM

Date Nov 19, 2009

Time 1:30 PM

Proposal by: Dunhill Construction Co.

TO:

Keith Gwinn, Director  
West Virginia Veterans Home  
512 Water Street  
Barboursville, WV 25504

Dear Mr Gwinn;

The undersigned, having examined the proposed Contract Documents for:

RE-ROOF BUILDING D  
West Virginia Veterans Home  
Barboursville, West Virginia

and having visited the site and the conditions affecting the Work, hereby propose and agree to furnish all labor, materials, equipment and appliances, and to perform operations necessary to complete the Work as required by said proposed Contract Documents, for that portion of the Work identified as "Base Bid", for the stipulated sum of:

BASE BID - Re-roof Building "D" with a contract time not to exceed 35 calendar days.

(\$) 108,750<sup>00</sup> DOLLARS

The above amount INCLUDES the following two ALLOWANCE AMOUNTS:

- 1 The sum of \$4,000.00 for removal and replacement in kind of tapered EPS foam insulation to match existing where existing material is found to be in unsatisfactory condition.
- The sum of \$1,000.00 for removal and replacement in kind of wood fiberboard on parapet walls to match existing where existing material is found to be in unsatisfactory condition.

The undersigned understands and agrees to comply with and be bound by the Instructions to Bidders and the Contract Documents for this Work and that this bid shall remain valid for a period of ninety (90) days from the date of the bid opening.

The undersigned stipulates that the Work shall be completed within the aggregate time allowance for the Base Bid and the selected alternatives, commencing not more than 15 days after award of the Contract.

The undersigned acknowledges receipt of Addenda numbers:

Adden #1 Nov 12, 2009

Enclosed with this bid is Bid security in the amount of not less than 5% of the bidder's proposed "Base Bid" Contract Sum.

RE-ROOF BUILDING D

WV VETERANS HOME

By execution below bidder hereby offers to furnish the required Work as herein indicated:

SIGNED:

Robert D. Hill

by Pres. Robert D. Hill  
(officer, partner, owner, etc.)

P.O. Box 685  
Address

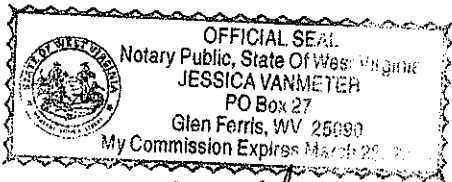
Gauley Bridge W. Va

Type of business entity (corporation, partnership, individual, etc.)

Corporation organized under the laws of the State of W. Va

Corporate Seal:

Notary Seal



Jessica VanMeter

RE-ROOF BUILDING D

WV VETERANS HOME

## SECTION 01010

## SUMMARY &amp; SEQUENCE OF THE WORK

## PART 1 \* GENERAL

## 1.1 DESCRIPTION

## A Work Included -

1. Re-roof and repair roof areas on Building D at the West Virginia Veterans home, Barboursville, WV. The Work includes but is not limited to the following:

- a Temporary removal of the existing roof ballast
- b Removal of the existing 060" EPDM membrane roofing
- c Removal of the existing drain fittings and piping, exterior scupper boxes and associated materials
- d Patching and/or modification of existing openings for new drains
- e Installation of new 060" EPDM membrane roofing, drains, scupper boxes etc , and redistribution of roof ballast

## B Coordination

1 Work of the Contractor will be coordinated and scheduled with the Owner. Provide the Owner with ten days notice of any activity which would significantly disrupt the tenant's operations, and 24 hours notice of minor events such as brief utility outages.

2. Contractor shall coordinate his activities with the work and schedule of others.

3. Meetings for coordination and review of the work shall be held prior to the commencement of work and weekly or more frequently as needed during the execution of the work. These meetings shall include the Contractor, Architect, Owner's representative, subcontractors and/or suppliers as may be necessary or appropriate.

C. Sequence of the Work will be as determined and amended in consultation with the Owner and Architect at project meetings

END OF SECTION

RE-ROOF BUILDING D

WV VETERANS HOME

## SECTION 01045

## CUTTING &amp; PATCHING

## PART 1 \* GENERAL

## 1.1 DESCRIPTION

- A Work Included: General requirements pertaining to cutting; including fitting and patching of the work required to;
- 1 Make the several parts fit properly
  - 2 Uncover work to provide for installing, inspecting, or both of ill-timed work
  - 3 Remove and replace work not conforming to the requirements of the Contract Documents
  - 4 Remove and replace defective work
- B Related Work: Uncovering and/or removal of work for testing.

## 1.2 QUALITY ASSURANCE

- A Use adequate numbers of skilled workman who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this section

## 1.3 SUBMITTALS

- A Well in advance of the time required, submit to the Architect written requests for:
- 1 Written permission to cut or alter structural components
  - 2 Requests for Change Orders or Construction Change Directives covering changes in materials, methods and/or scheduling of cutting and patching. Include cost estimates with request where applicable
- B Notify Architect of:
- 1 Unanticipated conditions.
  - 2 Three work days advance notice of work to be uncovered to provide for the Architect's observation.

## PART 2 \* PRODUCTS

## 2.4 MATERIALS AND METHODS

- A For replacement of materials removed, comply with pertinent Sections of these Specifications, or match existing as applicable.

## PART 3 \* EXECUTION

## 3.3 VERIFICATION OF CONDITIONS

- A Inspect existing conditions, including elements subject to movement or damage during cutting or patching.

## RE-ROOF BUILDING D

## WV VETERANS HOME

- B After uncovering the work, inspect conditions affecting installation of new work
- C If uncovered conditions are not as anticipated, notify Architect and secure needed directions.
- D Do not proceed until unsatisfactory conditions are corrected.

