



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

# Solicitation

NUMBER
DCH14000

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
EVELYN MELTON 304-558-2306

VENDOR

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

SHIP TO

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

DATE PRINTED
12/20/2013

BID OPENING DATE: 01/30/2014      BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY TO ESTABLISH A CONTRACT TO PROVIDE CONSTRUCTION SERVICES FOR THE ENHANCEMENT OF THE WATERPROOFING SYSTEM OF THE CULTURE CENTER LOCATED AT THE CAPITOL COMPLEX, 1900 KANAWHA BOULEVARD EAST, CHARLESTON, WV PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.</p> <p>PLANS AND PROJECT MANUAL MAY BE OBTAINED BY CONTACTING THE ENGINEER FOR THE PROJECT BELOW:</p> <p style="text-align: center;">CTL ENGINEERING, INC.            510 C STREET            SOUTH CHARLESTON, WV 25303            PH: 304-746-1140</p> <p>COST FOR PROJECT DOCUMENTS IS \$30.00 PER SET, PLUS ANY SHIPPING AND HANDLING FEES. FEES ARE NON-REFUNDABLE.</p> <p>MANDATORY PRE-BID MEETING: 01/08/2014 @ 10:00 A.M.</p> <p>LOCATION: WV CULTURE CENTER - GREEN ROOM @ LOWER LEVEL            1900 KANAWHA BOULEVARD, EAST            CHARLESTON, WV 25305</p> <p style="text-align: center;">04/08/14 11:01:52AM            West Virginia Purchasing Division</p> <p style="text-align: right; font-size: 2em; font-family: cursive;">See Attached Bid Form</p>						

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 3-18-2014
TITLE <i>Resident</i>	FEIN 55 0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-94		
WATERPROOFING SYSTEM ENHANCEMENT						
INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION AND ANYTHING INCIDENTAL.						
***** THIS IS THE END OF RFQ DCH14000 ***** TOTAL:						
<i>See Attached Bid Form</i>						

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 3-18-2014
TITLE <i>President</i>	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:

The Culture Center - Green Room, Lower Level  
1900 Kanawha Boulevard. E  
Charleston, WV 25305

January 8, 2014 - 10:00 A.M.

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: January 10, 2014 - end of business

Submit Questions to: Evelyn P. Melton

2019 Washington Street, East  
Charleston, WV 25305

Fax: 304-558-4115

Email: [evelyn.p.melton@wv.gov](mailto:evelyn.p.melton@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  
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 \_\_\_\_\_ 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: January 30, 2014 - Thursday @ 1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 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.

**Release Order Limitations:** In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ 90 working \_\_\_\_\_ days.

*180 per Addendum*

**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 of 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 and shall list the state as a certificate holder:

**Commercial General Liability Insurance:**

\$ 1,000,000.00 minimum  or more.

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

General Property Damage: \$ 1,000,000.00 minimum

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.

- West Virginia Contractor's License      WV 601196
- 
- 
- 

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  
\$ 500.00/per day for failure to achieve substantial schedule

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. [RESERVED]**

**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](mailto: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 heath, 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: Denhill Construction Company

Contractor's License No. WV001196

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 AFFIDAVIT:** 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.

**2.1 DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **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.
5. **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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. **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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. **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.
  - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit 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.
6. **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.

REQUEST FOR QUOTATION  
DCH14000

**Construction Services: Culture Center, Enhancement of Waterproofing System**

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**SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Culture and History to establish a contract to provide Construction Services for the Enhancement of the waterproofing system of the Culture Center located at the Capitol Complex, 1900 Kanawha Boulevard East, Charleston, West Virginia.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means Construction Services performed per the Plans and Project Manual attached; to include labor, materials, transportation and anything incidental.
  - 2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit B/Contractor’s Bid Form and EXHIBIT C/ (Add/Deduct) Alternate 1.
  - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as **DCH14000**.
  - 2.4 **“LF”** means linear foot.
  - 2.5 **“SQ”** means square foot.
  - 2.6 **“LS”** means lump sum.
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 Construction Services must be performed per the Plans and Project Manual attached; to include labor, materials, equipment, transportation and anything incidental to complete the contract.

