



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
DCH10023

PAGE
1

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

RFQ COPY
TYPE NAME/ADDRESS HERE

Danhill Construction Company
PO Box 685
Gauley Bridge, WV 25085

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/13/2010				

BID OPENING DATE: **09/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-82		\$242,000 ⁰⁰
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF CULTURE & HISTORY, IS SOLICITING BIDS FOR REWORK OF WIRING FOR THE LIGHTING SYSTEM IN THE GREAT HALL AT THE CULTURE CENTER LOCATED IN CHARLESTON, WV.</p> <p>ELECTRICAL WIRING MAINTENANCE, INSTALLATION, AND REP</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 08/10/2010 AT 10:00 AM IN THE GREEN ROOM AT THE CULTURE CENTER. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR 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</p> <p><i>See unit Prices Attached</i></p>						

RECEIVED
 2010 SEP -7 PM 12:01
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Robert D. Hill** TELEPHONE **304-632-1600** DATE **9-7-10**

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

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

GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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SHIP TO

**DIVISION OF CULTURE & HISTORY
 CULTURAL CENTER
 1900 KANAWHA BOULEVARD, EAST
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DATE PRINTED 07/13/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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<p>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 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>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 08/12/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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>						

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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 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> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</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</p>						

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<p>COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & 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,</p>						

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<p>IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. 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>						

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				<p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>		

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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 8-23-10</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH 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 9-7-10 DATE</p> <p>REV. 11/96</p>						

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<p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Danhill Construction Co.</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 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>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</p>						

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BID OPENING DATE: **09/02/2010** **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: SHELLY MURRAY</p> <p>REQ. NO.: DCH10023</p> <p>BID OPENING DATE: 09/02/2010</p> <p>BID OPENING TIME: 1:30 PM</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
DCH10023

PAGE
10

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

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

DATE PRINTED: 07/13/2010	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
------------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **09/02/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <p style="text-align: center;"><i>304-632-1501</i></p>						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <p style="text-align: center;"><i>Dan Hill</i></p>						
***** THIS IS THE END OF RFQ DCH10023 *****						TOTAL: <u><i>\$242,000.00</i></u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE <i>304-632-1600</i>	DATE <i>9-7-10</i>
TITLE <i>Pres</i>	FERN <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADVERTISEMENT FOR BIDS

Sealed bids for **Great Hall Lighting – Wiring Rework, Culture Center, West Virginia Capital Complex, Charleston, West Virginia**, will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until the time and date listed in the State's Request for Quotations. Bids will be opened and publicly read aloud at that time.

The bidding documents consist of the Request for Quotations, plans, and specifications. The Request for Quotations can be obtained by contact the WV Purchasing Division Bid Request Line at (304) 558-2306, or in writing by contacting the address listed below. Plans and specifications may be obtained by contacting: ZMM Architects & Engineers, 222 Lee Street West, Charleston, West Virginia 25302; 304-342-0159 (phone); 304-345-8144 (fax).

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

Request for Quotations may be obtained by contacting:

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

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

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

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

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

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

DOCUMENT 00100 – INFORMATION AND INSTRUCTIONS TO BIDDERS

1. Pre-Bid Conference

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

2. Receipt and Opening of Bids

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

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

3. Bidder's Representations

By submitting a Bid, the Bidder represents that:

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

4. Preparation of Bid

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

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

5. Method of Bidding

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

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

6. Bid Security

Each Bid shall be accompanied by a bid bond payable to the Owner for five percent (5%) of the total Bid issued by an A.M. Best, A- or better rated surety company listed on the most current Federal Register, Circular 570, and authorized to do business in the state of the proposed project. Should the Bidder refuse to enter into a contract with the Owner on the terms stated in the Bidding Documents or fail to furnish bonds covering faithful performance of the Contract and all obligations arising thereunder, the full amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. Sample Bid Bond forms are included in Bidding Forms section.

7. Examination of Contract Documents and Site

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

8. Addenda and Interpretations

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

Every request for such interpretations should be in writing addressed to the WV Purchasing Division, per the language of and by the date shown in the Request for Quotations. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

9. Security for Faithful Performance

The Bidder to whom any contract is awarded, must pay for, execute and deliver to the Purchasing Division, prior to award of contract, a corporate surety Performance and Labor and Material Payment Bond on the forms for which a sample is provided, to be executed by an A.M. Best A- or better rated

surety company listed on the most current Federal Register, Circular 570, and which is authorized to do business in the resident state of the Project, in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising thereunder. (See sample of Performance Bond-Labor and Material Payment Bond at conclusion of Information for Bidders).