## 3.4 PREPARATION

- A Provide protection such as shoring, bracing and support to maintain structural integrity of the work

## 3.5 INSTALLATION

- A Control and properly dispose of dust and debris from cutting operations and protect adjacent areas from damage.
- B Properly install patching materials, fit, adjust and finish to comply with the specified tolerances and finishes

END OF SECTION

RE-ROOF BUILDING D

WV VETERANS HOME

## SECTION 01340

## SUBMITTALS AND SUBSTITUTIONS

## PART 1 \* GENERAL

## 1.1 DESCRIPTION

## A. Work Included

- 1 Submittals required by the contract documents.
- 2 Procedures for gaining approval of substitutions

## B. Related Work: Additional requirements for submittals to the Architect or approving agencies may be contained in other Sections of this Specification.

## 1.2 QUALITY ASSURANCE

## A. Checking and coordination of submittals.

- 1 Prior to each submittal, carefully review and coordinate all aspects of each item being submitted, including arithmetic.
- 2 Verify that each item conforms in all respects the specified requirements
3. By affixing the Contractor's stamp and/or signature, the Contractor certifies that this coordination has been performed.
- 4 Items submitted without the Contractor's stamp and/or signature will be returned without action.

## 1.3 SUBMITTALS

## A. All items submitted to the Architect will be accompanied by a cover letter of transmittal bearing the following information;

- 1 Name, address, etc of Contractor, project name and date
- 2 Listing and description of the transmitted items and/or documents and the number of copies of each attached or enclosed
3. Applicable drawing, detail number or Specification Section reference.
- 4 Purpose of the information (i.e shop drawing submittal for approval, requested cost estimate, etc.) and any pertinent comments.
- 5 Signature of the transmitting party.

## PART 2 \* PRODUCTS

## 2.1 GENERAL

## A. Submittals required include but are not limited to:

1. List of suppliers and sub-contractors
- 2 Insurance Certificates.
3. Schedule of Values for payments
4. Progress payment requests on A.I.A. form G-702/G-703 in triplicate
5. Notification of the Architect by means of drawings, details and/or written communication of items in the project where actual installation varies from the contract drawings/specifications.
6. Requested proposals for changes in the contract cost or time to be provided in a timely manner.
7. **Shop drawings/ product data submittals are required for all materials, systems and equipment installed in the project.** Submit not less than four (4) copies well in advance of the time the item is needed on the project. The Architect will retain as many as three copies depending on the nature of the item.

- a. Product data and shop drawings are to accurately and completely describe items to be included or installed in the construction. They shall completely describe the product or system and its relationship to its surroundings.
  - Product data may be manufacturer's literature or technical information describing the product and its characteristics, including color, pattern, texture, strength, history of use, applicability, fastening, composition and/or other pertinent information.
  - Shop drawings shall be drawn to scale, large enough to fully describe the entire assembly, delineate all pertinent details and shall show fit and clearances to adjacent construction, including work by others and shall define colors, textures and or patterns as applicable.



## RE-ROOF BUILDING D

## WV VETERANS HOME

- b The Architect shall review and return shop drawings and product data to the Contractor with reasonable promptness, and shall indicate in what respects he and/or his consultants may take exception to the information submitted and/or what selections have been made. The Architect may, with notification of the Contractor, hold submittals so that they may be coordinated with others on the basis of fit, finish, color texture or other factors
- c The Contractor shall correct the shop drawings and resubmit them as required until there are no exceptions taken
- 8 Samples as specified in various Sections of this Specification
- a Unless precise colors and/or patterns are specifically called out in the Contract Documents, submit manufacturer's full range of accurate color and pattern charts and/or physical samples to the Architect for selection
- b Upon request, provide larger samples of selected items to verify exact selection.
- B See the General Conditions, Supplementary Conditions and other Sections of this Specifications for additional requirements and procedures for Project closeout
- C. Substitutions
- 1 The Contract price is based on the standards of quality and physical compatibility of the components described in the Contract Documents. Changes from that standard must, of necessity, be considered carefully.
- a. Products specified only by means of a performance standard, standard specification reference (i.e. Federal or ASTM spec number) or other non-proprietary means do not require a substitution request. Furnish products by any manufacturer that meets the specified requirements. Such products are subject to approval during the shop drawing submittal process based on manufacturer's certification and/or testing
- b For products specified by description of a particular product or system "or equal" or "or equivalent" with additional manufacturers listed;
- The specified product is believed to provide the required functional, aesthetic and dimensional characteristics in that application
  - The listed manufacturers are believed to supply products which are the equivalent of the specified product
  - The Contractor may submit the specified product or the product of one of the listed manufacturers which he believes to be equivalent or equal
  - Names of additional acceptable manufacturers and/or products may be published in Addenda
  - *All such products are subject to approval during the normal shop drawing/product data approval process*
  - Submission of the specified product does not necessarily ensure automatic approval
- c. In the case of an item specified by name, model number, etc., with no "or equal" statement and/or no additional acceptable manufacturer listed, submit the specified item. Substitutions will be considered only if, after award of the Contract, a specified or approved item becomes or is found to be unavailable through no fault of the Contractor. Submit a Request for Substitution.
- 2 A Request for Substitution shall be submitted in not less than three (3) copies and shall include all data required for a shop drawing/product data submittal. In addition, it shall include a detailed cost analysis of the originally specified item and the proposed item. In the event the substitution will require redesign of a portion of the project, the Contractor shall reimburse the Architect and/or his consultants for time and expenses involved in the redesign and coordination of that portion of the project. Such cost shall be accounted for in the substitution cost analysis