REQUEST FOR QUOTATION  
DCH14000

**Construction Services: Culture Center, Enhancement of Waterproofing System**

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**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall grand total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by completing and signing EXHIBIT "A" BID FORM, EXHIBIT "B" Contractor's Bid Form, and EXHIBIT "C" ADD/DEDUCT Alternate #1 Bid Form: 00 4100- I thru 00 4100 - 5. Vendor should complete the Pricing Page in full, by providing the Unit Pricing; and the amount. Grand Total should amount to the Total of the Base Bid plus the Add/Deduct Alternate. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

**5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

**7. PAYMENT:** Agency shall pay flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**8. TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

REQUEST FOR QUOTATION  
DCH14000

**Construction Services: Culture Center, Enhancement of Waterproofing System**

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**9. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Cancellation of the Contract.

10.2.2. Cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.



REQUEST FOR QUOTATION  
DCH14000

Construction Services: Culture Center, Enhancement of Waterproofing System

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11. MISCELLANEOUS:

11.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Robert D. Hill  
Telephone Number: 304-632-1600  
Fax Number: 304-632-1501  
Email Address: Rdanhill@hotmail.com

**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.

Danhill Construction Company  
(Company)

Robert D. Hill  
(Authorized Signature)

Robert D. Hill, President  
(Representative Name, Title)

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

3-18-2014  
(Date)

**SUB-CONTRACTORS LIST:**

Company Name	Address	Contact Person/Tel. #
<del>Harris Brothers</del>	<del>1533 Hansford St. Charleston, W.V. 25311</del>	<del>304-343-5506</del>
NONE		



**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**.

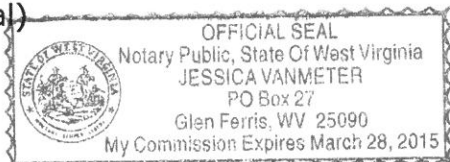
The above statements are sworn to under the penalty of perjury.

By: Robert D. Hill  
 Title: President  
 Company Name: Danhill Construction Company  
 Date: 4-8-2014

Taken, subscribed and sworn to before me this 8 day of April, 2014.

By Commission expires 3/28/2015

(Seal)



Jessica VanMeter  
(Notary Public)

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



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

**Solicitation**

NUMBER
DCH14000

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
EVELYN MELTON 304-558-2306

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

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

DATE PRINTED
01/13/2014

BID OPENING DATE: 02/18/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		<i>Add. 1</i> 968-94		
WATERPROOFING SYSTEM ENHANCEMENT						
INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION AND ANYTHING INCIDENTAL.						
***** THIS IS THE END OF RFQ DCH14000 ***** TOTAL:						<u>204,951.00</u>

SIGNATURE <i>Robert D. Hill</i>		TELEPHONE	DATE
TITLE <i>Pres</i>	FEIN	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
DCH14000

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
EVELYN MELTON 304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

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

DATE PRINTED:
02/06/2014

BID OPENING DATE: 02/18/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		<i>Add.2</i> 968-94		
WATERPROOFING SYSTEM ENHANCEMENT						
INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION AND ANYTHING INCIDENTAL.						
***** THIS IS THE END OF RFQ DCH14000 ***** TOTAL:						<u>204,951<sup>00</sup></u>

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE		DATE	
TITLE	<i>Pres</i>	FERN		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
DCH14000

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
EVELYN MELTON 304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

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

DATE PRINTED
02/14/2014

BID OPENING DATE: 03/04/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
ADDENDUM ISSUED:						
1. TO MOVE THE BID OPENING DATE;						
FROM: FEBRUARY 18, 2014 @ 1:30 P.M.						
TO: MARCH 4, 2014 @ 1:30 P.M.						
2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 3						
0001	1	LS		968-94		
WATERPROOFING SYSTEM ENHANCEMENT						
INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION AND ANYTHING INCIDENTAL.						
***** THIS IS THE END OF RFQ DCH14000 *****						TOTAL: \$1204,951.00

