



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

Solicitation

NUMBER

PHB00031

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET

304-558-8802

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

GAULEY BRIDGE WV 25085

BOARD OF PHARMACY
236 CAPITOL STREET

CHARLESTON, WV
25301

558-0558

DATE PRINTED

02/26/2013

BID OPENING DATE:

04/16/2013

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		\$1,003,808 ⁰⁰
GENERAL CONSTRUCTION						
REQUEST OF QUOTATION (RFQ)						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA BOARD OF PHARMACY, IS SOLICITING BIDS FROM QUALIFIED VENDORS TO RENOVATE THE AGENCY'S OFFICE BUILDING ON KANAWHA BLVD. PER THE TERMS AND CONDITIONS, CONTRACT DOCUMENTS AND SPECIFICATIONS.						
PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM: THRASHER ENGINEERING, INC. 30 COLUMBIA BLVD. CLARKSBURG, WV. 26301 TELEPHONE: 304.624.4108						
REFERENCE: PROJECT NO. 060-0389 FEE: \$125.00 FOR PRINTED DOCUMENTS \$ 50.00 FOR ELECTRONIC CD VERSION						
04/16/13 12:46:12 PM West Virginia Purchasing Division						
***** THIS IS THE END OF RFQ PHB00031 ***** TOTAL:						

SIGNATURE

Robert D. Hill

TELEPHONE

1-304-632-1600

DATE

04-16-13

TITLE

PRESIDENT

FEIN

55-0648251

ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ | A pre-bid meeting will not be held prior to bid opening.

☐ | A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☒ | A **MANDATORY PRE-BID** meeting will be held at the following place and time:

March 12, 2013 at 10:00 AM, EST.
 West Virginia Board of Pharmacy
 NEW Office Building (Job Site)
 2310 Kanawha Blvd. East
 Charleston, West Virginia

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: March 19, 2013 at 2:00 PM. EST

Submit Questions to:

Guy Nisbet

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax: 304.558.3970

Email: Guy.L.Nisbet@wv.gov

- 5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus 3 convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: ☐ Technical
 ☒ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

April 16, 2013 at 1:30 PM. EST.

Bid Opening Location:

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

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
 - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

 - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

 - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

 - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

 - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

 - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

 - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

 - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

| | **Term Contract**

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- | ✓ | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within one hundred and fifty (150) consecutive calendar days.
- | | **One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- | | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
 - | | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
 - | | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
 - | ☒ | **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
 - | | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
 - | ☒ | **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☒ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☒ **Commercial General Liability Insurance:**
 per the specifications AIA-201 WV. Sup or more.

☒ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

☒ Insurance requirements as defined in the AIA-201 WV. Supplementary

☒ Conditions and Sample Accord form contained in the project manual.

☐ ☐

☐ ☐

☐ ☐

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- ☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

<input checked="" type="checkbox"/>	West Virginia Contractors License Number	WV 001196
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

Five Hundred Dollars (\$500.00)

for each consecutive calendar day after the initial

one hundred and fifty (150) days allowed to complete the project.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total

contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Danhill Construction Co.

Contractor's License No. WV 001196

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
 - ii. The subcontractor in the original bid has been debarred or suspended; or
 - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**WEST VIRGINIA BOARD OF PHARMACY
KANAWHA COUNTY, WEST VIRGINIA
PROPOSED
WEST VIRGINIA BOARD OF PHARMACY NEW OFFICE RENOVATIONS**

BID

TOTAL BASE BID -

In general, the work consists of all labor, materials, equipment, taxes, fees, insurance, bonds, licenses, and permits required for the renovation of a 7,065 SF residential structure for use as business occupancy.

Dollars (\$ 1,003,808⁰⁰)

ONE MILLION THREE THOUSAND EIGHT HUNDRED EIGHT DOLLARS $\frac{1}{100}$

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

NOTE: Bids shall include all applicable taxes and fees.

METHOD OF AWARD

If at the time this contract is to be awarded, the lowest base bid submitted by a qualified, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceeds such amount, the owner may reject all bids. The Owner may award the contract on the base bid submitted by a qualified responsible bidders, less the amounts of the deductive alternates subtracted in numerical order, as listed in contract to produce the lowest bid within the funds available for financing.

DEDUCTIVE ALTERNATE BID ITEMS

Deductive Alternate Bid Item #1 – Delete removal and replacement of existing raised sidewalk and tile inlay.

Deduct the sum of _____ Dollars (\$ - 9,700⁰⁰)
NINE THOUSAND SEVEN HUNDRED DOLLARS $\frac{\$}{100}$

Deductive Alternate Bid Item #2 – Delete removal and replacement of full width driveway.

Deduct the sum of _____ Dollars (\$ - 30,500⁰⁰)
THIRTY THOUSAND FIVE HUNDRED DOLLARS $\frac{\$}{100}$

Deductive Alternate Bid Item #3 – Delete replacement windows for attic areas and repair existing windows.

Add
 Deduct the sum of _____ Dollars (\$ + 5971⁰⁰)
FIVE THOUSAND NINE HUNDRED SEVENTY ONE DOLLARS $\frac{\$}{100}$

Deductive Alternate Bid Item #4 – Delete new French door replacements and refit and refinish existing doors.

Add
 Deduct the sum of _____ Dollars (\$ + 4827⁰⁰)
FOUR THOUSAND EIGHT HUNDRED TWENTY SEVEN DOLLARS $\frac{\$}{100}$

Deductive Alternate Bid Item #5 – Delete exterior painting.

Deduct the sum of _____ Dollars (\$ - 11,000⁰⁰)
ELEVEN THOUSAND DOLLARS $\frac{\$}{100}$

Deductive Alternate Bid Item #6 – Delete ramp and railing working including replacement of Door #106.

Deduct the sum of _____ Dollars (\$ - 50,500⁰⁰)
FIFTY THOUSAND FIVE HUNDRED DOLLARS $\frac{\$}{100}$

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

DAW HILL CONSTRUCTION
(Company)

Robert D. Hill
(Authorized Signature)

R. DAW HILL, PRESIDENT
(Representative Name, Title)

1-304-632-1600 1-304-632-1501
(Phone Number) (Fax Number)

04-16-13
(Date)

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Danhill Construction Company
Authorized Signature: Robert D. Hill Date: April 6, 2013

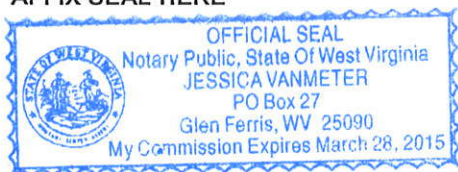
State of WV

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 16 day of April, 2013

My Commission expires March 28, 2015

AFFIX SEAL HERE



NOTARY PUBLIC

Jessica VanMeter

Purchasing Affidavit (Revised 07/01/2012)



**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: 04/16/2013

Taken, subscribed and sworn to before me this 16 day of April 2013.

By Commission expires 03/28/2015

(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.



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

Solicitation

NUMBER
PHB00031

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

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

GAULEY BRIDGE WV 25085

S
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T
O

BOARD OF PHARMACY
236 CAPITOL STREET

CHARLESTON, WV
25301

558-0558

DATE PRINTED
03/12/2013

BID OPENING DATE:

04/16/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.1						
ADDENDUM FOR THE RENOVATION OF THE BOARD OF PHARMACY OFFICES LOCATED ON THE KANAWHA BLVD. ISSUED TO PUBLISH THE ATTACHED DOCUMENTATION TO THE VENDOR COMMUNITY.						
ALSO TO ADD THE REVISED "HIPAA" LINE #38 OF THE ORIGINAL SOLICITATION AS PUBLISHED.						
HIPAA BUSINESS ASSOCIATE ADDENDUM: THE WEST VIRGINIA STATE GOVERNMENT HIPAA BUSINESS ASSOCIATE ADDENDUM (BAA), APPROVED BY THE ATTORNEY GENERAL, IS AVAILABLE ONLINE AT: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/HIPAA.HTML AND IS HEREBY MADE PART OF THE AGREEMENT PROVIDED THAT THE AGENCY MEETS THE DEFINITION OF A COVERED ENTITY (45 CFR 160.103) AND WILL BE DISCLOSING PROTECTED HEALTH INFORMATION (45 CFR 160.103) TO THE VENDOR. ADDITIONALLY, THE HIPAA PRIVACY, SECURITY, ENFORCEMENT AND BREACH NOTIFICATION FINAL OMNIBUS RULE WAS PUBLISHED ON JANUARY 25, 2013. IT MAY BE VIEWED ONLINE AT: HTTP://WWW.GPO.GOV/FDSYS/PKG/FR-2013-01-25/PDF/2013-01073.PDF ANY ORGANIZATION, THAT QUALIFIES AS THE AGENCY'S BUSINESS ASSOCIATE, IS EXPECTED TO BE IN COMPLIANCE WITH THIS FINAL RULE. FOR THOSE BUSINESS ASSOCIATES ENTERING INTO CONTRACTS WITH A HIPAA COVERED STATE AGENCY BETWEEN JANUARY 25, 2013 AND THE RELEASE OF THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT, OR SEPTEMBER 23, 2013 (WHICHEVER IS EARLIER), BE ADVISED THAT YOU WILL BE REQUIRED TO COMPLY WITH THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT. FOR THOSE						