END OF SECTION

RE-ROOF BUILDING D

WV VETERANS HOME

## SECTION 01500

## TEMPORARY FACILITIES

## PART 1 \* GENERAL

## 1.1 DESCRIPTION

## A. Work Included:

1. Temporary utilities, such as water, electricity, heat, and telephone
2. Temporary road for site access.
3. Field office for the contractor's operations as required
4. Sanitary facilities
5. Temporary enclosures and structures.
6. Temporary fencing and barricades.
7. Material storage and trash removal
8. Project sign

## B. Related Work

1. Permanent installation and connection of various services are specified elsewhere.

## 1.2 QUALITY ASSURANCE

- A. All work under this Section shall comply with all applicable local, State and federal laws, codes and regulations

## 1.4 PRODUCT HANDLING

- A. Maintain temporary facilities in proper and safe condition throughout the progress of the work.

## PART 2 \* PRODUCTS

## 2.1 GENERAL

## A. Utilities

1. Water: The owner will provide domestic cold water for construction purposes at a designated location insofar as possible. Temporary piping or hoses (if any) from this point shall be provided by the Contractor
2. Electricity: The owner will provide electricity for construction purposes at a designated location insofar as possible. Temporary wiring and/or extension cords (if any) from this point shall be provided by the Contractor
3. Heat: The contractor shall provide and pay for his own heating appliances and fuel as required for proper conduct of his operations.
4. Telephone: The contractor shall provide and pay for his own temporary field telephone service as required for the duration of the work.

## B. Not used.

## C. Field Office

## RE-ROOF BUILDING D

## WV VETERANS HOME

1. If desired or required by the Contractor and at a location agreeable with the owner, the Contractor is to provide his own temporary field office facility and sheds large enough to accommodate his office, supplies and storage.

## D Sanitary facilities

- 1 Contractor is to provide his own temporary toilet facilities.

## E Temporary enclosures and structures

1. Provide and maintain for the duration of the construction all scaffolds, tarpaulins, canopies, steps, platforms, bridges and other temporary construction necessary for proper completion of the Work in compliance with safety and other pertinent regulations.

## F Temporary fencing and barricades: Not required except for safety or security purposes

## G Material storage and trash removal:

- 1 Contractor is to arrange with Owner for temporary on-site storage for project materials.
- 2 Contractor shall arrange and pay for his own disposal of trash, rubbish construction debris and unsuitable materials. Burning or burying anything on site is not permitted

## H Project Sign: Not Required

## PART 3 \* EXECUTION

## 3 10 MAINTENANCE

- A Maintain temporary facilities as long as needed for safe and proper completion of the Work

## 3 11 REMOVAL

- A Remove temporary facilities as rapidly as processes of the Work will permit, or as directed by the Architect

END OF SECTION

RE-ROOF BUILDING D

WV VETERANS HOME

**SECTION 01640  
PRODUCT HANDLING**

**PART 1 \* GENERAL****1 1 DESCRIPTION**

- A Work Included
  - 1 General requirements for delivery, storage and handling preparatory to, during and after installation procedures
- B Related Work
  - 1. Additional procedures may be prescribed in other Sections of these Specifications

**1 2 QUALITY ASSURANCE**

- A. Except as otherwise noted or subsequently approved, all materials, products, and systems are to be handled, installed, operated, maintained, finished, adjusted and conveyed to the Owner in strict accordance with the respective manufacturer's printed instructions which are hereby made a part of these Specifications. All completed and functional installations shall be to the complete satisfaction of the Architect and Owner
- B Packaging
  - 1 Deliver products to the site in manufacturer's original, unopened containers with labels intact and legible.
  - 2 Except for investigation of suspected shipping damage, maintain packaging with seals unbroken until time of use.
  - 3 Promptly remove damaged material and unsuitable items from the site and promptly replace with materials meeting the specified requirements at no additional cost to the Owner
  - 4 The Architect may reject materials and products not bearing satisfactory identification labeling as to manufacturer, grade, quality or other information

**1 4 PRODUCT HANDLING**

- A. Store materials off the ground, under cover with adequate ventilation and within the correct temperature, humidity and/or moisture content ranges, or as specified by the manufacturer
- B. Protect materials from damage and/or deleterious effects from any source

**PART 2 \* PRODUCTS**

Not Applicable

**PART 3 \* EXECUTION****3 8 PROTECTION**

- A. Protect finished surfaces including jambs and heads of passageway openings, soffits, etc., through which equipment and materials are handled.
- B. Provide protection of finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces
- C. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner
- D. In the event of damage, promptly make repairs to the satisfaction of the Architect and at no additional cost to the Owner.

**END OF SECTION**

RE-ROOF BUILDING D

WV VETERANS HOME

## SECTION 06002

## CARPENTRY

## PART 1 \* GENERAL

## 1 1 DESCRIPTION

A Work Included: Miscellaneous carpentry.

## B Related Work

- 1 Section 07350 - Single-Ply Membrane Roofing
- 2 Section 07600 - Flashing and Sheet Metal

## 1 2 QUALITY ASSURANCE

A Use Adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this section.

## B. Codes and Standards

- 1 Comply with requirements for various UL listed fire-rated assemblies
- 2 BOCA Building Code

## 1 4 PRODUCT HANDLING

A Comply with Section 01640

## PART 2 \* PRODUCTS

## 2 2 ACCEPTABLE PRODUCTS

A Framing lumber, furring and blocking to be SPF, Hem-Fir or other commercially available species, Construction Grade or better.