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE	DATE
TITLE <i>Pres</i>	FEIN	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
DCH14000

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
EVELYN MELTON
304-558-2306

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

DIVISION OF CULTURE & HISTORY

CULTURAL CENTER  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0300 558-0220

DATE PRINTED
03/04/2014

BID OPENING DATE: 03/18/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				ADDENDUM ISSUED:		
				1. TO MOVE THE BID OPENING DATE;		
				FROM: MARCH 4, 2014 @ 1:30 P.M.		
				TO: MARCH 18, 2014 @ 1:30 P.M.		
				2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT		
				SHOULD BE SIGNED AND RETURNED WITH YOUR BID.		
				FAILURE TO SIGN AND RETURN MAY RESULT IN THE		
				DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 4		
0001	1	LS		968-94		
				WATERPROOFING SYSTEM ENHANCEMENT		
				INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION		
				AND ANYTHING INCIDENTAL.		
				***** THIS IS THE END OF RFQ		
				DCH14000 ***** TOTAL:		204,951 <sup>00</sup>

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE	304-632-1600	DATE	4-8-2014
TITLE	Pres	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
DCH14000

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
EVELYN MELTON
304-558-7023

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

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

DATE PRINTED
03/18/2014

BID OPENING DATE:

04/01/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 5		
				ADDENDUM ISSUED:		
				1. TO MOVE THE BID OPENING DATE; FROM: MARCH 18, 2014 @ 1:30 P.M. TO: APRIL 1, 2014 @ 1:30 P.M.		
				2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO RETURN AND SIGN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 5		
0001	1	LS		968-94		204,951 <sup>00</sup>
				WATERPROOFING SYSTEM ENHANCEMENT		
				INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION AND ANYTHING INCIDENTAL.		

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE	304-632-7600	DATE	4-8-2014
TITLE	<i>Pres</i>	FEIN	55-0648951	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
DCH14000

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
EVELYN MELTON
304-558-7023

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

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

DATE PRINTED
03/25/2014

BID OPENING DATE: 04/08/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 6		
				ADDENDUM ISSUED:		
				1. TO CLARIFY THAT THE SCOPE OF WORK INCLUDES THE INTERIOR AREA OF THE BUILDING ONLY.		
				2. TO ISSUE A CORRECTED PROJECT MANUAL AND DRAWINGS. CONTACT CTL ENGINEERING: PH# 304-746-1140.		
				3. TO PROVIDE A COPY OF THE CORRECTED BID FORMS. PLEASE SEE ATTACHED EXHIBIT A AND EXHIBIT B.		
				4. TO MOVE THE BID OPENING DATE: FROM: APRIL 1, 2014 @ 1:30 P.M. TO: APRIL 8, 2014 @ 1:30 P.M.		
				5. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 6		

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE	304-632-1600	DATE	4-8-2014
TITLE	<i>Pres.</i>	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
DCH14000

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
EVELYN MELTON 304-558-7023

RFQ COPY

TYPE NAME/ADDRESS HERE

V  
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Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

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

DATE PRINTED
03/25/2014

BID OPENING DATE: 04/08/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-94		
WATERPROOFING SYSTEM ENHANCEMENT						
INCLUDING LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION AND ANYTHING INCIDENTAL.						
***** THIS IS THE END OF RFQ DCH14000 *****						TOTAL: # 204,951 <sup>00</sup>

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE	304-632-1600	DATE	4-8-2014
TITLE	<i>Pres</i>	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**SOLICITATION NUMBER: DCH14000**  
**Addendum Number: 6**

---

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:**

1. To clarify scope of work.
2. To move the bid opening date from: April 1, 2014  
to: April 8, 2014. Bid opening time at 1: 30 P.M. remains the same.
3. To provide corrected project manual and drawings. (Please contact CTL Engineering for a copy @ 304-746-1140)
4. To provide bid forms exhibits A & B.
5. To provide Addendum Acknowledgment.