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE	1-304-632-1600	DATE	04-16-13
TITLE	President	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, 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

Solicitation

NUMBER
PHB00031

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

V
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D
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R

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

GAULEY BRIDGE WV 25085

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BOARD OF PHARMACY
236 CAPITOL STREET

CHARLESTON, WV
25301

558-0558

DATE PRINTED
03/12/2013

BID OPENING DATE:

04/16/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
BUSINESS ASSOCIATES WITH CONTRACTS WITH A HIPAA COVERED STATE AGENCY EXECUTED PRIOR TO JANUARY 25, 2013, BE ADVISED THAT UPON RENEWAL OR MODIFICATION, YOU WILL BE REQUIRED TO COMPLY WITH THE 2013 WV STATE AGENCY BUSINESS ASSOCIATE AGREEMENT NO LATER THAN SEPTEMBER 22, 2014.						
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ PHB00031 ***** TOTAL:						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: PHB00031
 Addendum Number: No. 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

This addendum for the WV Board or Pharmacy is issued to distribute the following information to the attendees at the mandatory pre-bid meeting held: March 12, 2013.

1. Mandatory Pre-bid Sign in Sheet.
2. Notify General Contractors that the site will be opened for Sub-Contractors to view on: Friday March 15, 2013 from: 9:00 AM. till noon. This will be the only opportunity for subs to view the property.

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

PRE-BID CONFERENCE
SIGN IN SHEET

(1)

Request for Quotation Number:

PHB00031

Date:

03/12/2013 10:00AM

Project Description:

Board of Pharmacy Office Renovations

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:	Broadalex, LLC
Firm Address:	405 Maxwell St. Charleston, WV 25311
Representative Attending:	Frank Rhinehart
Phone Number:	(304) 720-1922
Fax Number:	(304) 720-1908
Email Address:	frank@broadalex.com

Firm Name:	Allegheny Restoration & Bldg Inc
Firm Address:	P.O. Box 18032 Harrisburg PA 17107
Representative Attending:	BLAIR LEE
Phone Number:	304 594 2570
Fax Number:	304 594 2810
Email Address:	BLAIR@AlleghenyRestoration.com

Firm Name:	DANHILL CONSTRUCTION
Firm Address:	PO Box 685 GAULEY BRIDGE, WV 25085
Representative Attending:	MIKE SIEMIACZKO
Phone Number:	304-632-1600
Fax Number:	304-632-1501
Email Address:	rdanhill@hotmail.com

Firm Name:	MCP ENTERPRISES LLC
Firm Address:	P.O. Box 423 Hurricane WV, 25526
Representative Attending:	KEVIN HAYNES
Phone Number:	304-760-8860
Fax Number:	304-760-8862
Email Address:	KevinHaynesMcp@yahoo.com

Firm Name:	N Powell Company
Firm Address:	3828 Main St Weirton, WV 26062
Representative Attending:	William M Varkony
Phone Number:	304 748 3338 ext 477
Fax Number:	
Email Address:	joe@npowell.com

Firm Name:	LCN Electrical Contracting
Firm Address:	Rt. 3 Box 163 A Hurricane WVA 25526
Representative Attending:	Harold Mynes
Phone Number:	304-722-1000 - 304-539-0928
Fax Number:	304-722-1005
Email Address:	hfmynes@Frontier.com

PRE-BID CONFERENCE
SIGN IN SHEET

(2)

Request for Quotation Number:

PHB00031

Date:

03/12/2013 10:00AM

Project Description:

Board of Pharmacy Office Renovations

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

Firm Name:	<u>IBEW 466</u>
Firm Address:	<u>800 INDIANA AVE</u> <u>CHARLESTON WV 25302</u>
Representative Attending:	<u>Terry Turling</u>
Phone Number:	<u>304 342 0800</u>
Fax Number:	<u>304 342 7716</u>
Email Address:	<u>terryt@ibew466.org</u>

Firm Name:	<u>Majors Construction LLC</u>
Firm Address:	<u>5192 Brady Road</u> <u>Huntington, WV 25701</u>
Representative Attending:	<u>Phillip Wiseman</u>
Phone Number:	<u>304-302-7885 ext. 15</u>
Fax Number:	<u>302-7895</u>
Email Address:	<u>phillip.wiseman@comcast.net</u>

Firm Name:	<u>MIRC CONSTRUCTION SERVICES</u>
Firm Address:	<u>PO BOX 465</u> <u>SCOTT DEPOT WV 25560</u>
Representative Attending:	<u>Adam Samples</u>
Phone Number:	<u>304 757 0880 ext 103</u>
Fax Number:	<u>304 757 0881</u>
Email Address:	<u>SADKIN@MIRCCONSTRUCTION.COM</u>

Firm Name:	<u>Allmon General Contractors</u>
Firm Address:	<u>5317 Kanawha Ave.</u> <u>Charleston, WV 25314</u>
Representative Attending:	<u>Steve Sneed</u> <u>Gary Allmon Sr.</u>
Phone Number:	<u>304 549 9916</u>
Fax Number:	<u>age1111@hotmail.com</u>
Email Address:	<u>age1111@hotmail.com</u>

Firm Name:	<u>E. A. LEACH & Sons, Inc.</u>
Firm Address:	<u>PO BOX 1823</u> <u>HUNTINGTON, WV. 25719</u>
Representative Attending:	<u>Jim Leach Jr.</u>
Phone Number:	<u>304-523-7560</u>
Fax Number:	<u>304 523-1238</u>
Email Address:	<u>j0771@comcast.net</u>

Firm Name:	<u>Oval Construction Company</u>
Firm Address:	
Representative Attending:	<u>Brandon Copeland</u>
Phone Number:	<u>304-880-8920</u>
Fax Number:	
Email Address:	<u>jeanney@ovalconstruction.com</u>

PRE-BID CONFERENCE
SIGN IN SHEET

3

Request for Quotation Number:

PHB00031

Date:

03/12/2013 10:00AM

Project Description:

Board of Pharmacy Office Renovations

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

Firm Name:	<u>Wiseman Const Co</u>
Firm Address:	<u>1616 6th Ave</u> <u>Charl WV 25387</u>
Representative Attending:	<u>JCLinkNO9902</u>
Phone Number:	<u>304-344-1200 EXT 212</u>
Fax Number:	<u>304-344-1281</u>
Email Address:	<u>JCLink.NO9902@Wiseman</u> <u>Const.com</u>

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

Firm Name:	<u>THRASHER ENGINEERING</u>
Firm Address:	<u>30 COLUMBIA BLVD.</u> <u>CLARKSBURG WV 26301</u>
Representative Attending:	<u>LEE GUSTAFSON, ARCHITECT</u>
Phone Number:	<u>304-326-6103</u>
Fax Number:	
Email Address:	<u>lgustafson@thrashereng.com</u>

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

Firm Name:	<u>WV PURCHASING</u>
Firm Address:	
Representative Attending:	<u>Guy MISBET</u>
Phone Number:	<u>304-558-8802</u>
Fax Number:	
Email Address:	

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PHB00031

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

DANHILL CONSTRUCTION

Company

Robert D. Hill

Authorized Signature

04-16-13

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012



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

Solicitation

NUMBER
PHB00031

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
GUY NISBET 304-558-8802

VENDOR

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

SHIP TO

BOARD OF PHARMACY
236 CAPITOL STREET
CHARLESTON, WV
25301 558-0558

DATE PRINTED
03/25/2013

BID OPENING DATE:

04/16/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO.2						
ADDENDUM FOR THE RENOVATION OF THE BOARD OF PHARMACY OFFICES LOCATED ON THE KANAWHA BLVD. ISSUED TO PUBLISH THE ATTACHED DOCUMENTATION TO THE VENDOR COMMUNITY.						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ PHB00031 ***** TOTAL:						

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 1-304-632-1600	DATE 04-16-13
TITLE PRESIDENT	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: PHB00031

Addendum Number: No. 02

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☒ Other

Description of Modification to Solicitation:

This addendum for the WV Board of Pharmacy is issued to distribute the following information to the attendees at the mandatory pre-bid meeting held: March 12, 2013.

1. Questions and Answers (3 pages)
2. ASTAR Lead Paint Report (27 pages)
3. West Virginia American Water Company Application for Private Fire Service (1 page)

No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

PHB00031

WV Board of Pharmacy Office Renovation

Questions and Answers

Q. 1. Will the furniture, cabinets, metal storage racks, old file boxes, etc., remain and be the responsibility of the contractor to relocate and replace when conducting the remodeling in the house or will those items be removed by the owner?

A. 1. Yes. The Contractor will be responsible for moving and protecting existing furniture and equipment as required to accomplish the work specified.