B. Treated wood shall be pressure treated with preservatives to resist rot and insect infestation per AWPA standards.

C Plywood in thickness as indicated to be B-C or better interior grade with exterior glue, pressure-treated where indicated

D. Trim to be in species and profiles similar to existing.

E Nails, screws, bolts and other fasteners of a size and pattern appropriate to the use, except that aluminum, stainless steel or hot-dip galvanized nails are required for exterior work exposed to the weather or in wet areas

F Framing accessories such as joist hangers, bridging, post bases, corner brace straps, etc., all of heavy gauge galvanized steel as manufactured by Simpson, Teco or equal.

## PART 3 \* EXECUTION

OCTOBER 2009

CARPENTRY - 06002-1

## RE-ROOF BUILDING D

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## 3 4 PREPARATION

- A Select members to be used so that knots and other defects will not interfere with fastenings and connections
- B Cut out and discard defects which will render a piece unsuitable for its intended function
- C Lumber may be rejected before or after installation for excessive warp, twist, bow, crook, mildew, fungus, or mold as well as for improper cutting, fitting, fastening or installation

## 3 5 INSTALLATION

- A Produce joints which are tight, true and well fastened
- B Set horizontal members with crown up
- C Do not cut, notch or bore members for pipes, ducts, conduit, wiring or other reasons except as shown on the Drawings or approved in advance.
- D Install blocking where shown, noted and required to support items of finish, accessories the work of other trades and to cut off concealed horizontal and vertical draft openings
- E Use common wire nails except where otherwise shown or noted. Size nails such that the nail point will penetrate at least one-half the nail length into the substrate. Nail without splitting, pre-boring where necessary.
- F Bore holes for bolts 1/16" larger than bolt diameter and use washers under all heads and nuts bearing on wood
- G For lag screws and wood screws, drill holes the same diameter as the thread root, then enlarge holes to the shank diameter for the length of the shank. Install with a washer under the head where it bears on wood.
- H Fasten trim and items of finish carpentry with finish nails with heads set and puttied flush, joints filled and all trim lightly sanded and suitable for painting.

END OF SECTION

RE-ROOF BUILDING D

WV VETERAN'S HOME

## SECTION 07530

## SINGLE PLY MEMBRANE ROOFING SYSTEMS

## PART 1 \* GENERAL

## 1 1 DESCRIPTION

A. Work Included - Ballasted single ply EPDM membrane roofing systems.

## B Related Work

1 Section 06002 - Carpentry

2 Section 07600- Flashing and Sheet Metal

## 1 2 QUALITY ASSURANCE

A Use Adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this section.

## 1 3 SUBMITTALS

A Comply with Section 01340

B Materials list of items proposed to be provided under this section.

C Manufacturer's specifications and other data needed to prove compliance with the specified requirements

D Shop Drawings detailing all joint and termination conditions and conditions of interface with other materials

E Manufacturer's written installation procedures, which when approved will become the basis for accepting or rejecting actual installation procedures used on the work.

F Roofing subcontractor to be approved in writing by the manufacturer of the approved system.

## 1 4 PRODUCT HANDLING

A. Comply with Section 01640

## 1 5 WARRANTY

A Upon completion of the work of this section and as a condition of its acceptance, pay the costs for and secure and deliver to the Architect the manufacturer's standard fifteen-year, non-prorated warranty/guarantee covering all labor and material of this section with no dollar limitation. Maximum wind speed coverage shall be peak gusts of 72 mph measured 10 meters above grade.

1 Prior to bidding, verify that the work of this section, if completed in accordance with the drawings and these specifications, will qualify for and be acceptable to the issue of the stipulated warranty/guaranty.

2 Should the indicated construction not be acceptable for the stipulated warranty/guaranty, advise the Architect of the required changes

## PART 2 PRODUCTS

## 2 1 ACCEPTABLE MANUFACTURERS

A Carlisle Tire and Rubber Company

B Firestone

C Goodyear

D. Additional manufacturers if approved in advance by the architect

## RE-ROOF BUILDING D

## WV VETERAN'S HOME

## 2.2 PRODUCTS

A. Ballasted Membrane - .060" thick EPDM non-reinforced membrane as manufactured by Carlisle Tire and Rubber Co., with all related and compatible flashings, sealants, adhesives, fasteners, accessories and associated materials, or equal

## B. Insulation

1. The existing tapered EPS foam insulation has been tested in four (4) locations and found to be in satisfactory condition and without excessive moisture content. Contractor is to quote an allowance with his bid to cover the cost of removing and replacing existing insulation in kind in the event that some is found to be unsatisfactory.

2. Rigid polyisocyanurate insulation for installation in new membrane system over the existing EPS insulation is to be provided by or approved by the membrane system manufacturer pursuant to the stipulated warranty/guarantee, minimum R-value of 9. Verify all existing conditions in the field. Provide tapered insulation units as shown and noted, or where required for detail conditions.

3. Wood fiber board is currently installed on the inside face of the parapet walls. Contractor is to quote an allowance with his bid to cover the cost of removing and replacing existing material in kind in the event that some is found to be unsatisfactory.

C. Fastening systems, splicing systems and/or adhesives shall be provided by or approved by the membrane system manufacturer pursuant to the stipulated warranty/guaranty.

D. Rubber flashing materials - Furnish and install cured and/or uncured rubber membrane materials as shown, noted and detailed or as required for a proper installation pursuant to the required warranty.