**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.

"Exhibit A"  
BID FORM

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

A. Owner

Randall Reid-Smith, Commissioner  
West Virginia Division of Culture and History  
The Culture Center State Capitol  
Complex 1900 Kanawha Blvd, East  
Charleston, WV 25305-0300

**1.02 FOR:**

Culture Center  
State Project Number DCH14000  
Enhancement of Waterproofing System

**1.03 Date:** 4-8-2014

**1.04 SUBMITTED BY:**

- A. Bidder's Full Name Danhill Construction Company
1. Address: P.O Box 685
2. City, State, Zip: Gauley Bridge, WV 25085

**1.05 OFFER:**

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by CTL Engineering, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

B. BASE BID: Two hundred four thousand nine hundred fifty one Dollars  
(\$: 204,951<sup>00</sup>), in lawful money of the United States of America.

C. We have included the required security deposit as required by the **INSTRUCTIONS TO BIDDERS**.

1. Bid Bond is Included.
2. Bid includes the following:
  - a. Labor and Material Bond
  - b. Maintenance Bond
  - c. Performance Bond

**1.06 ACCEPTANCE:**

- A. This offer shall be open to acceptance and is irrevocable for 90 days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement with in seven (7) days of receipt of Notice to Award
- C. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

"Exhibit A"  
BID FORM

**1.07 CONTRACT TIME**

- A. If this Bid is accepted, we will:  
 B. Complete the Work in 120 calendar weeks for Notice to Proceed.

**1.08 LIQUIDATED DAMAGES**

- A. The Contractor agrees to pay Liquidated Damages of \$ 500<sup>00</sup> for every calendar day the project extends beyond the schedule noted in the Bid Form.

**1.09 CHANGES TO THE WORK**

- A. See Section 00 7300 Supplementary Conditions, Article 7.3
- B. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 15 percent overhead and profit on the net cost of our own Work.
  2. 15 percent on the cost of work done by any Subcontractor.
- C. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus 5% of the overhead and profit percentage noted above.

**1.10 ADDENDA**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

1. Addendum#	<u>1</u>	Dated	<u>1-13-2014</u>
2. Addendum#	<u>2</u>	Dated	<u>2-6-2014</u>
3. Addendum#	<u>3</u>	Dated	<u>2-14-2014</u>
4. Addendum#	<u>4</u>	Dated	<u>3-4-2014</u>
5. Addendum#	<u>5</u>	Dated	<u>3-18-2014</u>
	<u>6</u>		<u>3-25-2014</u>

**1.11 LICENSE**

- A. West Virginia Code 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Division of Labor, Building 6, Room B749, State Capital Complex, Charleston, West Virginia, 25305. Telephone: (304) 348-7890. West Virginia Code 21-11-11 requires any prospective Bidder to include the contractor's license number on their Bid. The successful Bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

“Exhibit A”  
BID FORM

1.12 BID FORM SIGNATURES

A. The Corporate Seal of

B. Danhill Construction Company

C. (Bidder- print the full name of your firm)

D. was hereunto affixed in the presence of:

E. Robert D. Hill, President

F. (Authorized signing officer, Title)

G. (Seal)

H. Robert D. Hill, Pres

I. (Authorized signing officer, Title)

1.13 If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate for or forms as above.

1.14 Attached – Contractors Bid Form





**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DCH14000**

**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 checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7            |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8            |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9            |
| <input checked="" 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 8, 2014  
Date

NOTE: This addendum acknowledgment 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
DCH13057

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD
304-558-2157

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

*Previous Documents*

SHIP TO

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

DATE PRINTED
03/27/2013

BID OPENING DATE: 04/18/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1.				TO MOVE THE VENDOR QUESTION DEADLINE FROM: MARCH 28, 2013; TO: APRIL 2, 2013.		
2.				TO PROVIDE EXHIBIT A, B & C BID FORMS. THESE FORMS ARE ALSO LOCATED IN THE PROJECT MANUAL.		
3.				TO PROVIDE THE MANDATORY PRE-BID SIGN IN SHEETS.		
4.				TO PROVIDE THE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
END OF ADDENDUM NO. 1						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		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
DCH13057