Q. 2. Several random tests were conducted for lead on the outside and inside wood painted trim using a portable test kit. All random samples tested positive for the presence of lead. Will the owner be responsible for all lead paint removal and disposal or is the contractor to include that in their base bid?

A.2. Test were performed for the presence of lead based paint, and a copy of the report is attached which describes the testing process and shows locations identified as having concentrations greater than what is acceptable as per EDA and HUD guidelines. This Contract will require the General Contractor to hire a WV Licensed Lead-Based Paint Testing and Abatement Company to remove the identified areas of lead based paint that have been identified as exceeding acceptable limits of concentration. This shall be done prior to commencement of the general remodeling work. This will include proper and legal clean up and disposal of the products removed, including cleanup of any existing chips both inside and outside that may have fallen from painted surfaces prior to commencing any work. See Q.3. and A.3. for additional requirements.

Q. 3. There are numerous chips of paint that have flaked off of the house and are laying on the property grounds. If an agency inspection is ever conducted and lead is detected in any of the chips the grounds may be declared contaminated and may have to be decontaminated. Will the owner be responsible for this clean up and disposal or is that also to be included in the base bid?

A.3. As part of the Lead Based Testing and Abatement requirements stated in A.2., the soil shall be tested around the house by a Licensed Lead Inspector/Risk Assessor to determine if any contamination exists from prior work by others. If necessary, remediation will be completed under a separate contract prior to commencement of new exterior work. Upon completion of the lead based paint removal and cleanup, the General Contractor is to have additional soil samples taken by a Licensed Lead Inspector/Risk Assessor to determine if any new soil contamination has occurred and if additional remediation work will be required. If additional soil remediation is required, it will be completed under this contract at the General Contractor's expense.

Q. 4. Fire Alarm: is there a specific design, if not, should contractor include in estimate

A.4. The new fire alarm system may be any brand that has locally available parts and service and meets all of the requirements of the WV State Fire Code. The alarm contractor will be responsible for the design of the system and all submittals to the State Fire Marshal, including the final testing and State Fire Marshal approval for occupancy. The cost of the Occupancy Inspection is to be paid for by the Contractor.

Q. 5. Can flexible conduit type MC or AC cable be used to fish power in for existing walls

A.5. Yes.

Q. 6. Clarification for phone and data: do we supply cut in box only or do we provide box and raceway to some point.

A.6. The General Contractor is to provide boxes, empty conduit or pull wires in walls to the basement or attic, and blank cover plates for empty boxes. Wiring will be pulled by a separate contractor.

Q. 7. Can surface mounted wire mold be used?

A.7. No.

Q. 8. Will there be any type of security alarm system?

A.8. Yes. The security alarm will be provided by a separate contractor.

Q.9. Can Sub Contractors that did not attend the pre-bid, be allowed to bid this project?

A.9. Only Contractors who attended the Pre-Bid Meeting are eligible to submit bids. Bidders may accept quotes from subcontractors and vendors who did not attend the Pre-Bid Meeting at their own discretion.

Q. 10. Baseboard heaters in room 106-- are these existing?

A. 10. Yes.

Q. 11. Drawings show a new Fire Alarm Panel but no devices. Is this Fire Alarm System to be installed by the owner?

A.11. No. See A.4. above.

Q. 12. Is it the intent of the owner to install all wiring in conduit. Or can BX or flex be used in fishing up/down walls for outlets and switches?

A.12. Wiring can be any type that complies with the National Electric Code for its intended use. All wiring is to be concealed in wall, floor and ceiling spaces.

Q. 13. Is it the intent of the owner that all existing wiring be left in place for existing lights, and outlets, and heating/cooling?

A.13. Existing wiring may be and should be re-used to the greatest extent allowed by current Codes and Standards for Business Occupancies. Any and all unused or abandoned wiring is to be removed and disposed of by the Contractor.

14. Alternate Bid #5 deletes exterior painting for stucco surfaces. Wood trim painting is to remain in the contract Base Bid work.

15. Disregard the reference to Alternate Bid #7 on Drawing A2.00. There will be no Alternate Bid #7.

16. Disregard the "possible fire escape exit" note on Drawing 1/A1.02.

17. A water pipe has frozen and burst in the crawl space near the outdoor basement door. Repair of this copper line and insulation of all new and existing hot and cold water piping in the crawl space is to be included in the Base Bid work.

18. The new automatic sprinkler service and design is a design/build system with some stipulations for concealment of piping in chases and bulkheads, and a general suggested service line entrance location. This is to include all piping from the existing 8" C.I. main in the Alley behind this building, with a tap cost for the West Virginia American Water Company estimated at \$8,800. WVAW will install the hot tap and piping for the fire sprinkler line from the 8" main to the property line just prior to the service vault. The fire service vault is to be installed by the Contractor as required to contain and service the required valves and equipment for the system. The vault is typically a 5' to 6' diameter precast concrete vault with a sump or drain, a 4' riser, and an 8" concrete lid with a traffic weight aluminum hatch (Bilco or equal) since the vault will be in a parking area. The hatch must be compatible (including a drilled hole) for the radio sending unit for the by-pass meter on the DDCV. The by-pass meter is provided by WVAW. All work not provided by WVAW but required for a complete and operable Fire Marshal approved system is the responsibility and expense of the General Contractor. Thrust restraint is required so when the DDCV is removed the piping going into the vault will not push further into the vault causing a leak and making it impossible to reinstall the DDCV. All piping in and around the vault shall be D.I. pipe. A copy of the WVAW Application for Private Fire Service is attached. The Contractor is to make all arrangements with WVAW on behalf of the Owner, and pay all required fees. The Owner will sign the Application when needed.

End of Addendum #2



LEAD-BASED PAINT REPORT

Report Date:
11-3-2011

Project Number:
11-551

Lead-Based Paint/Lead
Containing Materials Present:

Property Owner:
WV Board of Pharmacy
232 Capitol Street
Charleston, WV 25301
Attn: David Potters

Property Address:
2310 Kanawha Blvd. E
Charleston, WV 25301

☒ Yes

☐ No

☐ Presumed

SYNOPSIS

Mr. David Potters, of the WV Board of Pharmacy, requested a lead-based paint inspection for the building at 2310 Kanawha Blvd. East, Charleston, WV. Paint chip samples were collected throughout the building, with four (4) areas being detected for lead containing paint. Refer to Section 2 – Scope of Work for a detailed listing of the results.

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Ralph L. Brum 11-4-11
Lead-Based Paint Inspector Date
License #: PI000400

RA C. SA 11-4-11
Peer Review Date



Table of Contents

Section	Title	Page
Section 1	Lead Paint Inspection & XRF Testing Procedures.....	3
Section 2	Scope of Work for LBP.....	
Section 3	Summary of Findings for LBP.....	
Section 4	Recommendations for LBP.....	
Section 5	Photographs/Drawings.....	

Appendices

Appendix	Title
Appendix 1	Paint Chip Results
Appendix 2	Example Room & Component Diagrams
Appendix 3	Certification/License



Section 1 – Lead Paint Inspection and XRF Testing Procedures

The U.S. Department of Housing and Urban Development (HUD) and the U.S. Environmental Protection Agency (EPA) define an inspection as a surface-by surface investigation to determine the presence of lead-based paint (see 40 CFR part 745 and Title X of the 1992 Housing and Community Development Act).

The OSHA guidelines per paint chip sampling for classifying as lead containing is greater than 400 parts-per-million (ppm / 0.0800 mg/cm²).

As per the EPA & HUD guidelines lead based paint is defined as a dried paint film with a lead concentration of greater than or equal to 1.0 mg/cm² or 0.5 percent by weight for this survey. Lead paint amounts were reported mg/cm² because this unit of measurement does not depend on the number of layers of non-lead based paint. OSHA defines lead containing as any material that has a measurable amount of lead present. Therefore XRF analysis is not acceptable for OSHA compliance. The owner/contractor may, at their own liability, choose to use the Sequential Results, located in **Appendix 1**, and make the determination that any reading above 0.00 is lead containing.

Portable XRF Testing Machines

Portable XRF lead-based paint analyzers are the most common primary analytical method for inspections because of their demonstrated abilities to:

1. Determine if lead-based paint is present on many different types of surfaces
2. Measure the paint without destructive sampling or paint removal
3. Provide sample results immediately and at a relatively low cost per sample

Portable XRF instruments expose a building component to X rays or gamma radiation, which causes lead to emit X-rays with a characteristic frequency or energy. The intensity of this radiation is measured by the instrument. The inspector must then compare this displayed value (reading) with the inconclusive range or threshold specified in the XRF Performance Characteristic Sheet for the specific substrate beneath the painted surface. If the reading is less than the lower boundary of the inconclusive range, or less than the threshold, then the reading is considered negative. If the reading is greater than the upper boundary of the inconclusive range, or greater or equal to the threshold, then the reading is considered positive. Readings within the inconclusive range, including its boundary values, are considered inconclusive. Because the inconclusive ranges and/or thresholds shown in the Performance Characteristic Sheet are based on 1.0 mg/cm², positive and negative readings are consistent with the HUD definition of lead-based paint for identification and disclosure purposes.