E. Provide other materials not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

F. Confirm that existing ballast is satisfactory and compliant with membrane manufacturer's requirements in size and quantity pursuant to the stipulated warranty, and replace as necessary. Comply with ANSI/SPRI RP-4 guidelines 11/19/2002 for coverage rates. Distribute existing and/or new ballast per requirements.

## PART 3 EXECUTION

## 3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

## 3.2 INSTALLATION

A. Install roofing strictly as per manufacturer's instructions.

B. Upon completion, clean the work area and remove all scrap and excess materials from the site. Allow convenient access for inspection of work and repair or replace defective work as directed by the Architect. Minor scratches and abrasions may be touched up. Damaged material that may affect the integrity of the roofing must be replaced. Leave drains and other openings clear and clean of debris.

C. Provide walks or runways of compatible materials to protect roofing if there is to be continued construction work.

END OF SECTION



RE~ROOF BUILDING D

WV VETERAN'S HOME

SECTION 07600  
FLASHING AND SHEET METAL

## PART I - GENERAL SUMMARY

A Provide flashing and sheet metal not specifically described in other Sections of these Specifications but required to prevent penetration of water through the exterior shell of the building

B Related work:

- 1 Section 07530 - Single Ply Membrane Roofing Systems
- 2 Section 06001 - Carpentry

## 1 2 SUBMITTALS

A Comply with pertinent provisions of Section 01340

B Submit the following Product Data and Shop Drawings

- 1 Materials list of items proposed to be provided under this Section:
- 2 Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
- 3 Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work

## 1 3 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B In addition to complying with pertinent codes and regulations, comply with pertinent recommendations contained in current edition of "Architectural Sheet Metal Manual published by the Sheet Metal and Air-conditioning Contractors National Association (SMACNA).

C. Standard commercial items may be used for flashing, trim, reglets, and similar purposes provided such items meet or exceed the quality standards specified.

## 1 4 DELIVERY, STORAGE, AND HANDLING

A Comply with pertinent provisions of Section 01640.

## PART 2- PRODUCTS

## 2 1 MATERIALS

A Where sheet metal is required, and no material or gage is indicated on the drawings, provide the highest quality and gage commensurate with the referenced standards.

B Metals

1. Aluminum - .040" or .032" sheet stock aluminum as detailed, Fed Spec QQ-A-250D, alloy 3003-H14 or ASTM B209
2. Stainless Steel - 26 gauge 302/304 dead soft, Fed Spec QQ-S-766 fully annealed or ASTM A167.

C. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

## RE-ROOF BUILDING D

## WV VETERAN'S HOME

## PART 3-EXECUTION

## 3.1 SURFACE CONDITIONS

A Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected

## 3.2 WORKMANSHIP

## A General:

- 1 Form sheet metal accurately and to the dimensions and shapes required, finishing molded and broken surfaces with true, sharp, and straight lines and angles.
- 2 where intercepting other members, coping to an accurate fit and sealing securely.
- 3 Unless otherwise specifically permitted by the Architect, turn exposed edges back 1/2".
- 4 Where shown and noted, provide fabricated items with watertight joints

B Form, fabricate, and install sheet metal so as to adequately provide for expansion and contraction in the finished Work

## C Weatherproofing:

- 1 Where lap seams occur, lap according to pitch, but in no case less than 3"
- 2 Make flat and lap seams in the direction of flow

## D Joints and nailing

- 1 Join parts with rivets or sheet metal screws where necessary for strength and stiffness.  
Fasteners for aluminum members to be aluminum or stainless steel. For fastening aluminum facings to wood, cadmium-plated steel fasteners may be used
- 2 Provide suitable watertight expansion joints for runs of more than 40', except where closer spacing is indicated on the Drawings or required for proper installation.
- 3 Whenever possible, secure metal by means of clips or cleats, without fastening through the exterior metal
- 4 In general, space nails, rivets, and screws not more than 8" apart and, where exposed to the weather, use corrosion resistant fasteners compatible with the materials being joined.
- 5 For concealed nailing into wood, use barbed roofing nails 1-1/4" long by 11 gage.

**END OF SECTION**

RE-ROOF BUILDING D

WV VETERANS HOME

## SECTION 07920

## SEALANTS AND CAULKING

## PART 1 - GENERAL

## 1 1 DESCRIPTION

## A Work Included:

- 1 Throughout the Work, seal and caulk joints where shown on the Drawings and elsewhere as required to provide a positive barrier against passage of moisture and passage of air

## 1 2 QUALITY ASSURANCE

- A Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

## 1 3 SUBMITTALS

- A Comply with pertinent provisions of the General Provisions.

## B Product data:

- 1 Materials list of items proposed to be provided under this Section;
- 2 Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
- 3 Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

- C Samples: Upon request of the Architect, submit samples of each sealant, each backing material, each primer, and each bond breaker proposed to be used

## 1 4 PRODUCTS

- A Comply with pertinent provisions of the General Provisions
- B Do not retain at the job site material which has exceeded the shelf life recommended by its manufacturer.

## PART 2 PRODUCTS

## 2 2 ACCEPTABLE PRODUCTS

- A Provide the following sealants, or equals approved in advance by the Architect, where called for on the Drawings or otherwise required for a complete and proper installation.

