

RFQ COPY TALE NAME ADDRESS

PO Box 685

Danhill Construction Company

Gauley Bridge, WV 25085

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

Request for Quotation

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304-558-2544

DIV ENGINEERING & FACILITIES CAMP DAWSON ARMY TRAINING SITE 240 ARMY ROAD

KINGWOOD, WV 26537-1077

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

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole, any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

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



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

Request for Quotation

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DIV ENGINEERING & FACILITIES CAMP DAWSON ARMY TRAINING SITE 240 ARMY ROAD

KINGWOOD, WV 26537-1077

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KINGWOOD, WV

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	ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.	
	WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.	
	ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:	
	(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.	
•	(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.	
	(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A	
,	SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE	
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DIV ENGINEERING & FACILITIES CAMP DAWSON ARMY TRAINING SITE 240 ARMY ROAD

KINGWOOD, WV

26537-1077 304-329-4417 DATE PRINTED TERMS OF SALE SHIP VIA FOR FREIGHT TERMS <u>07/01/2010</u> BID OPENING DATE: 08/12/2010 BID OPENING TIME 01:30PM CAT. QUANTITY UOP LINE ITEM NUMBER UNITPRICE AMOUNT EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM (1)AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED. THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL (3) BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES REGULATIONS AND THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. REV. 11/96

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE

DATE

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

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Danhill Construction Company PO Box 685 Gauley Bridge, WV 25085

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DIV ENGINEERING & FACILITIES CAMP DAWSON ARMY TRAINING SITE 240 ARMY ROAD

KINGWOOD, WV 26537-1077

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

## Request for Quotation

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

DIV ENGINEERING & FACILITIES CAMP DAWSON ARMY TRAINING SITE 240 ARMY ROAD

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

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#### **Proposal Form**

Live Fire Exercise Shoot House Phase 2-LFSH Supporting Facilities West Virginia Army National Guard, Volkstone Training Site Camp Dawson, Kingwood, West Virginia

Submitted by Bidder:

Danhill Construction Company

To The Owner: West Virginia Armory Board Charleston, WV
The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to Perform all Work in accordance with the Bidding Documents prepared by GRW, Inc., dated <u>30 April 2010</u> , for the stipulated sum broken out as follows:
BASE BID: Including all allowances. One million One hundred forty Seven thousand dollars
s 1,147,000 · 00
ADDITIVE BID ITEM #1 (ABI-1): Re-Roof Existing Warehouse Building Four hundred eighty-five thousand Dollars
s 485,000 <u>00</u>
ADDITIVE BID ITEM #2 (ABI-2): Expansion of Pre-Fabricated Live Fire Shoot House Facility  Three hundred twenty thousand dollars
\$ 320,600
DEDUCTIVE BID ITEM #1 (DBI-1): 500 Gallon Sewage Holding Tank, in lieu of Grinder Pump Station and Discharge Force Main Tuenty four thousand five hundred dollars
s (24, 560, <del>20</del> )

The Owner reserves the right to award the Bid as they determine may be in their best interest. Accurately, clearly and completely fill in all items or bid may be disqualified.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The undersigned agrees that the right is reserved by the Owner to reject any or all bids and to waive any informalities in bidding. It is agreed that this bid may not be withdrawn for at least ninety (90) days after the scheduled closing time for receipt of bids.

#### TIME IS OF THE ESSENCE IN COMPLETION OF THIS WORK.

If awarded the contract, I (we) will commence work within Five (5) calendar days after receipt of written Notice to proceed, and will substantially complete the work, ready for occupancy, no later than 270 calendar days from Notice To Proceed, subject to allowances made for delays in accordance with the Provisions of the Contract Documents, documented and verified.

For each day of delay in substantial completion of the work, the Contractor shall be liable for and pay to Owner, \$500.00 per Calendar Day thereafter as liquidated damages and the sum is not to be construed, in any sense, as a penalty.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the Base Bid.) The successful bidder, upon his failure or refusal to execute and deliver all contract documents required, including bonds and insurance, within five (5) days after he has received notice of acceptance of his bid shall forfeit to Owner, as liquidated damages for such failure or refusal, bid security deposit with his bid. The undersigned has carefully examined the site, all conditions, all documents and has made due allowances for any contingencies. If award is made to us under this proposal, we will enter into a contract with the Owner to furnish all labor, materials, and equipment necessary to construct the project in strict accordance with the Drawings and Specifications, including all Addenda.

#### ADDENDA ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of the following Addenda and has taken information contained therein into full consideration in the formulation of this Bid. Fill in date of Addenda.

Addenda	No.18210	No.2 8 12/10	No.3 8/16/10	No.4
Signature:	Robert D.	HU	Date: 8/3//20	10

Failure to acknowledge receipt of each Addendum may be cause for rejection of Bid.

#### UNIT PRICES

Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, for a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

Each bidder shall enter in the space provided below, the price per unit of Work, he proposes to provide for each item of Work indicated in the Unit Price descriptions listed in 01270-Unit Prices. Upon award of the Bid the Contractor's Unit prices will be binding to the Contract and shall be utilized in determining additive or deductive modifications to the Contract Sum for that portion of the Work.

Failure to furnish all information requested may be cause for rejection of the Bid.

