



City of Elkins

Elkins Building Commission

March 25, 2026
3:30 PM
Elkins Fire Department
216 4th Street

AGENDA

- 1. Call to Order and Roll Call**
- 2. Public Comment**
- 3. Minutes**
 - a. Proposed minutes for the meeting of October 31, 2025
- 4. Reports**
- 5. New Business**
 - a. Review and approval of the contract and financing for the City hall masonry project
- 6. Announcements**
- 7. Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	March 25, 2026
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of October 31, 2025
Recommended By:	City Clerk
Summary:	Minutes proposed for the referenced meeting
Fiscal Impact:	n/a
Recommendation:	Consider for Approval
Attachments:	1. building commission - 2025_10_31 - minutes_proposed

**BUILDING COMMISSION
MEETING MINUTES**

*216 Fourth Street
October 31, 2025
10 a.m.*

Present were Commissioners V. Broughton (Chair) and C. Tribble.

Commissioner R. Leitner was absent.

Also present: S. Stokes (City Clerk and Recording Secretary), M. Kesecker (Operations Manager).

NEW BUSINESS

Tribble MOVED APPROVAL OF A RESOLUTION TO AUTHORIZE THE CHAIR OF THE ELKINS MUNICIPAL BUILDING COMMISSION TO SIGN CONSTRUCTION LOAN DOCUMENTS FROM MOUNTAIN VALLEY BANK FOR CITY HALL RENOVATIONS. The motion carried.

The meeting adjourned at 10:11 a.m.

Name & Title

Signature



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	March 25, 2026
Section:	New Business
Category:	Action Item
Agenda Item Name:	Review and approval of the contract and financing for the City hall masonry project
Recommended By:	City Attorney
Summary:	The Building Commission is requested to authorize a signature on the attached contract.
Fiscal Impact:	No fiscal impact on the Building Commission
Recommendation:	Motion to authorize signature
Attachments:	<ol style="list-style-type: none"> 1. Memo - masonry contract - 2026_03_24 2. AIA101_ECH_MASONRY_keystone - broughton signatory



CITY OF ELKINS

3/23/26

RE: Masonry Contract for City Hall Renovation Project

To: City of Elkins Building Commission

The City of Elkins Operations Department respectfully requests the Building Commission to review and approve the proposed contract for the city hall masonry work, as part of the complete renovation of city hall. This project is included in the current overall budget of the project, however, due to the general contractor not being equipped or having the experience with this scope of work, it was bid out to ensure that the most experienced company, and best price was received for this project. The Elkins City Council has already reviewed this portion of the project and the contract involved from the lowest bidder and has approved the work to be completed as it is a vital part of the restoration work being done. Due to the building commission status in responsibility of city hall during this project, we are asking for the approval of your commission as well.

If you have any questions regarding this scope of work or the details of the project, I would be happy to address them with you at your convenience.

Sincerely,

Mike Kesecker

Operations Manager, City of Elkins

304-636-1414 ext. 1441

MKesecker@cityofelkinswv.gov

 **AIA**® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 20th day of February in the year 2026
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Elkins Building Commission
401 Davis Ave.
Elkins, WV
26241

and the Contractor:
(Name, legal status, address and other information)

Keystone Waterproofing, Inc.
2008 Main Drive
Latrobe, PA
15650

for the following Project:
(Name, location and detailed description)

Elkins City Hall – Masonry Restoration
401 Davis Ave.
Elkins, WV 26241

The Architect:
(Name, legal status, address and other information)

VanNostrand Architects PLLC
29 East Main Street, #4
Buckhannon, WV
26201

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than One Hundred Thirty (130) calendar days from the date of commencement of the Work.
(Paragraphs deleted)

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

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(Table deleted)

(Paragraph deleted)

§ 3.4 Final Completion

§ 3.4.1 Final Completion of the project shall be achieved no later than Thirty (30) calendar days from the date of Substantial Completion.