XRF Inspection Methodology

Astar Abatement, Inc. conducts LBP Inspections using XRF methodology in a strict and rigorous manner. Our inspection methodology is based on Chapter 7 of the U.S. Department of Housing and Urban Development's (HUD) *Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing*. A typical Lead-Based Paint Inspection involves several distinct tasks:

1. **Side identification:** Identify perimeter wall sides with letters A, B, C, and D (or numbers or Roman numerals). Side A for single-family housing is the street side for the address. Side A in multifamily



housing is the apartment entry door side. Side B, C, and D are identified clockwise from Side A as one faces the dwelling; thus Wall B is to the left, Wall C is across from Side A, and Side D is to the right of Side A. Each room equivalent's side identification follows the scheme for the whole housing unit. Because a room can have two or more entries, sides should not be allocated based on the entry point. For example, giving a closet a side allocation based on how the room is entered would make it difficult for another person to make an easy identification, especially if the room had two closets and two entryways.

2. **Room Equivalent Identification:** Room equivalents should be identified by both a number and a use pattern (for example, Room 5-Kitchen). Room 1 is always the exterior. As the inspector enters the structure to be inspected, room 2 is to be the room which contains the entry door to the dwelling or facility. Each subsequent room equivalent is then numbered. Room 3 is designated as the room which is nearest to the left hand side of Room 2 (if facing the dwelling with back towards the dwelling's primary entrance). Room numbering is then continued in a clockwise fashion. If multiple closets exist, they are given the side allocation: for example, Room 3, Side C Closet. The exterior is always assigned a separate room equivalent identifier.
3. **Sides in a Room:** Sides in an interior room equivalent follow the overall housing unit side allocation. Therefore, when standing in any four-sided room facing Side C, the room's Side A will always be to the rear, Side B will be to the left, and Side D will be to the right.

See **Appendix 4** for an example diagram of a room and common components such as the inspector utilizes.

Using the XRF device, the inspector collects readings from all testing combinations in Room 1. When all testing combinations are tested, the inspector then continues the inspection with the remaining room equivalents. The inspection is finished when all testing combinations in the dwelling or facility have been tested.



Section 2 – Scope of Work

In response to a request from David Potters, of WV Board of Pharmacy, Astar conducted a complete lead paint inspection of the property on 2310 Kanawha Blvd. East, Charleston, WV. This report represents the results from the complete inspection performed in accordance with all established rules and regulations. The inspection was characterized by a close visual inspection of all accessible areas. Suspect paints were sampled and inventoried for quantity and condition.

The inspection for lead-based paint included the following locations:

- 551-01 Exterior (D), wall, stucco, gray color – fair condition (0.0032 mg/cm²)
- 551-02 Exterior (D), window sill, concrete, white color – fair condition (<0.0034 mg/cm²)
- 551-03 Exterior (D), window casing, wood, white color – fair condition (7.9 mg/cm²)**
- 551-04 Interior Room 1, Wall (upper) (D), wood w/wallpaper, tan color – intact condition (<0.0016 mg/cm²)
- 551-05 Interior Room 1, Wall (lower) (C), plaster, burgundy color – intact condition (<0.0016 mg/cm²)
- 551-06 Interior Room 2, Wall (upper) (C), plaster w/wallpaper – intact condition (<0.0038 mg/cm²)
- 551-07 Interior Room 2, Wall (lower) (D), plaster, beige color – intact condition (<0.0016 mg/cm²)
- 551-08 Interior Room 3, Wall (D), plaster w/wallpaper – intact condition (<0.0028 mg/cm²)
- 551-09 Interior Room 5, Wall (A), plaster, green color – intact condition (<0.0030 mg/cm²)
- 551-10 Interior Room 6, Wall (D), drywall, yellow color – fair condition (<0.0038 mg/cm²)
- 551-11 Interior Room 7, Window sill (B), wood, white color – intact condition (0.0030 mg/cm²)
- 551-12 Interior Room 10, Wall (B), plaster w/ green wallpaper – intact condition (<0.011 mg/cm²)
- 551-13 Interior Room 10, Wall (B), plaster w/wallpaper, white color – intact condition (<0.0060 mg/cm²)
- 551-14 Interior Room 22, Window casing (B), wood, white color – fair condition (8.1 mg/cm²)**
- 551-15 Interior Room 12, Wall (B), plaster, yellow color – intact condition (0.0093 mg/cm²)
- 551-16 Interior Room 13, Wall (A), plaster, yellow color – intact condition (0.11 mg/cm²)**
- 551-17 Interior Room 15, Wall (D), plaster, green color – intact condition (<0.015 mg/cm²)
- 551-18 Interior Room 17, Wall (D), plaster, gray color – fair condition (<0.0029 mg/cm²)
- 551-19 Interior Room 17, Wall (D), plaster, green color – fair condition (<0.0067 mg/cm²)
- 551-20 Interior Room 18, Wall (C), plaster, gray paint – intact condition (<0.0055 mg/cm²)
- 551-21 Interior Room 22, Wall (D), plaster, green color – intact condition (0.016 mg/cm²)
- 551-22 Interior Room 23, Wall (A), plaster, green paint – fair condition (0.0093 mg/cm²)

Conclusions from the results of the paint chip collected, is as follows:

- **Exterior (all) wood trim, wood, white color (including soffit and fascia)**
- **Interior Room 22 window casing / trim, wood white color**
- **Interior Room 13 (all) walls and ceiling, plaster, yellow color**
- **Interior – Fireplace front – ceramic tiles throughout building**

This report or any statements or information contained herein shall not be interpreted to imply any conclusions or opinions related in any manner as to whether any potential health risks to individuals exposed to the building environments were or were not present at the time of our inspection or may or may not develop at some time in the future.

This report is not a guarantee or warranty of any kind and was prepared for the exclusive use of the owner and Astar Abatement, Inc. and may be provided to others for disclosure purposes only. Prospective purchasers or any other interested parties are advised that this report is not intended for their use or



benefit nor is to be relied upon to ascertain the condition of the property. Astar Abatement, Inc., their employees, agents and subcontractors do not assume any liability for hidden/latent defects or conditions of any kind.

Indemnification:

Astar Abatement, Inc., its employees or subcontractors, shall not be legally responsible for any direct, indirect, incidental, special, consequential or exemplary damages, including (but not restricted to) damages for loss of investment, value, use, expenditure, or other intangible losses (even if Astar has been advised of the possibility of such damages), resulting from:

1. The use or the incapability to use this document or previously related documentation issued by Astar;
2. Statements or behavior of any third party; or
3. Any other matter relating to our efforts regarding the referenced property. On no occasion shall total legal responsibility to any concerned party for all damages, losses, and causes of action go beyond the amount paid to Astar for the preparation and publication of this specific document.

Every attempt was made to gain access to each and every area or to access representative materials entering or leaving such areas. Astar Abatement, Inc. accepts no liability nor makes any claims regarding materials that were not accessible during the inspection process. Especially if such material was located behind or within walls, concrete decks, sub-floors, chases, or was otherwise generally inaccessible.

This report is not intended to be used as a specification or work plan for any of the work suggested or recommended in this report. It is based upon conditions and practices observed at the property and information made available to the surveyor. This report does not intend to identify all hazards or unsafe practices, or to indicate that other hazards or unsafe practices do not exist at the premises.

The OSHA guidelines per paint chip sampling for classifying as lead containing is greater than 400 parts-per-million (ppm / 0.0800 mg/cm²).



Section 3 – Summary of Findings for Lead-Based Paint

Lead Based Paint was detected in the following painted surfaces ($>1.0 \text{ mg/cm}^2$ as per EPA/HUD Standards):