10. Power of Attorney

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

11. Laws and Regulations

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

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

12. Substitutions

Requests for approval of substitutions must be received by the Purchasing Division, by the date specified in the Request for Quotations for the submission of technical questions.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when submitted with a completed "Request for Substitution (Prior to Bid)" form. Substitution requests must be accompanied by manufacturer's original product data information. Burden of proof of merit of requested substitution is upon submitter; modifications of provisions of the Request for Substitution Form shall be stated on Contractor's letterhead and attached with request form and other attachments.

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

13. List of Proposed Subcontractor and equipment/Material Suppliers

The successful vendor should submit a listing of all subcontractors and all major equipment/material suppliers, along with the contractor's license number for each subcontractor, to the West Virginia Division of Culture and History within ten (10) working days of the award of the Contract. This information is to be provided on the "List of Proposed Subcontractors, Equipment/Material Suppliers." Only one subcontractor or equipment/material supplier may be listed for each work area. The successful vendor should establish the reliability and responsibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work, and verify availability of proposed subcontractors. The successful vendor

may be requested within thirty (30) calendar days after award of the contract to furnish to the West Virginia Division of Culture and History a more detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof.

14. Insurance Coverage

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

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

15. West Virginia Workers' Compensation

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

16. Wage Rates

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

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

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

17. Vendor's Number

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

END OF DOCUMENT

Attachment: Request for Substitution (Prior to Bid)

REQUEST FOR SUBSTITUTION (PRIOR TO BID)

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

Instructions:

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

To: **WV Purchasing Division,
2019 Washington Street,
Charleston, WV 25305**

Date: _____

Section: _____

Article: _____

Specified Product/Manufacturer: _____

Proposed Substitute: _____

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

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

Submitted by:

Signature/Title: _____

Prime Bidder: _____

Address: _____

Telephone: _____

Attachments

Architect/Engineer's Review Comments:

____ Accepted ____ Accepted As Noted

____ Not Accepted ____ Received Too Late

____ Not a Substitutable Item

Signature: _____

Review Date: _____

LIST OF PROPOSED SUBCONTRACTORS AND EQUIPMENT/MATERIAL SUPPLIERS

List below each major branch of work and major equipment/material supplier category for this proposal and the subcontractor or supplier proposed for that portion of work. Provide also the Contractor License Number for each subcontractor as required by the "West Virginia Contractor Licensing Act". If the branch of work is to be completed solely by an equipment/material supplier, indicate by notation below in the contractor license number column. The bidder may be requested to change an unsatisfactory subcontractor or equipment/material supplier. The contractor is responsible for selecting or changing subcontractor or equipment/material supplier. The Owner or Architect/Engineer may indicate their concerns regarding any entity listed about which they have reason to believe that, due to past experience, poor performance may be expected. The Owner may request that bidder produce additional documentation demonstrating a potential subcontractor or supplier's ability to perform the work for which they are being proposed."

It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all subcontractors and equipment/material suppliers being proposed to perform the work. The Contractor has full responsibility for satisfactory execution of all work in accordance with the Contract Documents. Any change of proposed subcontractors or equipment/material suppliers shall be at no cost to the Owner, as the Contractor has full responsibility for execution of the work.

I, Robert D. Hill representing Danhill Const. Co.
(Signature of Responsible Company) (Company Name)
 on this date 9-7-10 submit the following list of subcontractors and major
 material suppliers for your review and comment. This is the final and complete list of companies
 who will be performing work or supplying materials for DCH 10023
(Project Name)

I agree that once the subcontractors and material suppliers listed are approved for use by the Owner, no other subcontractors, or substitute for any subcontractors listed below, will be used in the performance of the contract without written approval of the Owner.

Branch of Work/ Material Category	Complete Name and Address Subcontractor/Supplier	Contractor License Number
1. <u>Electrical</u>	<u>Plateau Electric</u>	<u>WV 033642</u>
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

5.	_____	_____	_____

6.	_____	_____	_____

7.	_____	_____	_____

8.	_____	_____	_____

9.	_____	_____	_____

10.	_____	_____	_____

11.	_____	_____	_____

12.	_____	_____	_____

13.	_____	_____	_____

14.	_____	_____	_____

BID FORM

DATED: 9-07-2010
 (Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 001196

SUBMITTED TO: State of West Virginia
 Finance and Administration
 Purchasing Division

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

**GREAT HALL LIGHTING – WIRING REWORK
 CULTURE CENTER
 WEST VIRGINIA CAPITAL COMPLEX
 CHARLESTON, WEST VIRGINIA**

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

BASE BID:

For the sum of: Two hundred forty two thousand
Dollars $\frac{00}{100}$ (\$ 242,000⁰⁰).