- 1 Sealant Type A (at joints subjected to horizontal traffic)
  - a Self-leveling, complying with ASTM C920, grade P, class 25;
- 2 Sealant Type B (at joints subject to extreme movement):

## RE-ROOF BUILDING D

## WV VETERANS HOME

- a Non-sag complying with ASTM C920-79, type S, grade NS, class 25, use NT, M, A, and O;
- B For other services, provide products especially formulated for the proposed use and approved in advance by the Architect.
- C Acceptable Manufacturers
  - 1 Vulkem
  - 2 Sonneborne
  - 3 Dow-Corning
  - 4 GE
  - 5 Pecora
  - 6 Tremco
- D Colors:
  - 1 Colors for each sealant installation will be selected by the Architect from standard colors normally available from the specified manufacturer.
  - 2 Should such standard color not be available from an approved substitute manufacturer except at additional charge, provide such colors at no additional cost to the Owner
  - 3 In concealed installations, and in partially or fully exposed installations where so approved by the Architect use standard gray or black sealant.
- E Use only those primers which have been tested for durability on the surfaces to be sealed and are specifically recommended for this installation by the manufacturer of the sealant used.
- F Use only those backup materials which are non-absorbent, non-staining, and specifically recommended for this installation by the manufacturer of the sealant used.
- G For masking around joints provide an appropriate masking tape which will effectively prevent application of sealant on surfaces not scheduled to receive it and which is removable without damage to substrate
- H Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect

## PART 3 EXECUTION

## 3.3 VERIFICATION OF CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

## 3.4 PREPARATION

- A Concrete and ceramic tile surfaces:
  - 1 Install only on surfaces which are dry, sound, and well brushed, wiping free from dust.

## RE-ROOF BUILDING D

## WV VETERANS HOME

- 2 At open joints, remove dust by mechanically blown compressed air if so required
- 3 To remove oil and grease, use sandblasting or wire brushing
- 4 Where surfaces have been treated, remove the surface treatment by sandblasting or wire brushing
- 5 Remove laitance and mortar from joint cavities

## B Steel surfaces:

- 1 Steel surfaces in contact with sealant:
  - a. Sandblast as required to achieve acceptable surface for bond.
  - b. If sandblasting is not practical, or would damage adjacent finish, scrape the metal or wire brush to remove mill scale and rust
  - c. Use solvent to remove oil and grease wiping the surfaces with clean white rags only
- 2 Remove protective coatings on steel by sandblasting or by using a solvent which leaves no residue.

## C Aluminum surfaces:

- 1 Aluminum surfaces in contact with sealant:
  - a. Remove temporary protective coatings, dirt, oil, and grease.
  - b. When masking tape is used for protective cover, remove the tape just prior to applying the sealant
- 2 Use only such solvents to remove protective coatings as are recommended for that purpose by the manufacturer of the aluminum work, and which are non-staining

## 3.5 INSTALLATION

## A Backup Material:

- 1 When using backup of tube or rod stock, avoid lengthwise stretching of material. Do not twist or braid hose or rod backup stock.
- 2 Do not, under any circumstance, use a screwdriver or similar tool for this purpose
- 3 Using the approved tool, smoothly and uniformly place the backup material to the depth indicated on the Drawings or otherwise required, compressing the backup material 25% to 50% and securing a positive fit

## B Priming:

1. Use only the primer approved by the Architect for the particular installation, applying in strict accordance with the manufacturer's recommendations as approved by the Architect.

## C Bond-Breaker Installation:

1. Provide an approved bond-breaker where recommended by the manufacturer of the sealant, and where directed by the Architect, adhering strictly to the manufacturers' installation recommendations

## RE-ROOF BUILDING D

## WV VETERANS HOME

## D. Installation of Sealants:

- 1 Prior to start of installation in each joint, verify the joint type according to details on the Drawings, or as otherwise directed by the Architect, and verify that the required proportion of width of joint to depth of joint has been secured.
- 2 Equipment
  - a Apply sealant under pressure with power-actuated hand gun or manually-operated hand gun, or by other appropriate means
  - b Use guns with nozzle of proper size, and providing sufficient pressure to completely fill the joints as designed.
- 3 Thoroughly and completely mask joints where the appearance of primer or sealant on adjacent surfaces would be objectionable.
- 4 Install the sealant in strict accordance with the manufacturer's recommendations thoroughly filling joints to the recommended depth.
- 5 Tool joints to the profile shown on the Drawings, or as otherwise required if such profiles are not shown on the Drawings
  - a Provide uniformly smooth joints with slightly concave surface
  - b Do not use tooling agent unless specifically so recommended in writing by the manufacturer of the sealant.
  - c Cleaning up:
    - 1 Remove masking tape immediately after joints have been tooled.
    - 2 Clean adjacent surfaces free from sealant as the installation progresses, using solvent or cleaning agent recommended by the manufacturer of the sealant used.
    - 3 Upon completion of the work of this Section, promptly remove from the job site all debris, empty containers, and surplus material derived from this portion of the Work.

END OF SECTION

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. Hill Date: 11-19-09



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 Company; and,  
(Company Name)

2. I do hereby attest that Danhill Construction Company  
(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)

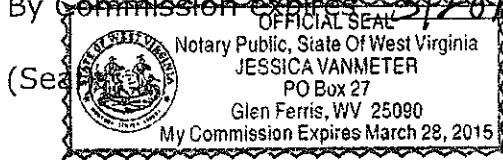
By: Robert D. Hill

Title: President

Date: 11/18/09

Taken, subscribed and sworn to before me this 18 day of NOV 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  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
BVH352