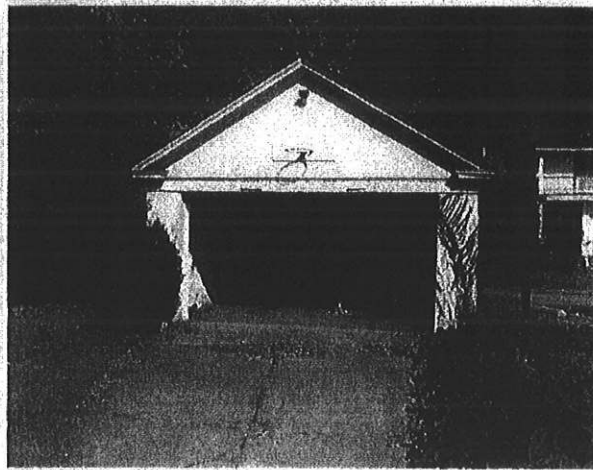
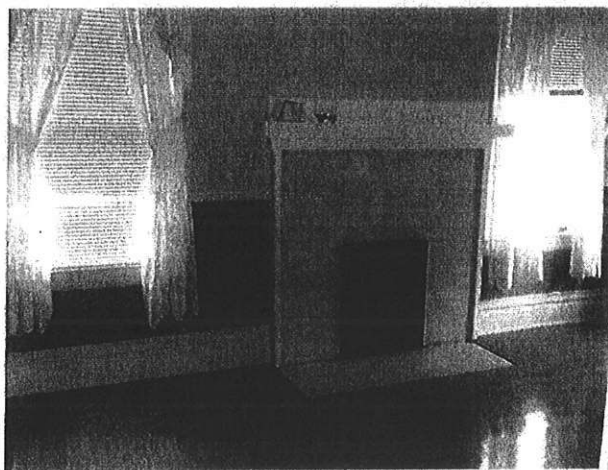
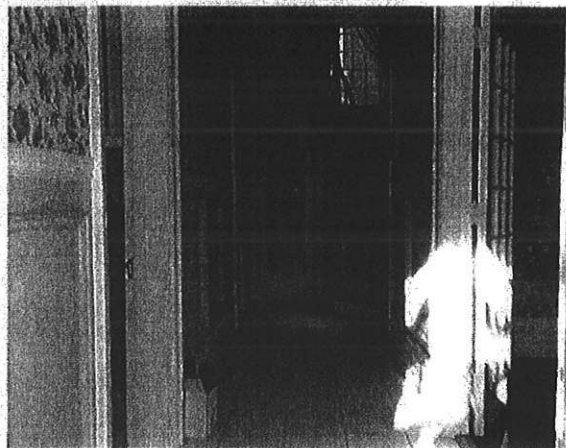
Section 4 – Recommendations for Lead Based Paint

All LBP that will be disturbed by any proposed repair/renovation should be removed in accordance with applicable federal, state and local regulatory requirements. It should be noted that personal air monitoring should be conducted when disturbing lead based paints and lead containing materials as per 29 CFR 1926.62 (OSHA).

Extreme Caution should be exercised during the repair/renovation activities, during which the above identified components may be disturbed. All necessary steps must be taken to prevent any dust, chips or debris from these materials, migrating from the repair/renovation area. Proper PPE must be worn by any worker who is involved in or working nearby the area. Caution should also be exercised in the event materials not identified in this report, known, assumed, or suspected to be lead containing or lead-based paint covered, are exposed during these activities. In the event additional suspect material is discovered during this activity, any work activity, with the potential for disturbance, should be stopped until sampling and analysis has been performed

ASTAR ABATEMENT, INC
Quality Safety Reliability

Section 5 – Photographs



ASTAR ABATEMENT, INC

Quality Safety Reliability

Field Sketch

ASTAR ABATEMENT, INC

Quality Safety Reliability

Building # / Description:

11-529

2310 KANAWHA BLVD E.

Inspector:

D. G. R. W. I. A

Date:

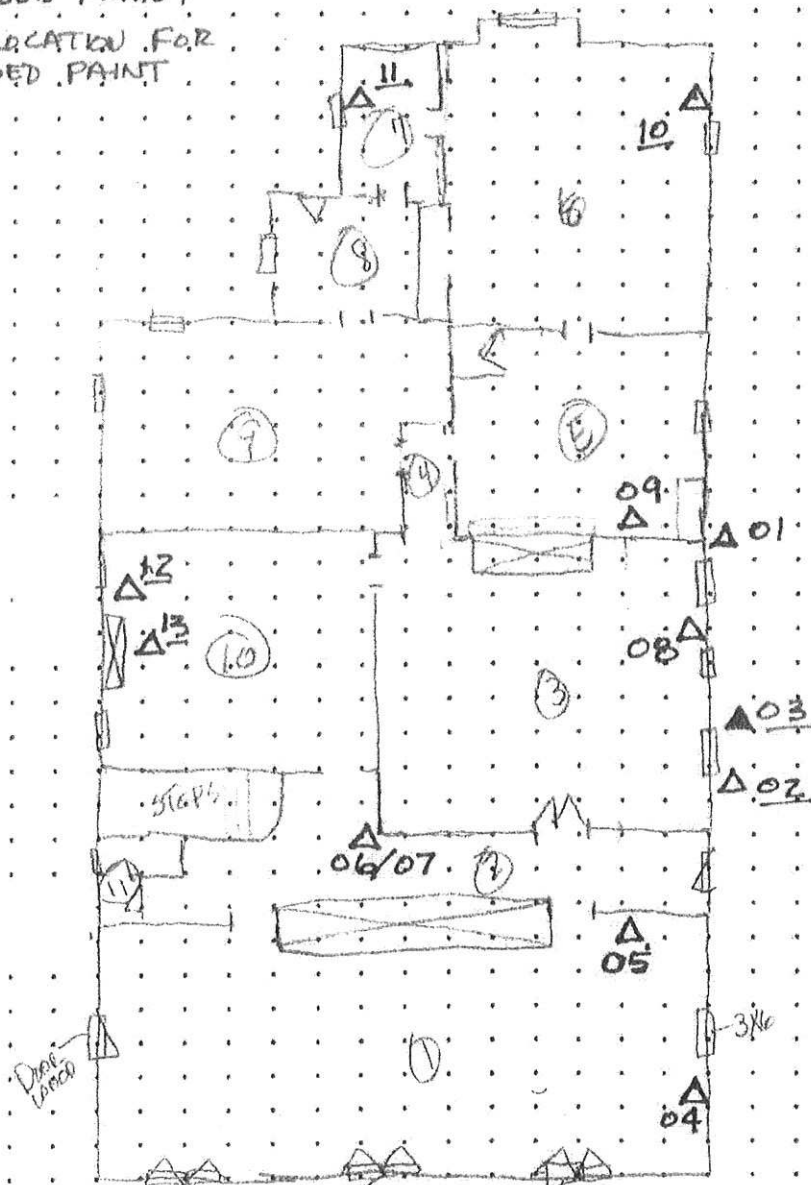
10-29-11

□ = 2

△ SAMPLE LOCATION FOR NON
LEAD-BASED PAINT

▲ SAMPLE LOCATION FOR
LEAD-BASED PAINT

DOWNSTAIRS



ASTAR ABATEMENT, INC

Quality Safety Reliability

Field Sketch

ASTAR ABATEMENT, INC

Quality Safety Reliability

Building # / Description: _____

Inspector: _____

Date: _____

1" = 2'

UPSTAIRS



▲ SAMPLE LOCATION FOR NON-LEAD-BASED PAINT

▲ SAMPLE LOCATION FOR LEAD-BASED PAINT

6" OLD DUCT
WORK
BEHIND WALLS
IN LARGE ROOM



▲ 23
FROM ATTIC
PLASTER WALL

TRAIL BEHIND CEMENT

23. ATTIC

24. BASEMENT

Astar Abatement, Inc. - Room Descriptions 529/551

Room #	1	Size	16' X 31'	FRONT ROOM										
Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern				
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern				
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern				
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern				
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	w/ POPCORN Color/Pattern			
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern			
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern			
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern			
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	w/ WALL PAPER Color/Pattern BURGUNDY BOTTOM / WP TOO TAN					
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern					
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern					
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern					
# Of Windows	1	Size	36" X 7"	Wood	Metal	Vinyl	Caulking	Glazing	Other	2-DOORS INT. WOOD WHITE				
Notes:	1- 30" X 48" (3) DBL DOORS WOOD - WHITE 1- STONE FIREPLACE / STONE													

Room #	2	Size	5' X 31'	HALL / SIDE ENTRY										
Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern CREME				
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern				
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern				
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern				
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	w/ POPCORN Color/Pattern			
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern			
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern			
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern			
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	w/ WALL PAPER Color/Pattern WAINSCOT BOTTOM					
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	w/ WALL PAPER Color/Pattern TAN / REI					
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern					
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern					
# Of Windows	Size	X	Wood	Metal	Vinyl	Caulking	Glazing	Other	1-DOOR WOOD WHITE					
Notes:	SCAILED													

Room #	3	Size	18' X 17'											
Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern				
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern				
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern				
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern				
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	w/ POPCORN Color/Pattern			
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern			
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern			
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern			
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	w/ WALL PAPER (2) DOORS					
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern					
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern					
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern					
# Of Windows	2	Size	36" X 50"	Wood	Metal	Vinyl	Caulking	Glazing	Other	w/ VINYL INSERT				
Notes:	1- 36" X 50" WOOD 1- FIREPLACE - 6" TILE 18" G.B.													