**ITEM** 

#### **UNIT PRICES**

PRICE

1.	Reinforced Concrete Slab including base (4000 psi) per square foot.	S	15.0	ĎÔ	/SF
					/SF
	PROPOSED SUBCONTRACTORS  Each bidder shall enter, in the spaces provided, the names classification or type of work that they will perform. Upo employed to perform the work, unless changes are specifical	on awar	i of confrac	of the named subco	ontractors shall be
	A major subcontractor is defined as a subcontractor whose or more of the total contract amount.	subcont	ract constit	utes approximately	three (3) per cent
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RESPECTFULLY SUBMITTED:

Signature Robert D. Hill

(Signature in Ink)

Name Robert D. Hill

(Please Type or Print)

Title Resident

Corporate Seal if Applicable

Firm Name Danhill Const. Co.

Firm Address P.O. Box 685

Fax Number 304-632-1501

WV Contractor's No WV 00 1/96

WV Registration No 709053330

END OF PROPOSAL FORM



*709053330

PO BOX 685

GAULEY BRIDGE WV

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

DANHILL CONSTRUCTION COMPANY

304-632-1558

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#### Request for Quotation

RFQ NUMBER DEFK10022

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DIV ENGINEERING & FACILITIES CAMP DAWSON ARMY TRAINING SITE 240 ARMY ROAD

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Pre-Bid Meeting Agenda, Classroom 201, Camp Dawson AFRC, Kingwood WV

The following constitutes a Pre-bid Meeting Agenda for DEFK10022, Phase II, Live Fire Shoot House

Date: 20 July 2010

Time: 1:00 PM

Location: AFRC, Camp Dawson, WV

#### 1. ADMINISTRATIVE:

- a. The Pre-bid meeting for this contract is at 1300 hours, 20 July 2010, at Camp Dawson, WV.
- b. Mandatory pre-bid attendance Sign-In
- c. Funding: Federally-funded, WVARNG-administrated project. Award of this Project is contingent upon availability of Funds.
- d. User: West Virginia Army National Guard
- e. Administrator: Camp Dawson Engineering, WVARNG

#### 2. Introduction:

POST ENGINEERING

#### a. TSC-WVARNG:

- 1. 1001 Army Road Kingwood, WV 26537
- 2. LTC William Suver, Post Commander

304-791-4457

Email: william.suver@wv.ngb.army.mil

3. 1LT Don Weaver, Post Engineer

304-791-4333

Email: don.weaver@wv.ngb.army.mil

4. SFC Harrison Cogar

304-791-4161

Email: harrison.cogar@wv.ngb.army.mil

5. SGT Mike Cochran

304-791-4161

Email: michael.cochran6@wv.ngb.army.mil

 Mr. Chuck Bowman, Division of Purchasing Email: <u>charles.a.bowmanir@wv.gov</u>

(304) 558-2157 (office) (304) 558-4115 (fax)

#### b. DESIGNER OF RECORD:

GRW Engineers, Inc., Lexington, KY

#### 3. BIDDING ISSUES

- a. Questions must be submitted to Mr. Chuck Bowman, Division of Purchasing, email <a href="mailto:charles.a.bowmanjr@wv.gov">charles.a.bowmanjr@wv.gov</a>, 304-558-2157 (office) 304-558-4115 (fax) no later than close of business on 27 July 2010.
- **b.** Direct discussion is <u>not</u> authorized with the Designer of Record, the Facilities Engineer, or the Project Manager.
- c. Federal Prevailing Wage Rate Applies.
- d. Bid Opening is set for 12 August 2010 at 1:30 PM.
- e. Change Orders: The only changes authorized or reviewed by the Owner will be:
  - Owner directed.
  - 2. Unforeseen site conditions.
  - 3. Errors and omissions.
- **f.** Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Conflicts in drawings, clarifications, and/or lack of clarity shall be the responsibility of the Contractor after Bid Award. The Contractor is responsible to seek clarification prior to bidding if they believe there is a conflict or lack of clarity.
- g. Government assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract. The solicitation and specification remain unchanged regardless of what is said at the pre-bid conference unless they are changed by formal amendment to the solicitation.
- h. Completed bid-bond and drug free workplace certificates will accompany the bid or such bid will be rejected.

#### 4. Work Hours/Site Access-Security

POST ENGINEERING

- a. The Contractor will have access to the site from 0600 to 1600 hrs, Monday to Friday. If work hours must be modified, these will be approved on a case-by-case via the Project Manager and the Designer of Record and Camp Dawson Operations (Section 01010-2.06)
- b. At the pre-construction meeting, submit a list of the Contractor's principal staff assignments, including the Project Manager and Superintendent. (Section 01040-1.03)
- c. Superintendence: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job. Duties of the superintendent will be identified at the first pre-construction meeting. (Section 01040-1.04)

#### 5. TEMPORARY FACILITIES/UTILITY USAGE

POST ENGINEERING

- a. Temporary Facilities
- b. Utility Usage

#### 6. UTILITY INTERRUPTIONS

POST ENGINEERING

- a. Required to give a 2-working day notification to Operations/Project Manager using the supplied standardized outage request form.
- **b.** Notifications must include the following information:
  - 1. Who
  - 2. What
  - 3. When
  - 4. Why
  - 5. Where
- c. Utility Interruptions can last no longer than six (6) hours without prior approval.
- d. The amount of time required for a utility interruption will be determined on a case-by-case basis and will be coordinated with Camp Dawson Operations and Post Engineering.

#### 7. CONTRACT DURATION/LIQUIDATED DAMAGES

- a. Liquidated Damages
  - 1. Duration of the contract is <u>270</u> days from the NTP.
  - 2. Liquidated damages are \$500 per calendar day.