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT
304-558-2544

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

VENDOR

GAULEY BRIDGE WV 25085

WEST VIRGINIA VETERANS HOME

SHIP TO

512 WATER STREET  
 BARBOURSVILLE, WV  
 25504      736-1027

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: 11/19/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO MODIFY THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, AND ANSWER VENDOR QUESTIONS, PER THE ATTACHED; AND EXTEND THE BID OPENING TO 11/19/2009; 1:30 PM						
REVISED BID OPENING: 11/19/2009; 1:30 PM						
NO ADDITIONAL QUESTIONS WILL BE ACCEPTED.						
0001	1	LS		910-66		
ROOFING MAINTENANCE, REPAIR, AND INSTALLATION						
***** THIS IS THE END OF RFQ						BVH352 ***** TOTAL: \$ 108,750 <sup>00</sup>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE	304-632-1600	DATE	11-18-09
TITLE	<i>Pres.</i>	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

**ARCHITECTURAL PLANNING AND DESIGN**

Robert J. Summerfeldt, A.I.A., Registered Architect

1102 W. Memorial Blvd, Suite 107, Huntington, WV 25701

Phone - (304) 521-2929

FAX - (304) 521-2933

Email - [Apdrjs264@aol.com](mailto:Apdrjs264@aol.com)

November 5, 2009

TO: All Planholders – Replace Existing Roofing – Building D – WV Veterans Home, Barboursville, WV

**ADDENDUM #1**

The following items add to, clarify or replace information contained in previously published drawings and specifications. The items are in random order, so be certain to read all items and ensure that the appropriate information is distributed to the appropriate subcontractors or suppliers.

1. PRE-BID MEETING ATTENDEES – List attached.
2. ADDITIONAL ROOF AREA – Attached is a revised partial roof plan. The area hatched is an existing cornice assembly outside and below the parapet wall. Extend the new membrane roofing and flashing utilizing fully-adhered systems and details to cover this existing area, terminating in a small drip edge overhanging the existing fascia.
3. ACCEPTABLE MANUFACTURERS – No additional roofing manufacturers are approved for this project.
4. BID DATE – Date of Bid Opening has been changed to November 19, 2009.
5. QUESTIONS – Due to short time available prior to the bid opening, no additional questions can be accepted.

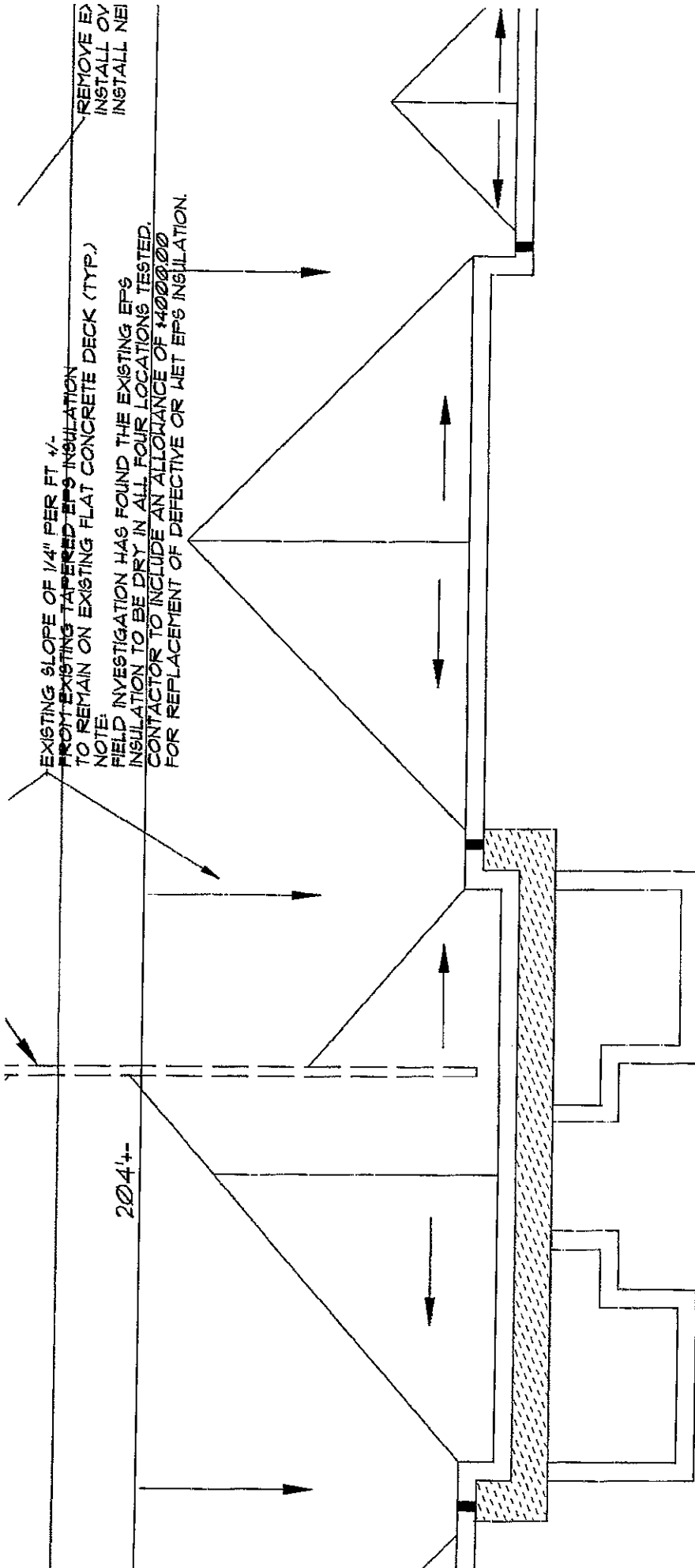
**END OF ADDENDUM #1**

Robert J. Summerfeldt, A.I.A.  
President, APD, Inc.

CC by FAX and/or e-mail.