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Room #	Size	12	X	6	BATHROOM
Floor -	1 st Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other
	2 nd Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other
	3 rd Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other
	4 th Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
	2 nd Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
	3 rd Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
	4 th Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
# Of Windows	1	Size	24	X	36
Notes:	1 OLD BATHTUB - NOW SINK & COMODE				

Room #	Size	8	X	8	WASH
Floor -	1 st Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other 12'x12"
	2 nd Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other
	3 rd Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other
	4 th Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
	2 nd Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
	3 rd Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
	4 th Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
# Of Windows	1	Size	36	X	36
Notes:	1 DOOR - 30" X 66" - 2" WOOD WHITE				

Room #	Size	12	X	15	KITCHEN
Floor -	1 st Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other
	2 nd Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other
	3 rd Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other
	4 th Layer	Carpet	9x9	12x12	lino wood ceramic concrete Other
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall Plaster Wood Paneling Concrete Other
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
	2 nd Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
	3 rd Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
	4 th Layer	Paneling	Drywall	Plaster	Wood Concrete Pressboard Other
# Of Windows	2	Size	30	X	40
Notes:	WAINSCOT - BURGANDY WALL PAPER - PATTEN METAL LIGHT				

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Room # 10 Size 10 X 10

Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	VARNISH
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	TOP WALL PAPER	PATTERN
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	BROWN	GREEN
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern		
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern		
# Of Windows	2	Size	1' X	3'	Wood	Metal	Vinyl	Caulking	Glazing	Other	DBL INS.
Notes:	2-DOORS WOOD 1-FM BALANCE - 16" X 6" TILES BROWN										

Room # 11 Size 7 X 5 1/2 BATH

Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	WHITE
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	BROWN	
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern		
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern		
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern		
# Of Windows	2	Size	1' X	3'	Wood	Metal	Vinyl	Caulking	Glazing	Other	WHITE
Notes:	NEW FIXTURES										

Room # 12 Size 18 X 13 2ND FLOOR

Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	VARNISH
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern	
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	Color/Pattern
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	WAINSCOT THE BROWN	
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	TOP - LT. YELLOW	
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern		
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern		
# Of Windows	2	Size	36" X	60"	Wood	Metal	Vinyl	Caulking	Glazing	Other	(2) 36" X 60" WOOD
Notes:	1) DOOR 32" X 66" WOOD MARK 1) FIRE PLACE - SLATE										

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Room #	13	Size	9' X 16'	KITCHEN
Floor -	1 st Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other 12x12 Color/Pattern WHITE
	2 nd Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other Color/Pattern
	3 rd Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other Color/Pattern
	4 th Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other Color/Pattern
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other Color/Pattern W/POPCORN WHITE
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other Color/Pattern
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other Color/Pattern
	4 th Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other Color/Pattern
Wall -	1 st Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern
	2 nd Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern
	3 rd Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern
	4 th Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern
# Of Windows	2	Size	36" X 60"	Wood Metal Vinyl Caulking Glazing Other WHITE
Notes:	1 32" X 40" WOOD 2 DOORS WOOD			

Room #	14	Size	4' X 6'	HALL
Floor -	1 st Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other 12x12 Color/Pattern WHITE
	2 nd Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other Color/Pattern
	3 rd Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other Color/Pattern
	4 th Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other Color/Pattern
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other W/POPCORN Color/Pattern WHITE
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other Color/Pattern
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other Color/Pattern
	4 th Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other Color/Pattern
Wall -	1 st Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern LT. YELLOW
	2 nd Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern
	3 rd Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern
	4 th Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern
# Of Windows	1	Size	24" X 30"	Wood Metal Vinyl Caulking Glazing Other
Notes:	2 DOORS WOOD 1 CLOSET WOOD			

Room #	15	Size	10' X 13'	BED ROOM
Floor -	1 st Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other Color/Pattern VARNISH
	2 nd Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other Color/Pattern
	3 rd Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other Color/Pattern
	4 th Layer	Carpet	9x9	12x12 lino wood ceramic concrete Other Color/Pattern
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other W/POPCORN Color/Pattern WHITE
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other Color/Pattern
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other Color/Pattern
	4 th Layer	2x4 CT	1x1 CT	2x2 CT Drywall Plaster Wood Paneling Concrete Other Color/Pattern
Wall -	1 st Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern BOTTOM - WAINSCOTT - BEIGE
	2 nd Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern TOP - GRAY
	3 rd Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern
	4 th Layer	Paneling	Drywall Plaster	Wood Concrete Pressboard Other Color/Pattern
# Of Windows	7	Size	30" X 60"	Wood Metal Vinyl Caulking Glazing Other
Notes:	2 DOORS - WOOD 1 FIRE PLACE W/2" CERAMIC TILE BURGOND			

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Room #	16	Size	5' X 15'	WALL									
Floor -	1 st Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern	VARNISH			
	2 nd Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern				
	3 rd Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern				
	4 th Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern				
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	STUCCO	Color/Pattern	WHITE
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	BOTTOM - LT. GRAY			
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	WALL PAPER			
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern				
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern				
# Of Windows	Size	X	Wood	Metal	Vinyl	Caulking	Glazing	Other	Color/Pattern				
Notes:	5) DOOR - WOOD												

Room #	17	Size	14' X 20'	BED ROOM									
Floor -	1 st Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern	VARNISH			
	2 nd Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern				
	3 rd Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern				
	4 th Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern				
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	STUCCO	Color/Pattern	WHITE
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	WALL PAPER			
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	BOTTOM GRAY & GREEN			
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern				
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	1 - CLOSET			
# Of Windows	Size	30" X 48"	Wood	Metal	Vinyl	Caulking	Glazing	Other	Color/Pattern				
Notes:	1) FIREPLACE W/ 2" X 6" CERAMIC TILES - WHITE												

Room #	18	Size	13' X 17'	BED ROOM									
Floor -	1 st Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern	VARNISH			
	2 nd Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern				
	3 rd Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern				
	4 th Layer	Carpet	9x9	12x12 lino	wood	ceramic	concrete	Other	Color/Pattern				
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	STUCCO	Color/Pattern	WHITE
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	BOTTOM			
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	BUDGETARY			
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	GRAY			
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern				
# Of Windows	Size	36" X 60"	Wood	Metal	Vinyl	Caulking	Glazing	Other	Color/Pattern				
Notes:	3) DOOR - WOOD 1) - FIRE PLACE W/ 2" X 6" CERAMIC TILES - LT. GRAY												

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Astar Abatement, Inc. - Room Descriptions 529/551

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Room # 19 Size 3' x 7' CLOSET

Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
# Of Windows	Size	X	Wood	Metal	Vinyl	Caulking	Glazing	Other		

Notes: 1 Down

Room # 20 Size 3' x 5' HALL

Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
# Of Windows	Size	X	Wood	Metal	Vinyl	Caulking	Glazing	Other		

Notes: OLD CLOSET

Room # 21 Size 12' x 7' BATHROOM

Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other	Color/Pattern
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other	Color/Pattern	
# Of Windows	Size	X	Wood	Metal	Vinyl	Caulking	Glazing	Other		

Notes: OLD BATH TUB NEW SINK COMMODORE

Astar Abatement, Inc. - Room Descriptions

Room #	22	Size	10 X 22	HALL STAIRS									
Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern	VARNISH	
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern		
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern		
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern		
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other	POPCORN	Color/Pattern	WHITE
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
# Of Windows	2	Size	24" X 48"	Wood	Metal	Vinyl	Caulking	Glazing	Other				
Notes:	4 WOOD DOORS 1-CLOSET (GREEN) LT.												

Room #	23	Size	X	ATTIC									
Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern	VARNISH	
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern		
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern		
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern		
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	LT. GREEN POOR
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
# Of Windows	6	Size	X	Wood	Metal	Vinyl	Caulking	Glazing	Other				
Notes:	4 ROUND 24" RADIUS 2 - 2' X 3' WOOD WHITE												

Room #	24	Size	X	BASEMENT									
Floor -	1 st Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern	GRAY PAINT	
	2 nd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern		
	3 rd Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern		
	4 th Layer	Carpet	9x9	12x12	lino	wood	ceramic	concrete	Other		Color/Pattern		
Ceiling -	1 st Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	UN FINISHED
	2 nd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	3 rd Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
	4 th Layer	2x4 CT	1x1 CT	2x2 CT	Drywall	Plaster	Wood	Paneling	Concrete	Other		Color/Pattern	
Wall -	1 st Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
	2 nd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
	3 rd Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
	4 th Layer	Paneling	Drywall	Plaster	Wood	Concrete	Pressboard	Other		Color/Pattern			
# Of Windows	0	Size	24 X 16	Wood	Metal	Vinyl	Caulking	Glazing	Other				
Notes:													

ASTAR ABATEMENT, INC
Quality Safety Reliability



Appendix 1

Paint Chip Sampling Results

ASTAR ABATEMENT, INC

Quality Safety Reliability



EMSL Analytical, Inc.