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

*Previous Documents*

SHIP TO

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

DATE PRINTED
04/04/2013

BID OPENING DATE: 04/18/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
1.				TO PROVIDE ANSWERS TO QUESTIONS RECEIVED FOR THIS SOLICITATION.		
2.				TO PROVIDE REVISED "EXHIBIT B" - CONTRACTOR'S BID FORM.		
3.				TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.		
				END OF ADDENDUM NO. 2		

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: DCH13057

Addendum Number: 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:**

1. To provide answers to questions received for this solicitation.
2. To provide revised "Exhibit B"-Contractor's Bid Form
3. To provide addendum acknowledgment.

**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

Questions & Answers  
DCH13057  
Division of Culture & History  
Waterproofing Enhancement

0004

Questions:

Q. Will the Owner provide enough space for the dust protection needed to perform the saw-cutting and concrete removal at both ends of the building as indicated on the drawings?  
The antiques and shelving will need to be moved back at least one foot beyond the drywall bulk-head at the North leak Location.  
The shelving and film will need to be moved back at least 6-7 feet from the interior of the exterior wall on the South Leak Location in order to build a dust barrier from finish floor to concrete ceiling.

A. Yes, the owner will move the furniture and equipment to allow the contractor to perform the required work.

Q. Will the Owner provide a staging area in front of the North Leak Location, by allowing the Contractor at least 8 parking spots for staging of materials such as gravel, etc?

A. The owner will provide a staging area in the north parking lot adjacent to the building.

Q. Will the Owner remove the office furniture at the South Leak Location?

A. The owner will remove the office furniture at the South Leak Location.

Q. Will the Owner be removing the carpet and vinyl at the South Leak Location?

A. No, the contractor should include in their price the cost to remove the carpet and vinyl tile to perform the construction work.

Q. Has the tile and adhesives for bonding the tile been inspected for Asbestos?

A. No, the tile has not been tested for asbestos.

Q. Who is responsible for removing the vinyl and adhesives if the tile or adhesives is found to obtain asbestos?

A. If the tile is found to obtain asbestos the owner will have it removed or contract with the Contractor through a change order.

Q. Line Item # 10 indicates 400 square feet of carpet. I believe the State of West Virginia has a contract with a Contractor to install flooring. The quantities identified are not enough to cover the actual square footage's needed to renovate the floor area.  
Will this line item remain in the bid form?

A. The Cultural Center will replace carpet and vinyl in the south west corner of the building. This line item will be revised to remove vinyl and carpet to perform required construction work.

Q. Will the Project be awarded based upon lump sum fixed price on Exhibit "B"?

A. Yes, the contract will be awarded based upon the lump sum price on Exhibit B. Exhibit C will also be utilized to adjust the total contract price based upon the available budget.

Q. Should the Engineer of Record include a Unit Pricing specification due to the Schedule of Items included in the Bid Form?

A. No, a unit pricing specification is not necessary.

Q. Exhibit "B" Contractors bid form lists 22 items. Some of these items list quantities. Should the Contractors bidding this project bid per this line item detail on Exhibit "B"?

A. Yes, the contractor should use the quantities on the bid sheet. The contractor should include all costs to perform the work per the plans and specifications. Unit prices are included for additions or deletions to the contract and for changes in contract quantities.

Q. If the Contractors bidding this project per line item list, then the Note at the bottom of Exhibit "B" & Exhibit "C", "**The quantities listed above area approximate; the Contractor is responsible for verification of all contract quantities**", should be stricken from the Bid Forms. (Please advise)

A. We can remove this sentence from the Bid Sheet.

Q. It appears as if the quantities on Exhibit "B" is accounting for both the North Leak Location & the South Leak Location. The problem with this is the degree of difficulty getting the material to the South Leak Location is greater than the degree of difficulty of the North Leak Location. How are we to break out the degree of difficulty from each of the locations when the quantities are all combined?

A. Add the costs to perform the work for both the north leak location and the south leak location and divide the total cost by the quantity to obtain a unit price.