#### 8. SAFETY

#### POST ENGINEERING

- a. All construction activities will be in conjunction with OSHA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OSHA. All construction activities on site will be a hardhat area and marked as such.
- **b.** Access to the site will be restricted and controlled by the Contractor. A visitor's sign-in and hardhats to be made available for personnel visiting site.
- c. Temporary fueling operations: Any temporary fueling operation will be maintained in accordance with OSHA and WV Fire Marshall Standards to included secondary containment, fire extinguishers, and spill control.
- d. Cleanup required daily by each perspective sub and General Contractor: No open dumps of construction materials. Remove demolished materials, waste materials including trash and debris and legally dispose of them off Owner's property.

#### 9. SUPERVISION OF WORK

#### POST ENGINEERING

Designer of Record will have the responsibility for the observation of Contractor's quality of work. The Designer of Record will provide recommendations for actions regarding progress payments, change orders, and acceptance of work.

#### 10. ASPECTS OF CONTRACT

POST ENGINEERING

- a. Modification Procedures Section 01035
- b. Project Management and Coordination Section 01040
- c. Payment Procedures Section 01027
- d. Meetings Section 01200
- e. Submittals Section 01300
- f. CPM Construction Scheduling Section 01355
- g. Materials and Equipment Section 01600
- h. Warranties Section 01740

#### 11. Substitutions (Section 01631)

- a. The Architect will consider requests for substitution if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Architect.
- b. Substitution requests will only be considered when one or more of the following applies:
  - 1. Extensive revisions to the Contract Documents are not required.
  - 2. Proposed changes are in keeping with the intent of the Contract Documents.
  - 3. The request is timely, fully documented and properly submitted.

4. The specified product or method cannot be provided within the Contract Time. The Architect will not consider the request if the specified product cannot be provided as a result of failure to pursue the Work promptly.

5. The request is related to an "or-equal" clause.

6. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Such additional responsibilities for the Owner may include additional expenses for redesign and evaluation services, increased cost of related construction, and other similar considerations.

The specified product cannot receive approval by a governing authority, and the substitution

can be approved.

- 8. The Contractor's submittal and the Architect's review or approval of Shop Drawings, Product Data or Samples that relate to a substitute does not by itself constitute a final approval of the requested substitution, nor does it relieve the Contractor from fulfilling existing Contract Requirements. Final approval will be granted by the Owner and confirmed in the form of a Change Order.
- c. Approval of Material Submittals shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance as stated in (d) below.
- d. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the submittals, at the time of submission. If the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification NEED not be issued.

#### 12. SUMMARY OF WORK

POST ENGINEERING

- a. Summary (Section 01010-1.01)
  - 1. Project Information (Section 01010-1.02 B)
  - 2. Work will be constructed under a single prime contractor. (Section 01010-1.03 B)
  - 3. Contractor shall have full use of premises for construction operations, subject to limitations and requirements of the West Virginia Army National Guard.
  - 4. Contractor is responsible for keeping driveways and entrances serving the premises clear and available for the Owner's use.

#### b. Scope of Civil Work

1. Review the scope of work for subject project N/A

**PURCHASING DIVISION** Purchasing Documents (a) General insurance/bonds from prime contractor by Notice to Proceed date. Copies to be provided to CFMO. For the subcontractors, copies of insurance due prior to start of work. (b) Drug Free Compliance Affidavit Environmental Issues/comments N/A ENVIRONMENTAL Construction Storm Water Permit N/A ENVIRONMENTAL/CEI ENVIRONMENTAL/CEI Sediment Erosion Control Measures N/A POST ENGINEERING QUESTIONS AND ANSWERS Q: A: Q: A: Q: A: Q:

A:

Q:

A:

#### 13. CLOSING COMMENTS

- Meeting notes will be published through state purchasing, along with clarifications to contract documents.
- Any further question will be addressed through an Addendum released after the question period has closed.
- Any further questions between now and bid award must be directed to State Purchasing no later than noon on close of business 09 July 2010.

### WVARNG LIVE FIRE EXERCISE SHOOTHOUSE PHASE 2 – SUPPORTING FACILITIES CONSTRUCTION

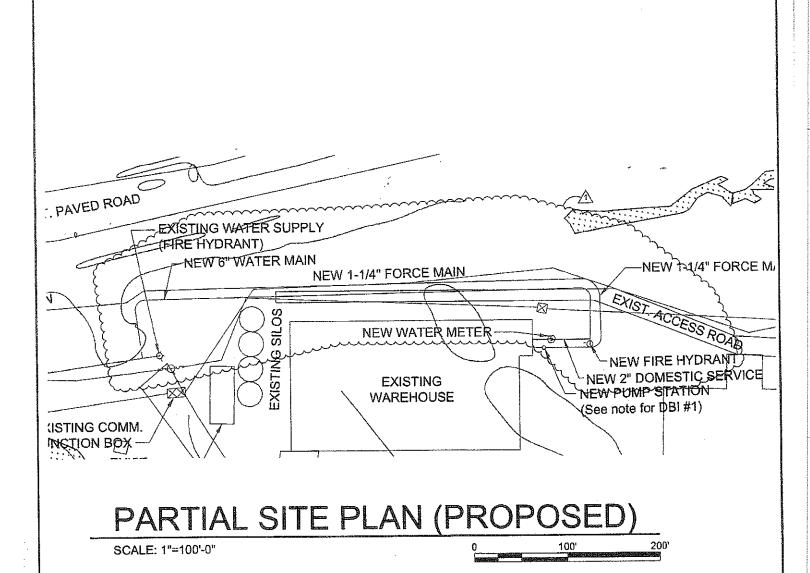
#### ADDENDUM ITEMS

The following are items of clarification to questions raised and issues discussed during the Pre-Bid meeting Tuesday, July 20, 2010 at the Armed Forces Reserve Center in Kingwood, WV, for the Phase 2 – Supporting Facilities Construction of the Live Fire Exercise Shoot House Project. These items shall be included in each Contractor's bid and shall become a part of the Construction Contract.