UNIT PRICES:

The contract sum shall be subject to the following Unit Prices for quantities which may be increased or decreased from the stated allowance. These Unit Prices include all materials, shipping, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only.

Unit Price No. 1 – Light Fixture Internal Wiring

The following amount is proposed per fixture to replace the internal wiring:

ADD \$ 95.⁰⁰ /Fixture

Unit Price No. 2 – Light Fixture Lamp Holders

The following amount is proposed per fixture to replace the lamp holders:

ADD \$ 95.⁰⁰ /Fixture

If awarded contract, I (we) agree to perform the work to completion and ready for occupancy and use within 120 calendar days of the issuance of the Owner's Notice To Proceed.

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

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

No-1
8-23-10

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

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

The bidder hereby agrees to commence work under this contract on a date to be stipulated in the written Notice to Proceed by the Owner and to fully complete the scope of this contract in accordance with the Project Schedule and achieve FINAL COMPLETION of the entire project within the time period indicated above. Liquidated damages will be assigned at the rate of \$500 per day for every calendar day, beyond the time period stated herein, that the work of this contract remains incomplete.

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

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

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

SIGNATURE OF BIDDER:

Firm: Danhill Const. Co

By: Robert D. Hill

Address: PO Box 685

Title: Pres

Address: Gauley Bridge WV

Phone: 304-632-1600

25085

END OF BID FORM



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: 9/7/2010

Taken, subscribed and sworn to before me this 7 day of Sept 2010.

By Commission expires 3/28/2015

(Seal)

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.

RFQ No. DCH10023

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Danhill Construction Company

Authorized Signature: Robert D. Hill Date: 9/7/2010

State of West Virginia

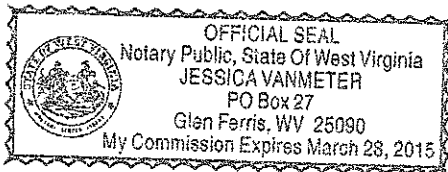
County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 7 day of September, 2010.

My Commission expires March 28, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC Jessica VanMeter





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

Request for Quotation

RFC NUMBER
 DCH10023

PAGE
 1

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/23/2010				

BID OPENING DATE: 09/07/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 08/12/2010.						
ATTACHMENTS: QUESTIONS AND RESPONSES MANDATORY PRE-BID SIGN IN SHEET						
THE BID OPENING IS EXTENDED:						
FROM: 09/02/2010						
TO : 09/07/2010						
----- END OF ADDENDUM NO. 1 -----						
0001	1	LS		910-82		\$242,000 ⁰⁰
ELECTRICAL WIRING MAINTENANCE, INSTALLATION, AND REP						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 304-632-1600	DATE 9-7-10
TITLE <i>Pres</i>	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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

DCH10023

ADDENDUM NO. 1

QUESTION:

Please verify that the extent of the specified coffer light fixture cleaning does not require cleaning the exposed portions visible from the floor requiring the contractor to employ the use of a lift apparatus.

RESPONSE:

Cleaning of the light coffers shall involve removal of any debris and vacuuming dust from the upper (hidden) areas of the lighting coffers only. It does not involve cleaning of the portions visible from the floor below.

QUESTION:

Please consider abandoning the existing lighting branch circuit wiring in their respective conduits/boxes. This would reduce costs significantly and shouldn't violate any code.

RESPONSE:

All wiring shall be removed from the abandoned conduit system to prevent anyone from inadvertently trying to use the wiring at a future date and to remove any additional potential for smoke generation in the event of a fire. (This was in agreement with the owner's representative prior to preparation of construction documents.)