Q. There are a few trees on the North Leak Location and a few shrubs on the South Leak Location that will need to be removed in order to excavate 16 feet deep to the footing. Will these trees and shrubs need to be protected by wrapping the stumps with burlap and watered on a daily basis? Or do they need replaced?

A. We will not be saving any trees or shrubs, please plan on removing and discarding any trees or shrubs. That line item in the bid schedule will be removed.

**Q. Will the existing waterproofing need to be completely removed from the exterior concrete wall in preparations for the new waterproofing?**

A. Yes

**Q. Will the existing concrete wall be subject for moisture testing before preparations are made to install the new waterproofing material?**

A. Yes, the wall will be tested by the owner; do not include the cost of testing in your bid.

**Q. There is no way to determine the moisture levels in the existing walls at the present time. If the moisture content in the concrete walls are clearly too high for the installations of the new waterproofing, what steps are to be made? What product is to be used?**

A. The contractor should allow for normal drying time of the wall after cleaning. The contractor should include costs to keep the wall from getting wet from rain etc. If the wall is too wet for installation of the waterproofing membrane after normal drying time then heated drying of the wall may be necessary. The contractor should not include the costs for heated drying or other means to de-hydrate the wall other than normal drying time. If it is necessary for the contractor to heat the wall or use other means of dehydrating the wall than normal drying time the cost will be added as a change order to the contract.

**Q. Is the project site to be protected with chain-link fencing?**

A. The contractor should provide temporary fencing around excavations and construction areas that may be hazardous to the public. The type of fencing to protect the public and the contractor is up to the contractor.

**Q. Is there a specification for seeding?**

A. Yes, seeding is covered in specification 31-34-00 on page three and the seed utilized should fall under the seed mix where a fine lawn is desired.

**Q. Will electric concrete saws and electric jack-hammers be required for the concrete removal?**

A. Electric concrete saws and jack hammers are not required but may be more cost effective especially on the south side of the building.

**Q. Can gas-powered saws be used as long as negative air pressure containment is built to minimize the fumes?**

A. Yes, gas powered saws can be used as long as the fumes are exhausted from the building. The owner will require a plan on how the fumes will be exhausted.



Q. The drawings indicate the existing concrete slab is 5" thick. Is this the thickness Contractors are to assume for bidding purposes? If the concrete thickness is greater than 5" thick, will the Contractor be reimbursed for the degree of difficulties of a thickened slab beyond 5" thick?

The slab is poured against a retaining wall; there is a chance the slab could be thickened up to about 18".

A. Yes, if the slab is more than 5 inches thick the contractor will be paid for the additional expense.

Q. Is there any concerns about the existing wall moving when the concrete is saw-cut and hammered out due to the location of the concrete being removed and the fact the concrete slab has been helping support the concrete wall?

A. No, the building is on a grade beam supported by concrete piers.

Q. Will the contractor be paid for the unit pricing by the neat lines per the drawings for line item # 12 or will the Contractor be paid for the excavation needed to bench the earth per OSHU requirements to be safe and to accommodate a trench box?

A. The contractor will be paid by the linear feet of waterproofing installed. If additional excavation is required past the ends of the waterproofing installed these quantities should be added to the linear foot price of excavation for water proofing installed. It is up to the contractor to determine the excavation quantities, means and methods.

Q. Line item # 3 Permits: Is this the line item where we are to identify Bonds, Insurance, B & O Taxes and Permitting Fees?

A. Bonds, Insurance, B&O Taxes etc normally go into the General Conditions but you could put them in line item three if you wanted to.

As far as the permitting goes I just found out that the Fire Marshalls office will charge a \$200 fee for permitting the project and this fee should be included in the project costs under line item number three.

Q. Will the Contractor be permitted to wheel burrow concrete through the corridors for the concrete patching?

A. Yes provided appropriate notice and approval of the Cultural Center.

Q. Is testing of the concrete a requirement?

A. No.

Q. Is compaction testing during the back filling a requirement?

A. No

Q. In reference to Solicitation # DCH13057 what is meant by waterproofing enhancement?  
What is the scope of work? Is this below grade waterproofing? Above grade waterproofing?  
Applying a clear water sealer to the concrete surfaces (vertical walls or horizontal decking)?