- 1. Contractor shall extend the existing 6" main to the north end of the warehouse building as indicated on attached drawing C-101A and install a new fire hydrant. Provide new 2" domestic service and new meter from 6" line into building as shown. Refer to attached drawing (C-101A) for additional information.
- 2. Contractor shall cut and remove existing steel pipe handrails at top of stringer on northwest stair to mezzanine. Provide new 1 ½" O.D. galvanized steel handrails at 3'-0" above nosing (to center) as indicated in attached drawing A-104A. Repair existing stair landing by replacing existing steel grate floor material with new steel bar grating as indicated in the attached cut sheet. Provide additional perimeter support framing where required, to support new landing.
- 3. Delete ceiling exhaust (EF-3 & EF-4) in the toilets and replace with sidewall fan units (flush to the interior) complete with wall housing, backdraft damper, and weather hood as indicated in drawings M-101A and M-601C and attached cutsheets. Bottom of fans a minimum of 6'8" AFF. Sawcut opening in existing CMU wall for installation of new sidewall fan units-typ.
- 4. Add a 2 pole wall mounted switch, conduit and wire for control of LFSH ventilation unit (EF-5) on the mezzanine. The switch location will be beside the wall mounted gang switches located adjacent to new LFSH at column line C3 on the ground floor.
- 5. Provide 4" O.D. concrete filled steel bollards at not more than 10'-0" o.c. (equally spaced) with 4-strands vinyl covered galvanized steel aircraft cable-3/8", (tensioned), threaded at turnbuckle end, swaged and toggled at post ends, in lieu of steel pipe handrails indicated. Sections of railing indicated on the drawing (Sheet A-105) at immediate top of the stair shall remain galvanized steel pipe rail as detailed in 1/A-105. See attached drawing A-105A and cut sheets.
- 6. Shore and remove existing damaged 8" CMU wall at Ammo Breakdown building adjacent to window (approx. 3'-0" wide section). Tooth in new CMU to match existing. Prep and paint wall as required by Contract Documents (see General Note 3, Demo Note 2, and Sheet Keynote 1 on A-104).
- 7. Demo exterior wall panels on mezzanine level beneath operable window (adjacent to column line A5), for installation of new louver L-1 (see M-601B), serving LFSH ventilation unit EF-5 and associated ductwork. Field verify exact opening dimensions prior to louver order, yet maintaining minimum free area scheduled. Provide additional steel framing members in exterior wall as required to support louver specified.
- 8. Install a switch to control exhaust fan 4 (EF-4) in men's restroom. Mount beside light switch.
- 9. Install a switch to control exhaust fan 3 (EF-3) in women's restroom. Mount beside light switch.

- 10. Install a switch to also control exhaust fan 2 (EF-2) (currently control by thermostat) in Ammo Breakdown room. Mount beside light switch. The thermostat or switch should be able to turn on EF-2.
- 11. Exhaust fan 1 (EF-1) shall run continuously.
- 12. Provide and install 3KW electric wall heater (EH-3 a duplicate of EH-1&2) on outside wall in the mechanical room to include breaker, conduit and wire fed from panel "C" (duplicate electrical circuit for EH-2 fed from electrical panel "C"). Refer to M-601A.
- 13. Demolish, remove and dispose of four (4) existing light fixtures located above the mezzanine floor starting from column line B12 to column line B8. Conduit, wire and electrical devices shall be removed back to the source.

**END OF ADDENDUM** 



#### PARTIAL SITE PLAN

LIVE FIRE EXERCISE SHOOT HOUSE PHASE 2-SUPPORTING FACILITIES WVARNG-VOLKSTONE TRAINING AREA KINGWOOD, WV

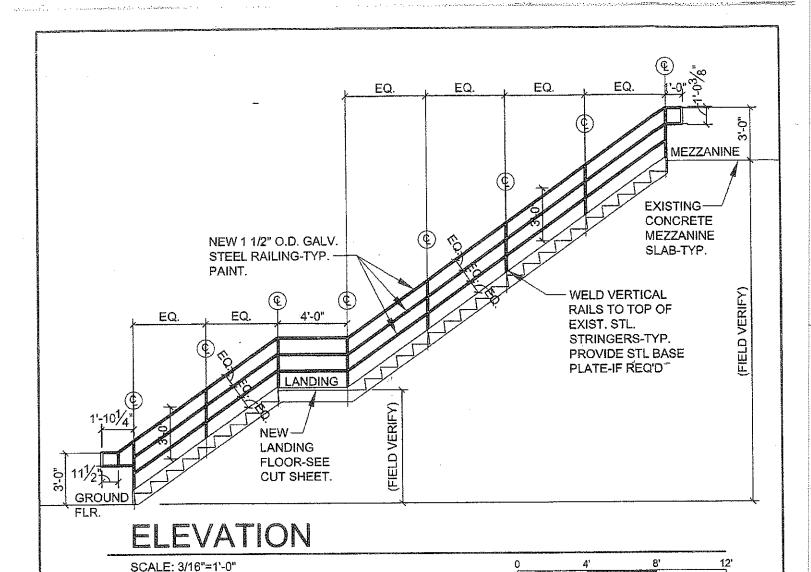
GIZU,
ENGINEERS - ARCHITECTS - PLANNERS

NERS 1"=100'