3 Cooper St., Westmont, NJ 08108

Phone: (856) 858-4800 Fax: (856) 858-9551 Email: westmontleadlab@emsl.com

Attn: **Robert A. Gerwig**
Astar Abatement, Inc.
PO Box 13533
Sissonville, WV 25360-3533

Fax: (304) 984-4031

Phone: (304) 984-4030

Project: 11-551

Customer ID: ASTA50

Customer PO:

Received: 10/25/11 10:43 AM

EMSL Order: 201112921

EMSL Proj:

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

Client Sample Description	Lab ID	Collected	Analyzed	Lead Concentration
551-01	0001	10/24/2011	10/26/2011	0.012 % wt
Site: Ext (D) Stucco Wall-Gray (F)				
0.0032 mg/cm2				
551-02	0002	10/24/2011	10/26/2011	<0.010 % wt
Site: Ext (D) Window Seal Concrete				
<0.0034 mg/cm2				
551-03	0003	10/24/2011	10/26/2011	12 % wt
Site: Ext (D) Window Casing Wood (White)				
7.9 mg/cm2				
551-04	0004	10/24/2011	10/26/2011	<0.010 % wt
Site: Room 1 Wall (D) Upper W/P (Tan)				
<0.0016 mg/cm2				
551-05	0005	10/24/2011	10/26/2011	<0.011 % wt
Site: Room 1 Wall (C) Lower Paint Burg.				
<0.0016 mg/cm2				
551-06	0006	10/24/2011	10/26/2011	<0.010 % wt
Site: Room 2 Wall (C) W/P Flower Pat.				
<0.0038 mg/cm2				
551-07	0007	10/24/2011	10/26/2011	<0.089 % wt
Site: Room 2 (Wall D) Lower Paint Beige				
<0.0016 mg/cm2				
551-08	0008	10/24/2011	10/26/2011	<0.010 % wt
Site: Room 3 (Wall D) W/P Flower Pat.				
<0.0028 mg/cm2				
551-09	0009	10/24/2011	10/26/2011	<0.010 % wt
Site: Room 5 (Wall A) Green Paint				
<0.0030 mg/cm2				

Initial report from 10/26/2011 16:27:52

Julie Smith - Laboratory Director
 NJ-NELAP Accredited: 04653
 or other approved signatory

Reporting limit is 0.01 % wt. The QC data associated with these sample results included in this report meet the method quality control requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities.

* slight modifications to methods applied. Samples received in good condition unless otherwise noted. Quality Control Data associated with this sample set is within acceptable limits, unless otherwise noted.

Samples analyzed by EMSL Analytical, Inc. Westmont, NJ NELAP Certifications: NJ 04653, NY 10896, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01

ASTAR ABATEMENT, INC

Quality Safety Reliability



EMSL Analytical, Inc.

3 Cooper St., Westmont, NJ 08108

Phone: (856) 858-4800 Fax: (856) 858-9551 Email: westmontlab@emsl.com

Attn: **Robert A. Gerwig**
Astar Abatement, Inc.
PO Box 13533
Sissonville, WV 25360-3533

Fax: (304) 984-4031

Phone: (304) 984-4030

Project 11-551

Customer ID: ASTA50

Customer PO:

Received: 10/25/11 10:43 AM

EMSL Order: 201112921

EMSL Proj:

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

Client Sample Description	Lab ID	Collected	Analyzed	Lead Concentration
551-10 Site: Room 6 (Wall D) Yellow Paint <0.0038 mg/cm2	0010	10/24/2011	10/26/2011	<0.010 % wt
551-11 Site: Room 7 (Wall B) Window Seal (White) 0.0030 mg/cm2	0011	10/24/2011	10/26/2011	0.020 % wt
551-12 Site: Room 10 (Wall B) Green W/P <0.011 mg/cm2	0012	10/24/2011	10/26/2011	<0.010 % wt
551-13 Site: Room 10 (Wall B) Ivy W/P (White/Green) <0.0060 mg/cm2	0013	10/24/2011	10/26/2011	<0.010 % wt
551-14 Site: Room 22 (Wall B) Window Casing (White) 8.1 mg/cm2	0014	10/24/2011	10/26/2011	16 % wt
551-15 Site: Room 12 (Wall B) Yellow Paint 0.0093 mg/cm2	0015	10/24/2011	10/26/2011	0.014 % wt
551-16 Site: Room 13 (Wall A) Yellow Paint 0.11 mg/cm2	0016	10/24/2011	10/26/2011	0.063 % wt
551-17 Site: Room 15 (Wall B) Green Paint <0.015 mg/cm2	0017	10/24/2011	10/26/2011	<0.010 % wt
551-18 Site: Room 17 (Wall D) Gray Paint <0.0029 mg/cm2	0018	10/24/2011	10/26/2011	<0.010 % wt

Initial report from 10/26/2011 16:27:52

Julie Smith - Laboratory Director
 NJ-NELAP Accredited:04653
 or other approved signatory

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Phone: (304) 984-4030

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Customer ID: ASTA50

Customer PO:

Received: 10/25/11 10:43 AM

EMSL Order: 201112921

EMSL Proj:

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B*/7000B)

Client Sample Description	Lab ID	Collected	Analyzed	Lead Concentration
551-19	0019	10/24/2011	10/26/2011	<0.010 % wt
Site: Room 17 (Wall D) Green Paint <0.0067 mg/cm2				
551-20	0020	10/24/2011	10/26/2011	<0.010 % wt
Site: Room 18 (Wall C) Gray Paint <0.0055 mg/cm2				
551-21	0021	10/24/2011	10/26/2011	0.14 % wt
Site: Room 22 (Wall D) Green Paint 0.016 mg/cm2				
551-22	0022	10/24/2011	10/26/2011	0.049 % wt
Site: Room 23 (Wall A) Green Paint 0.0093 mg/cm2				

Initial report from 10/26/2011 16:27:52

Julie Smith - Laboratory Director
 NJ-NELAP Accredited:04653
 or other approved signatory

Reporting limit is 0.01 % wt. The QC data associated with these sample results included in this report meet the method quality control requirements, unless specifically indicated otherwise. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities.

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Samples analyzed by EMSL Analytical, Inc. Westmont, NJ NELAP Certifications: NJ 04653, NY 10896, PA 68-00367, AIHA-LAP, LLC ELLAP 100194, A2LA 2845.01

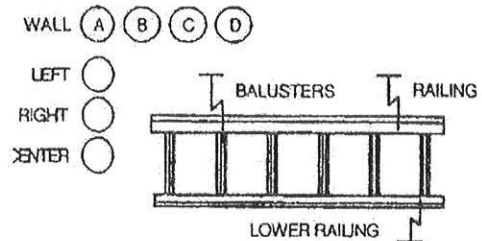
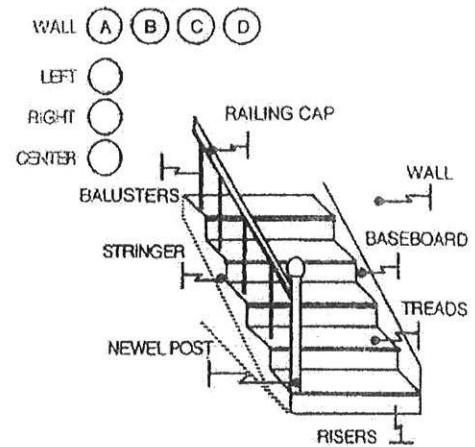
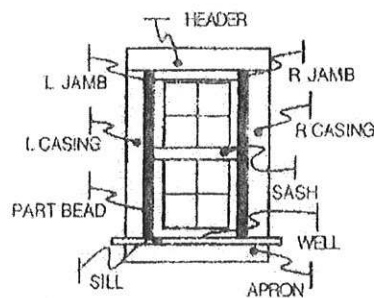
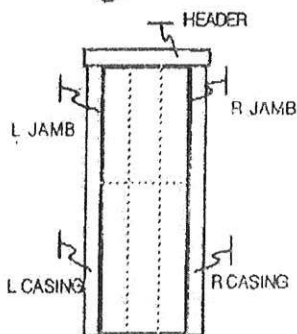
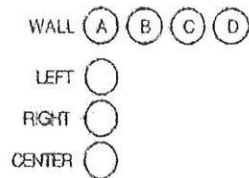
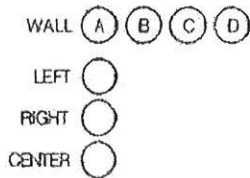
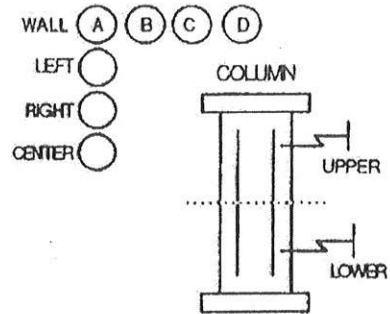
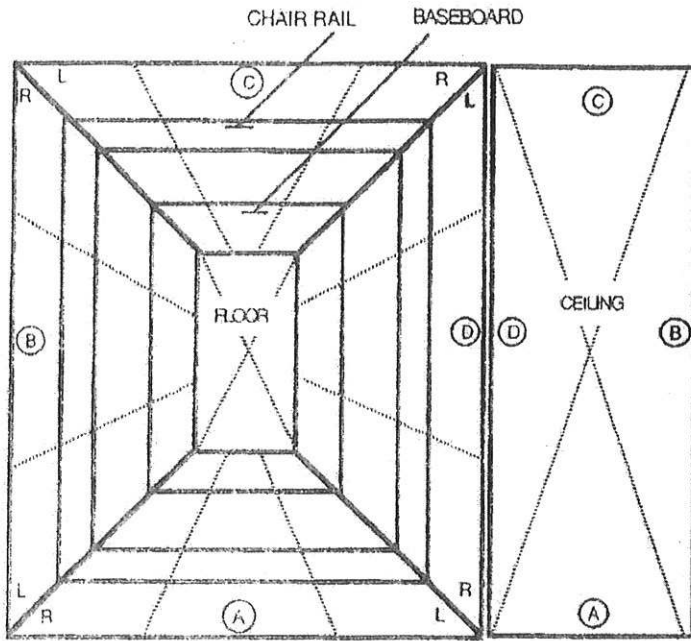