A. The water proofing enhancement encompasses the entire project and includes the interior and exterior work to prevent water intrusion into the building.

D.D 04-01-2013

**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  
Waterproofing System Enhancement at the Cultural Center located in 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  
8<sup>th</sup> day of April, 20 14.

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

Roberta Bird

Gauley Bridge

WV

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, a notary public, personally appeared  
\_\_\_\_\_  
Wayne Nunziata, personally known to me to be the person who  
executed the within instrument as \_\_\_\_\_ President \_\_\_\_\_, on behalf of the corporation therein named and  
acknowledged to me that the corporation executed it.



THERESA 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 \_\_\_\_\_ 8th day of \_\_\_\_\_ April \_\_\_\_\_, 20 14 \_\_\_\_\_.

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 West Virginia

County of Fayette

AND NOW, this 8th day of April, in the calendar year of 2014, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Bird, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of West Virginia  
My Commission Expires on 3/28/2015

Notary Public in and for the

County of Fayette  
State of West Virginia

Jessica VanMeter  
NOTARY PUBLIC





# 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, 2013

**Expiration Date**

AUGUST 06, 2014

*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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/10/2013

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

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

<b>PRODUCER</b> <b>BB&amp;T-Carson Insurance Services</b> 601 Tennessee Avenue Charleston, WV 25302 304 346-0806	<b>CONTACT NAME:</b> Shelley Newman <b>PHONE (A/C, No, Ext):</b> 304 340-6960 <b>FAX (A/C, No):</b> 18887513002 <b>E-MAIL ADDRESS:</b> shelley.newman@bbandt.com
<b>INSURED</b>  <b>Danhill Construction Company</b> PO Box 685 Gauley Bridge, WV 25085	INSURER(S) AFFORDING COVERAGE
	<b>INSURER A :</b> Westfield Insurance Company
	<b>INSURER B :</b> Brickstreet Mutual Insurance Co
	<b>INSURER C :</b>
	<b>INSURER D :</b>
	<b>INSURER E :</b>

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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	X	X	TRA0548113	07/01/2013	07/01/2014	EACH OCCURRENCE			
	<input checked="checked" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR <input checked="checked" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	DAMAGE TO RENTED PREMISES (Ea occurrence)								
		MED EXP (Any one person)								
		PERSONAL & ADV INJURY								
		GENERAL AGGREGATE								
		PRODUCTS - COMP/OP AGG								
							\$			
							\$			
							\$			
							\$			
							\$			
							\$			
A	AUTOMOBILE LIABILITY	X	X	TRA0548113	07/01/2013	07/01/2014	COMBINED SINGLE LIMIT (Ea accident)			
	<input checked="checked" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="checked" type="checkbox"/> HIRED AUTOS <input checked="checked" type="checkbox"/>	BODILY INJURY (Per person)								
		BODILY INJURY (Per accident)								
		PROPERTY DAMAGE (Per accident)								
							\$			
A	UMBRELLA LIAB	X	X	TRA0548113	07/01/2013	07/01/2014	EACH OCCURRENCE			
	EXCESS LIAB	X	X				AGGREGATE			
	DED <input checked="checked" type="checkbox"/> RETENTION \$0						\$			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WCB1008781	09/20/2013	09/20/2014	<input checked="checked" type="checkbox"/> WC STATUTORY LIMITS <input 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 checked="checked" type="checkbox"/> Y    N/A								
							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)**  
**\*\* Workers Comp Information \*\***  
**Voluntary Compensation ; Other States Coverage**  
**Proprietors/Partners/Executive Officers/Members Excluded: Robert Hill, President**  
**Rebecca Hill, Secretary/Treasurer**  
**WV Broad Form Employers Liability Endt Included**  
**(See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b>  Danhill Construction Company P O Box 685 Gauley Bridge, WV 25085	<b>CANCELLATION</b>  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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