SCALE

JULY 20, 2010

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### NOTES:

- EXISTING STEEL RAILINGS SHALL BE CUT OFF AT TOP OF EXISTING STRINGERS AND DISPOSED OF OFF SITE.
- CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO FABRICATION OF STEEL RAILINGS.
- ALL VERTICAL ELEVATIONS SHALL BE FIELD VERIFIED INCLUDING RISERS AND TOP OF STRINGERS PRIOR TO FABRICATION OF STEEL RAILINGS.
- 4. EXISTING LANDING SHALL BE REPLACED WITH 1" (h) PLAIN STEEL CLOSE MESH STEEL BAR GRATING AS INDICATED. FIELD VERIFY ACTUAL LANDING DIMENSIONS.

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#### RAILING ELEVATION

LIVE FIRE EXERCISE SHOOT HOUSE PHASE 2-SUPPORTING FACILITIES WVARNG-VOLKSTONE TRAINING AREA KINGWOOD, WV



JULY 20, 2010 scale 3/16" = 1'-0"

ALL RIGHTS RESERVED:

HIS DOCUMENT IS THE PROPERTY OF COMMENCINE DISC. NO SHALL

HOT BE REPRODUCED BY WHOLE OR HY PAST OR LEED FOR CONSTRUCTOR.

A-104A

Item Specs: 6601319999

### McNICHOLS since 1952

McNICHOLS® Quality Bar Grating, Plain Steel, Close Mesh, GCM Series, GCM-1-100, 36.0630" x 144.0000"

Visit us online at http://www.mcnichols.com

Order Now: 1-877-884-4653 or email sales@mcnichols.com



#### **Item Specifications:**

Item Number:
Product Line:
Product Type:
Weight:
Class:

Trade Name:
Category:
Major Material:
Minor Material:
AKA Description:

Construction : Spacing Description : Bearing Bar Height : Bearing Bar Thickness : Bearing Bar Spacing :

Surface:

Cross Bar Spacing : Percent Open Area :

Width:

Length (Span for Grating):

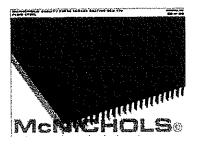
SKU Type : Cross Bar Type : HS Item Number : 6601319999

Bar 18.1 #/SF Close Mesh McNICHOLS GCM Series Plain Steel Hot Rolled

GCM-1-100

Press Lock 7-P-4 1.00 0.1875 0.4375 Smooth 4.0 55 36.0630 144.0000 Panel Rectangular

6601319999



#### Accessories:

Angle End Plates Nosing Banding Hardware Clips, Anchors, Etc Kick Plate

#### **Options:**

Add Studs

The process of adding additional studs, different studs or different spacing to Embed angle

Item Specs: 6601319999

Angle Cutting Anodizing

Bevel Cutting

Circle Cutting

Cut to Size

Drawings Required

Hot Dip Galvanizing

Install Mounting Lugs

Install Hinges

Install Nosing

Notching

Plating

Welding

Install Toe Plate

Painting (Grating)

Powder Coating

Pressure Blasting

Banding

Coating

Straight line cutting to produce an angle other than 90 degrees

The process of coating aluminum electrolytically, resulting in a thin film of aluminum oxide of extreme hardness. Can be processed either clear or in colors.

A process involving the application of a flat piece of metal to the end of cut bar grating to give a more finished appearance and protect the ends.

A type of cut where the blade is set to other than a 90 degree angle with respect to the surface of the material.

Shearing or sawing material in a circular path to a specified dimension.

A material applied as a covering to another material such as vinyl coating applied to steel.

This describes the option of cutting a standard size into pieces of specified size with typically 90 degree corners. Used to describe this process regardless of what tool or machine is used to do the cutting.

Drawings required to confirm material specifications, sizes or to aid in erection of the finished materials.

The process of applying a zinc rich coating to steel to prevent corrosion by submerging the material in a tank of molten zinc for a period of time.

The process where hinges are installed between grating and an interior cut-out such that the interior portion of the grating can swing open like a door.

The process in which flat pieces of material are fit and welded in place between bearing bars on grating to facilitate the attachment of the grating to its structure. The process by which a nosing product is added to the leading edge of a piece of

grating or a stair tread.

The process by which a flat piece of material is attached to the edge of a piece of grating at a 90 degree angle to the surface and extending above the surface of the material, preventing a foot from extending over the edge of the grating

A type of cutting where material is removed from a portion of the edge of a product to specified dimensions resulting in a "cut-out" or notch in the edge of the

The process of applying paint to a grating product.

The application of a thin layer of a secondary metal to a primary metal through an

electrolytic process.

The process of applying powdered paint to an item then placing it in an oven where the powder particles melt and coalesce to form a continuous coating.

Pressure blasting consists of attacking the surface of a material with one of many types of media. Sand, glass and shot blasting are most common. Can be used to remove rust or corrosion or to impart a different surface finish to the material.

The process of fusing two pieces of metal together through the application of heat, sometimes with pressure and sometimes with an intermediate or filler material having a high melting point.

#### Applications:

Catwalk/Walkway

Part/Equipment

Platform/Deck/Mezzanine

Applications where the appearance of the finished item is as important as the Architectural/Decorative function of the item.

> Material used as flooring on a raised pathway enabling movement from one area to another.