§ 3.4.2 If the Contractor fails to achieve Final Completion as provided in this Section 3.4, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Four Thousand One Hundred Eighty Dollars (\$ 304,180.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
North Elevation (ADD)	\$41,900.00
East Elevation (ADD)	\$65,900.00
South Elevation (ADD)	\$41,890.00
Cleaning (ADD)	\$65,000.00
Caulking at Windows (DEDUCT)	-\$16,500.00
Painting Metal Railings (DEDUCT)	-\$3,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None.		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
None	

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None.		

§ 4.5 Liquidated damages, if any:

Two Hundred Dollars per each calendar day of delay in achieving Substantial Completion, and One Hundred Dollars per each calendar day of delay in achieving Final Completion.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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Contractor may submit Applications for Payment on any day of the month.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 1st day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten (10%) percent.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

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§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

(Paragraphs deleted)

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

Seven (7.0) % per year.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201-2017

Litigation in a court of competent jurisdiction
(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Mr. Mike Kesecker, Director of Operations
401 Davis Ave.
Elkins, WV 26241
mkesecker@cityofelkinswv.com

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mr. John Thiry, President

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2008 Main Drive
Latrobe, PA 15650
john@keystonewaterproofing.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4

(Paragraphs deleted)

Drawings

Number	Title	Date
G.00M	COVER SHEET	8/20/2026
G.01M	GENERAL NOTES	8/20/2026
A.12M	EAST ELEVATION	8/20/2026
A.13M	WEST ELEVATION	8/20/2026
A.14M	SOUTH ELEVATION	8/20/2026
A.15M	NORTH ELEVATION	8/20/2026
A.16M	PORCH ELEVATIONS AND SOFFIT DETAILS	8/20/2026

.6 Specifications

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Section	Title	Date	Pages
000101	PROJECT MANUAL TITLE PAGE	8/20/2025	1
000102	PROJECT TEAM	8/20/2025	1
000110	TABLE OF CONTENTS	8/20/2025	1
000115	LIST OF DRAWING SHEETS	8/20/2025	1
001113	ADVERTISEMENT FOR BID	8/20/2025	1
001116	INVITATION TO BID	8/20/2025	4
004213	FORM OF PROPOSAL	8/20/2025	2
004313	BID BOND FORM	8/20/2025	2
006113.13	PERFORMANCE BOND WITH ACKNOWLEDGMENT AND PREPARATION INSTRUCTIONS	8/20/2025	3
006113.16	LABOR AND MATERIAL PAYMENT BOND WITH ACKNOWLEDGMENT AND ACKNOWLEDGMENT PREPARATION INSTRUCTIONS	8/20/2025	3
006216	ACORD CERTIFICATE OF INSURANCE 25-S	8/20/2025	2
007213	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (AIA DOCUMENT A201 - 2017 EDITION)	8/20/2025	38
007300	WEST VIRGINIA SUPPLEMENTARY GENERAL CONDITIONS TO AIA DOCUMENT A201 - 2017	8/20/2025	12
011000	SUMMARY	8/20/2025	2
012900	PAYMENT PROCEDURES	8/20/2025	3
013100	PROJECT MANAGEMENT AND COORDINATION	8/20/2025	6
013233	PHOTOGRAPHIC DOCUMENTATION	8/20/2025	2
013300	SUBMITTAL PROCEDURES	8/20/2025	5
017700	CLOSEOUT PROCEDURES	8/20/2025	2
040140	MAINTENANCE OF STONE AND BRICK MASONRY	8/20/2025	7

.7 Addenda, if any:
(Paragraphs deleted)

Number	Date	Pages
None		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Van Broughton, President, Building Commission
(Printed name and title)

OWNER (Signature)

Jerry Marco, Mayor, City of Elkins
(Printed name and title)

CONTRACTOR (Signature)

John Thiry, President
(Printed name and title)

JOHN THIRY (PRESIDENT)

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