**AFFILIATIONS**

AMERICAN INSTITUTE OF ARCHITECTS - WEST VIRGINIA SOCIETY OF ARCHITECTS - CONSTRUCTION SPECIFICATIONS INSTITUTE - NATIONAL TRUST FOR HISTORIC PRESERVATION - ASSOCIATE MEMBER TRI-STATE HOME BUILDERS ASSOCIATION - HUNTINGTON AREA CHAMBER OF COMMERCE



ROOF PLAN - BUILDING - I

0 8'-0"

Revised 11/5/09

Pre-Bid Conference  
**SIGN IN SHEET**

[Please Print]

Request for Proposal No.: BUN 352 Date: 11/4/09 10:00am

Firm & Representative Name	Mailing Address	Telephone & FAX Numbers
1. <u>Capital Builders</u> <u>Rachel Merritt</u>	<u>4008 5th St Rd.</u> <u>Huntington WV 25701</u>	T: <u>(304) 697-5002</u> F: <u>304-697-5004</u>
2. <u>DESIGN RESTORATIONS</u> <u>Todd Townsend</u>	<u>3768 Sleep Hollow Dr</u> <u>Hurricane WV</u>	T: <u>(304) 760-8915</u> F: <u>304-757-5862</u>
3. <u>Brian Pangel</u> <u>Design Restorations</u>	<u>3768 Sleep Hollow Dr</u> <u>Hurricane WV</u>	T: <u>304-760-8915</u> F: <u>304-757-5862</u>
4. <u>MIKE HESSON</u> <u>FRIK T&amp;E INC</u>	<u>114 County Road 3</u> <u>P.O. Box 400</u> <u>Chapman, OH 43019</u>	T: <u>740 867 2727</u> F: <u>None</u>
5. <u>Dan Hill</u> <u>Dan Hill Const.</u>	<u>Alan FARRIS</u> <u>wv/Ridex Hill@hotmail.com</u>	T: <u>304-632-1600</u> F: <u>304-632-1501</u>
6. <u>BRIAN LINVILLE</u> <u>TRI-STATE ROOFING &amp; SHEET METAL</u>	<u>PO Box 1251</u> <u>CHARLESTON, WV 25324</u> <u>blinville@tristateservice.com</u>	T: <u>304-755-8135</u> F: <u>755-5275</u>
7. <u>Stan Gougeon</u> <u>HALKENTHO Roofing</u>	<u>41 40th Street</u> <u>Wing WV</u>	T: <u>304-232-8540</u> F: <u>304-232-8005</u>
8. _____	_____	T: _____ F: _____
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

**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 Six Thousand Dollars (\$ 6,000.00 ) for the  
payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors  
and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Replace the roof and other related items at the Barboursville Veterans Home.

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  
19 day of November, 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 Veterans Home  
Re-roof  
Barboursville, WV 25504

**RE: Replace the roof and other related items at the Barboursville Veterans Home,  
Barboursville, WV.**

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  
Gauley Bridge, WV**

has submitted a proposal on the captioned project. We hereby agree that in the event an award is made to

**Danhill Construction Company  
Gauley Bridge, WV**

that we will provide the required performance, payment and/or maintenance bonds.

Signed and sealed this 19th day of November 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

Roberta Bird

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

Any and All Bonds

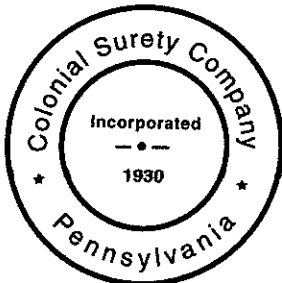
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment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

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

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

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

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



COLONIAL SURETY COMPANY

By 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 19th day of November, 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

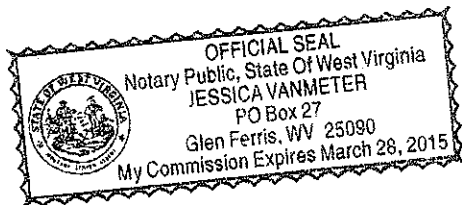
State of West Virginia

County of Fayette

AND NOW, this 19th day of November, 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



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

**FINANCIAL STATEMENT—DECEMBER 31, 2008**

**ASSETS**

**LIABILITIES & SURPLUS**

*Stocks and Bonds .....	\$ 20,708,702	Reserve for Unearned Premiums .....	\$6,002,414
Cash in Office & Banks .....	9,467,318	Claim Reserves .....	12,316,572
Accrued Interest & Dividends .....	263,694	Other Liabilities .....	1,080,025
Premiums & Agents Balances Receivable .....	841,215	Collateral Held .....	662,903
Other Assets .....	1,389,927	Capital Stock .....	3,000,000
.....		Surplus .....	9,608,942
<b>Total Admitted Assets .....</b>	<b>32,670,856</b>	<b>Total Liabilities &amp; Surplus .....</b>	<b>32,670,856</b>

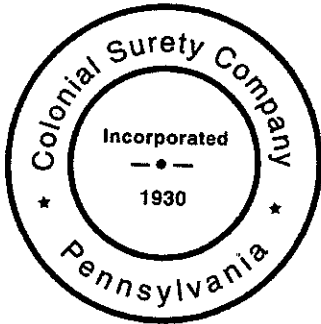
\*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners

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

**ss.:**

I, Wayne Nunziata, President of COLONIAL SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2008.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 15th day of February, 2009



*Wayne Nunziata*  
 \_\_\_\_\_  
 Wayne Nunziata President

*Theresa Simmons*  
 \_\_\_\_\_  
 Theresa Simmons Notary Public

**Theresa Simmons**  
**A Notary Public of New Jersey**  
 My Commission Expires September 2, 2010