Material used as flooring.

Products used as parts on equipment or machinery.

Materials used in the construction of a mezzanine or platform up above the existing level.

Products used to form a physical barrier around an area or platform, typically a handrail.

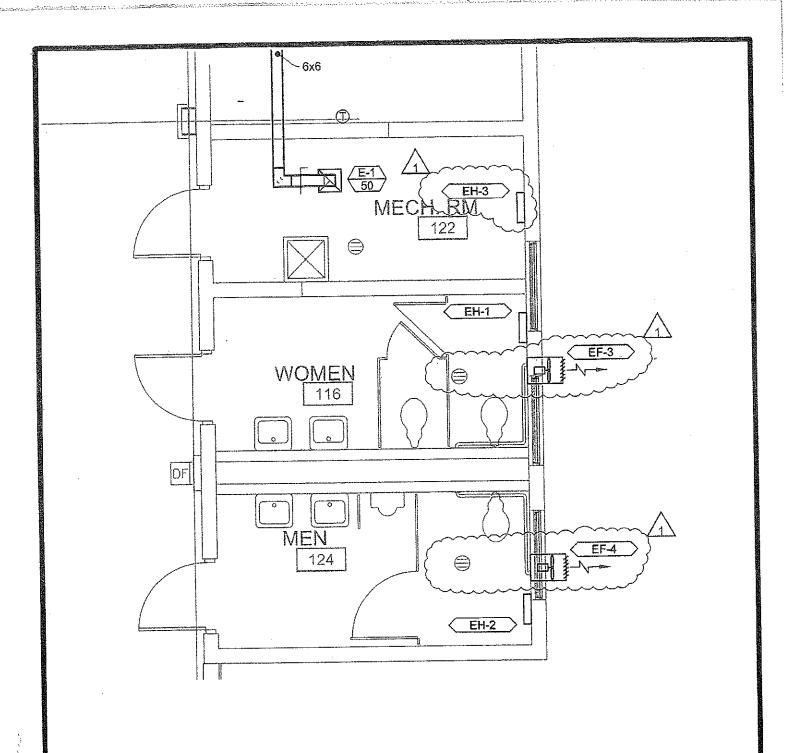
Material used in a gradual incline to get from one elevation to the next. Material used to cover a long narrow hole, typically used for drainage

Railings

Flooring

Ramo

Trench/Grate/Drain



## OPERATIONS STORAGE BUILDING -MECHANICAL FLOOR PLAN

SCALE: 1/4"=1'-0"



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MECHANICAL FLOOR PLAN

LIVE FIRE EXERCISE SHOOT HOUSE PHASE 2-SUPPORTING FACILITIES WVARNG-VOLKSTONE TRAINING AREA KINGWOOD, WV



PLANNERS ***

M-101A

JULY 20, 2010

1/4" = 1'-0"

	enesia (Alboria)
ACCESSORIES 1,2,4,8 1,2,4,8 1,2,4,8 1,3,4,7,8,9 1,3,4,7,8,9	
DRIVE	
SWITCH SING OR CAP ON TWIE POINT WIE	
FAN TIP FPM 3702 3246 3246 5899 6899 6899 6899 6899 6899 6899 689	
DRIVE   FAN TIP   MOTOR	
RPM 1300 1350 1550 1550 1550 1550 1550 1550	
S.P. IN WG 0.375 0.375 1.25 1.5	
EXHAUST FAN SCHEDULE  MARK TYPE  EF-1  EF-2  EF-5  EF-5  TOENTRIFUGAL ROOF EXHAUSTER  S. SIDEWALL PROPELLER FAN  S. SWSI CENTRIFUGAL FAN  NOTE:  IF ABI-2 IS SELECTED REPLACE EF-5  WITH EF-5A	
EXHAUST FAN SCHEDULE  MARK TYPE CFM  EF-2 3 230  EF-3 4 5 150  EF-5 4 6600  EF-5 5 8 SELECTED REPLACE EF-5  WITH EF-5 A	
EXHAUST  WARK  EF-1  EF-2  EF-3  EF-3  EF-5  EF-5  EF-5  EF-5  S. SIDEWALL CENTIFUGE  S. SIDEWALL CENTIFUGE  S. SIDEWALL CENTIFUGE  FOR SWEICENTIFUGE  S. SIDEWALL CENTIFUGE  S. SIDEWALL CENTIFUGE  FOR SWEICENTIFUGE  FOR SW	j
MECHANICAL SCHEDULES	10
LIVE FIRE EXERCISE SHOOT HOUSE PHASE 2-SUPPORTING FACILITIES ENGINEERS - ARCHITECTS - PLANNERS ACTION.	<del></del>
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GRW PROJECT NO. 3280-46



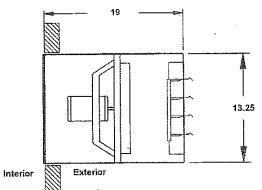
Printed Date: 7/22/2010 Job: 3280-46 LFSH WV ANG Product Type: Fan

Mark: EF-3, 4

2A - Flush Interior Standard Exhaust For Interior Service Applications

### SE1

#### Sidewall Direct Drive Exhaust Fan



Tag EF-3, 4 STANDARD CONSTRUCTION FEATURES

Fan panels of galvanized steel • Aluminum blade propeller • Heavy gauge welded wire motor supports and fan guard that is Zinc plated • Motor mounted to support guard with neoprene isolators • Corrosion resistant fasteners

#### **SELECTED OPTIONS & ACCESSORIES**

Damper WD-320-PB-10x10, Gravity Operated Short Wall Hsg., Flush Interior (2A-Exhuast) w/ OSHA Guard Switch - Nema-1, Toggle, Ship With Unit, Field Mounted Aluminum Propeller Galv. Weatherhood 45 Degree w/ B.S. Wiring Pigtail, External, 9 Feet from Unit of Metallic Liquid-Tite Motor w/ Thermal Overloads

Note: Wall Housing Sizes 42 and Larger with heavy motors and all Filtered Wall Housings need additional bracing.