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: DCH10023

Date: 08/10/2010

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

Firm Name:	CTC Construction, Inc
Firm Address:	P.O. Box 209 Perkins, WV 24963
Representative Attending:	Jerry D. Jackson
Phone Number:	540-257-0118
Fax Number:	304-753-5497
Email Address:	Jacksonetc@hughes.net

Firm Name:	Dan Hill Construction
Firm Address:	P.O. Box 685 Crawley Bldgs, W.Va 25085
Representative Attending:	Dan Hill
Phone Number:	304-632-1600
Fax Number:	304-632-1501
Email Address:	Dan.hill@hotmail.com

Firm Name:	City Electric Co.
Firm Address:	1219 Pennsylvania Avenue Charleston WV 25301
Representative Attending:	Chris Whitlock
Phone Number:	304-345-6150
Fax Number:	304-345-6151
Email Address:	cwhitlock@cityelectricwv.com

Firm Name:	Hughes Supply d/b/a HSC
Firm Address:	W. SUSSEX 300 Rural Acres Drive Bedley WV 25801
Representative Attending:	Frank Rhinehart
Phone Number:	(304) 252-1918
Fax Number:	(304) 252-6411
Email Address:	frhinehart@hscindustrial.com

Firm Name:	B Brown Electric
Firm Address:	1100 Charles Ave Durbar WV 25064
Representative Attending:	Brenson Kennedy
Phone Number:	304 768-0407
Fax Number:	304 768-0426
Email Address:	Bkennedy@BrownElec.com

Firm Name:	Platam Electric Inc
Firm Address:	P.O. Box 39 Scarbro WV 25917
Representative Attending:	Rodney Toney
Phone Number:	304-465-0947
Fax Number:	304-465-0948
Email Address:	Red at PEZ@ShenTel.net

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number: DCH10023

Date: 08/10/2010

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

Firm Name:	Alpha Contracting Inc.
Firm Address:	198 Prosperity Rd Beckley, WV 25801
Representative Attending:	Travis Hicks
Phone Number:	304-870-0134
Fax Number:	304-252-4340
Email Address:	thicks@alpha-contracting.com

Firm Name:	ALPHA CONTRACTING INC
Firm Address:	198 Prosperity Rd, Beckley WV 25801
Representative Attending:	Doug Hicks
Phone Number:	304 252-4339
Fax Number:	304 252-4340
Email Address:	DHicksElectero@Hotmail.com

Firm Name:	PROGRESSIVE ELECTRIC INC.
Firm Address:	1019 Young St. CHARLESTON, WV 25301
Representative Attending:	Brian A. Thomas
Phone Number:	304-345-1253
Fax Number:	304-345-1256
Email Address:	bthomas@weired.com

Firm Name:	AFC Electric LLC
Firm Address:	155 Green Acres Dr 155 Green Acres Dr Charleston, WV 25526
Representative Attending:	Don Drake
Phone Number:	304 389-9705
Fax Number:	304 757-5654
Email Address:	afc.electric@yahoo.com

Firm Name:	Advanced Electric
Firm Address:	4760 Chimney Drive Charleston WV 25302
Representative Attending:	Kenny Cook
Phone Number:	304-245-5530
Fax Number:	304-345-5534
Email Address:	

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

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 5 % Of Bid Amount (\$ 5%) 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
Rework of wiring for the Lighting System in the Great Hall at the Cultural Center

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
7th day of September, 20 10.

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

Div of Culture & History
Cultural Center
Charleston, WV 25305

RE: **Rework of wiring for the Lighting System in the Great Hall at the Cultural Center.**

COLONIAL SURETY COMPANY organized and existing under the laws of the Commonwealth of Pennsylvania and duly qualified to transact business in the State of WV hereby agrees that

Danhill Construction Company

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 7th day of September 2010.

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

Robertta Bird

Gauley Bridge

WV

Wayne Nunziata or Anthony J. Cimasko or Frederick S. Gallo

of Montvale and the State of New Jersey 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.

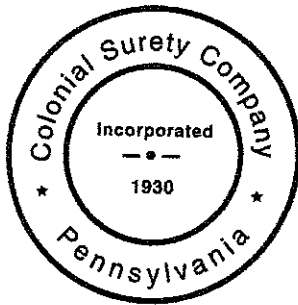
"Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following 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 _____ 2nd _____ day of _____ June _____, A.D., 2010.

State of New Jersey
County of Bergen

SS.:



COLONIAL SURETY COMPANY

By

Wayne Nunziata, President

On this _____ 2nd _____ day of _____ June _____, in the year 2010, 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

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 _____ 7th _____ day of _____ September _____, 2010 _____.

Original printed with Blue and Black Ink.
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, Secretary

State of West Virginia

County of Fayette

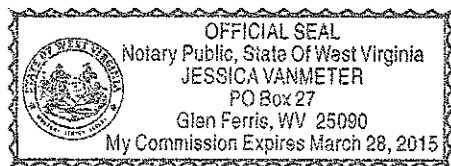
AND NOW, this 7th day of September, in the calendar year of 2010, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **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