Appendix 2

Example Room & Component Diagrams

ASTAR ABATEMENT, INC

Quality Safety Reliability






Appendix 3

License / Certification

ASTAR ABATEMENT, INC
Quality Safety Reliability

	WEST VIRGINIA
	Lead Program
	Robert A. Gerwig
	IS LICENSED AS AN LEAD INSPECTOR
License # [REDACTED]	
Issued: 9/21/2011	
Expires: 9/30/2012	
	<u>Randy C. Curtis</u> Dir., WV RTIA DIV



WV-American Water Company

APPLICATION FOR PRIVATE FIRE SERVICE

NAME OF APPLICANT: _____

MAILING ADDRESS: _____

SERVICE ADDRESS: _____

AGREEMENTS TO BE SENT TO: _____

PHONE: _____ DATE SERVICE REQUESTED: _____

SPRINKLER COMPANY: _____ PHONE: _____

1. THE BUILDING TO BE SERVICED BY THIS FIRE SERVICE WILL BE USED AS: _____

2. THERE WILL BE _____ SQUARE FEET SPRINKLED.

3. THERE WILL BE _____ HYDRANTS IN OR SURROUNDING THE BUILDING.

4. FIRE PUMP DATA: _____ RATED GPM AT _____ TOTAL HEAD.

5. THE MAXIMUM HEIGHT OF THE SPRINKLER HEADS ABOVE GROUND LEVEL
WILL BE _____ FEET

6. FIRE FLOW REQUIREMENTS*: _____ GPM AT _____ PSI RESIDUAL
PRESSURE AT THE VAULT OR SERVICE CONNECTION TO WATER CO. MAIN
AS REQUIRED BY _____.

7. FIRE SERVICE SIZE: _____ INCH 8. SIZE OF EXISTING WATER MAIN: _____

9. TYPE OF FLOW DETECTION/BACKFLOW PREVENTION DEVICE TO BE
INSTALLED.

CHECK ONE: DETECTOR CHECKW/ALARM CHECK _____
DOUBLE DETECTOR CHECK _____
REDUCE PRESSURE ZONE _____

BY: _____ DATE: _____

10. NAME/TITLE PERSON TO SIGN AGREEMENTS _____

*BASED ON FLOW TEST DATA AS FOLLOWS:

DATE OF TEST	_____	
STATIC PRESSURE	_____	PSI
RESIDUAL PRESSURE	_____	PSI
FLOW	_____	GPM

Signatory Name & Title (Name and Title of Person to sign Fire Service Agreement:

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: PHB00031

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Danhill Const. Co
 Company
Robert D. Hill
 Authorized Signature
Apr 16, 2013
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

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
Renovations to the WV Board of Pharmacy Building at 2310 Kanawha Blvd, Charleston, WV

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
16th day of April, 20 13.

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

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

WV

Robert Bird

Gauley Bridge

Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy

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 I. 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 _____ 27th _____ day of _____ April _____, A.D., 2011.

State of New Jersey

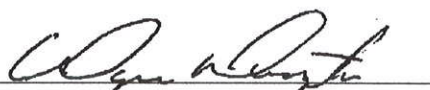
County of Bergen

SS.:



COLONIAL SURETY COMPANY

By


Wayne Nunziata, President

On this _____ 27th _____ day of _____ April _____, in the year 2011, before me

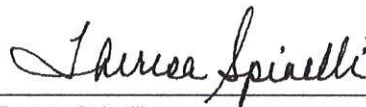
Theresa Spinelli

Wayne Nunziata

executed the within instrument as _____ President _____, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2015



Theresa Spinelli

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 _____ 16th _____ day of _____ April _____, 20 13 _____.

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.



Audie B. Murphy, Secretary

State of WV

County of Fayette

AND NOW, this 16th day of April, in the calendar year of 2013, 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 WV
My Commission Expires on 3/28/2015

Notary Public in and for the

County of Fayette
State of WV

Jessica VanMeter
NOTARY PUBLIC



COLONIAL SURETY COMPANY
Duncannon, Pennsylvania
- Inc 1930 --

FINANCIAL STATEMENT—DECEMBER 31, 2011

ASSETS		LIABILITIES & SURPLUS	
*Stocks and Bonds	\$ 35,267,941	Reserve for Unearned Premiums.	\$ 5,891,892
Cash in Office & Banks	2,090,802	Claim Reserves	12,160,194
Accrued Interest & Dividends	299,345	Other Liabilities	1,935,646
Premiums & Agents Balances Receivable	116,962	Collateral Held	1,599,654
Other Assets	6,239,836	Capital Stock	3,000,000
.....		Surplus	19,427,500
Total Admitted Assets	44,014,886	Total Liabilities & Surplus	44,014,886

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

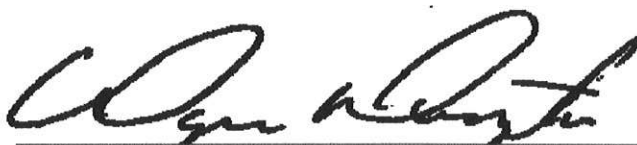
STATE OF NEW JERSEY
COUNTY OF BERGEN

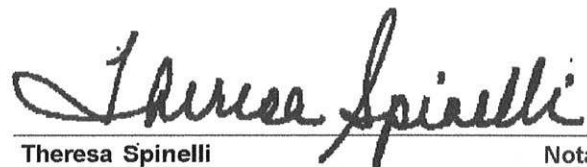
ss.:

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, 2011.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 30th day of April, 2012.




Wayne Nunziata President


Theresa Spinelli Notary Public

Theresa Spinelli
A Notary Public of New Jersey
My Commission Expires September 9, 2015

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001196

Classification:

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

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

Date Issued

AUGUST 06, 2012

Expiration Date

AUGUST 06, 2013

Robert D. Hill

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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



DANCO02

OP ID: BO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2012

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

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

PRODUCER
Jim Lively Insurance
PO Box 1633
531 Jones Ave.
Oak Hill, WV 25901

Phone: 304-465-5685
Fax: 304-465-1490

CONTACT NAME:

PHONE

(A/C, No, Ext):

E-MAIL

ADDRESS:

FAX

(A/C, No):

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: BrickStreet Mutual Ins.

12372

SC

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Danhill Construction Co.
PO Box 685
Gauley Bridge, WV 25085

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY					EACH OCCURRENCE \$
COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPROP AGG \$
POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					\$ 10
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
ANY AUTO					BODILY INJURY (Per person) \$
ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
SCHEDULED AUTOS					\$ ALL THE POLICIES
NON-OWNED AUTOS					
UMBRELLA LIAB					EACH OCCURRENCE \$
EXCESS LIAB					AGGREGATE \$
DED <input type="checkbox"/> RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					X WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	WCB1008781	09/20/2012	09/20/2013	E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

SELF000

CERTIFICATE FOR INSURED'S
RECORDS
WV

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DANCO02

OP ID: BO

DATE (MM/DD/YYYY)

11/27/2012

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

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PRODUCER
Jim Lively Insurance
PO Box 1633
531 Jones Ave.
Oak Hill, WV 25901

Phone: 304-466-6685

Fax: 304-466-1490

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Essex Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Danhill Construction Co.
PO Box 685
Gauley Bridge, WV 25085

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

TYPE OF INSURANCE	ADDL SUBR INSR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY					EACH OCCURRENCE \$
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
					GENERAL AGGREGATE \$
					PRODUCTS - COMP/OP AGG \$
GEN'L AGGREGATE LIMIT APPLIES PER:					\$
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					
AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
					\$
UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU- TORY LIMITS <input checked="" type="checkbox"/> OTH- ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	3DL2886 BROAD FORM	09/20/2012	09/20/2013	E.L. EACH ACCIDENT \$ 1,000,000
					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
					E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

SELF000

CERTIFICATE FOR INSURED'S
RECORDS
WV

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DANCO02

OP ID: BO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/10/12

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

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

PRODUCER Jim Lively Insurance PO Box 1633 531 Jones Ave. Oak Hill, WV 25901	304-465-5685 304-465-1490	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: State Auto Group	
		NAIC # 25135	
INSURED Danhill Construction Co. PO Box 685 Gauley Bridge, WV 25085		INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PBP2567918 02	07/01/12	07/01/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> EPLI						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

SELF000

CERTIFICATE FOR INSURED'S
RECORDS
WV**CANCELLATION**

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AUTHORIZED REPRESENTATIVE

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