NOTES: All dimensions shown are in units of inches Fan weight is without accessories

#### DIMENSIONS

Approx, Fan	Recommended	Optional		
Weight (lb)	Roof/Wall Opening: (in)	Damper (in)		
15	14.25 x 14.25	10 x 10		

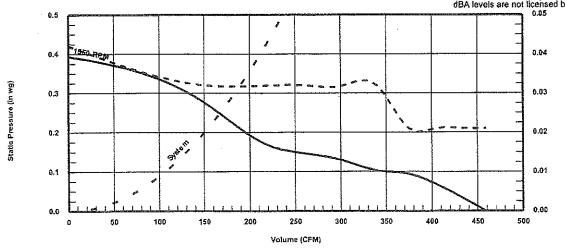
AirFlow

PERFORMANCE (Elevation ft = 0, Airstream Temperature F = 70)

		Model				Operating		Motor Information			
	Qty		Volume (CFM)	SP (in wg)	FRPM		Size (hp)	VICIP	Encl:	Motor RPM:	Windings
The Personal	1	SE1-8-440-D-1	198	0.2	1,550	0.03	1/30	115/60/1	TEAO		1

SOUND										
		inlet Sou	and Powe	r by Octa	ve Band			Lue	dBA	Sones
62.5	125	250	500	1000	2000	4000	8000	Lwa	UDA	001165
71	72	62	58	56	53	48	44	62	51	6.2

LwA - A weighted sound power level, based on ANSI S1.4. dBA - A weighted sound pressure level, based on 11.5 dB attenuation per octave band at 5.0 ft. Sones calculated using AMCA 301 at 5.0 ft. dBA levels are not licensed by AMCA International.







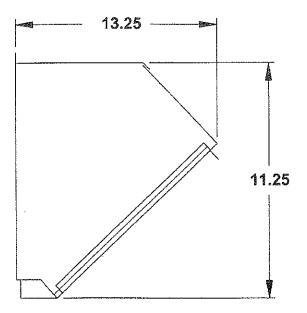
Printed Date: 7/22/2010 Job: 3280-46 LFSH WV ANG Product Type: Fan

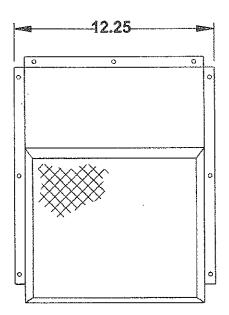
Product Type: Fan Mark: EF-3, 4

### NH 45° Weatherhood

#### STANDARD CONSTRUCTION FEATURES

 $\circ$  Galvanized steel or aluminum construction  $\,\circ\,0.5$  welded wire birdscreen  $\,\circ\,$  Prepunched mounting holes  $\,\circ\,$  Field assembled.





NOTES; All dimensions shown are in units of inches



Printed Date: 7/22/2010 Job: 3280-46 LFSH WV ANG

Product Type: Fan Mark: EF-3, 4

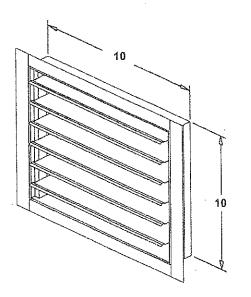
# WD-320 Vertical Mount Exhaust Damper STANDARD CONSTRUCTION FEATURES

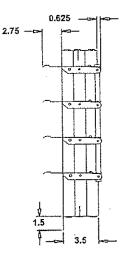
Vertical mount exhaust damper is constructed of 18 ga. galvanized steel with pre-punched mounting holes and a flanged frame

• Damper blades are 0.025 in roll formed aluminum with vinyl seals on the closing edge • Steel axles are 0.188 in diameter zinc plated steel mounted in acetal bushings • Synthetic axle bearings

#### **Accessory Configuration**

Blade Action Actuator Type Parallel Gravity





NOTES; All dimensions shown are in units of inches Width and height furnished approximately 0.125 in undersize.

CAPS 4.2.771

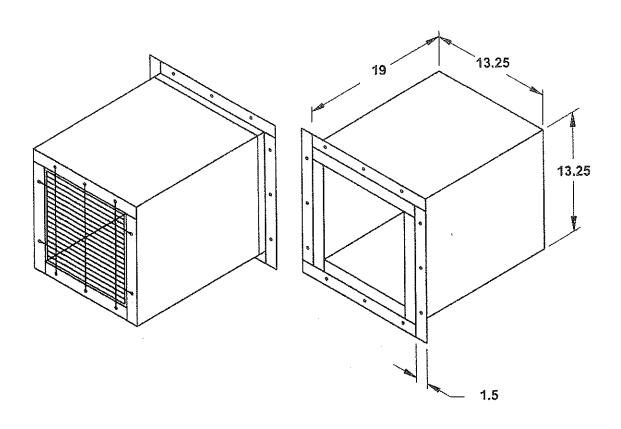


Printed Date: 7/22/2010 Job: 3280-46 LFSH WV ANG Product Type: Fan Mark: EF-3, 4

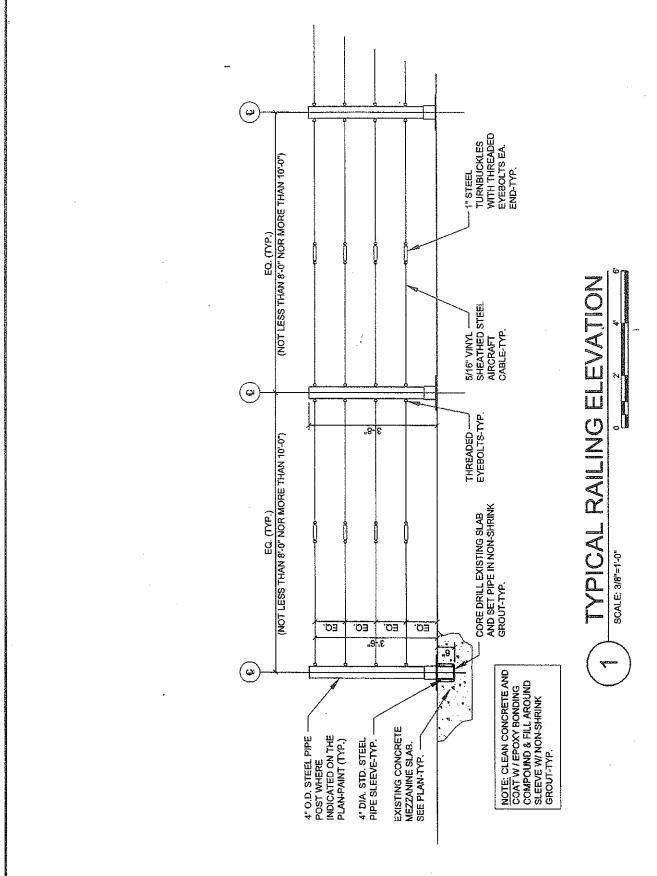
# **Short Wall Housing**

## STANDARD CONSTRUCTION FEATURES

• Galvanized steel construction • Heavy gauge mounting flanges • Pre-punched mounting holes • Inside flanges allow damper to be mounted • Overlapping weatherhood flange keeps rain out • OSHA Protective guard of welded steel wire completely protects the drive side of the wall housing.



NOTES: All dimensions shown are in units of inches



WVARNG PROJECT NO, 540008 GRW PROJECT NO. 3280-46 DAA REVISIONS DAA DESCRIPTION DATE δY DAA DAA

Strain to be bush

# TYP. RAILING ELEVATION

LIVE FIRE EXERCISE SHOOT HOUSE PHASE 2-SUPPORTING FACILITIES WVARNG-VOLKSTONE TRAINING AREA KINGWOOD, WV

1000
ENGINEERS - ARCHITECTS - PLANNERS

_	
	DATE:
	JULY 20, 2010
1	SCALE
	3/8"=1'-0"
1	CHEET NO.
-	

A-105A

#### 7 x 19 Vinyl Coated Cable - Cable Coating - Lexco Cable

8LEX023 2/11/08

LEXCO

Quick & Responsive - Turnaround & Delivery.

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Back



Click for Video

#### 7 x 19 PVC / Vinyl Coated Cable

BARE DIAM	CABLE (")	OUTER VINYL DIAM (")	GALVANIZED WEIGHT (LBS/1000 FT)	STAINLESS STEEL WEIGHT (LBS/1000 FT)
1	/32	3/64	2.5	2.5
3	/64	1/16	5.0	5.0
1	/16	3/32	9.5	9.5
1	/15	1/8	12.0	12.0
3	/32	1/8	20.0	-20.0
3	:/32	5/32	22.0	22.0
3	/32	3/16	29.0	29.0
	1/8	3/16	40.0	40.0
	1/8	1/4	49.0	49.0
9	6/32	7/32	61.0	61.0
9	i/32	1/4	65.0	65.0
. 3	1/16	1/4	81.0	81.0
3	<b>1/16</b>	5/16	97.0	97.0
7	7/32	9/32	106.0	106.0
7	7/32	5/16	114.0	114.0
	1/4	5/16	133.0	133.0
	1/4	3/8	152.0	152.0
$\bigcup_{i}$	5/16	3/8	204.0	204.0
	5/16	7/16	225.0	228.0

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# Military Spec.

Lexco News

CABUE

PROVIDE SWAGED THREADED PLUG (3/8") @ TURNBUCKLE END

#### Item #TB386SEHDG, Stubs on Lexco Cable Manufacturers



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Home: Product Catalog

# **Product Catalog**

Search Catalog View Cart View RFQs Express Ordering By Keyword 🎇 Go 0 items Shopping Cart 0 items Request for Quote Forged Stub End Turnbuckles All Categories > Turnbuckles > Galvanized Drop Forged Turnbuckles > Hot Dip Galvanized Drop Forged Stub End Turnbuckles > Item # TB386SEHDG Request Information | Add To Cart | Request Quote Download PDF Item # TB386SEHDG, Stubs QUOTE Printable Page Email This Page CENTER TURNBUCKUES Save To Favorites

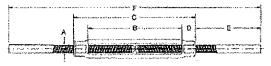
Home | About Us | Products | Cable Fittings | Cable Hardware | Finished Assemblies | Contact Us



Stubs Low-Cost Forged

Conforms To Federal Specification FF-T-791b, Type 1, Form 1 - Class 3

Dimensions, approx



* Seld colored

Click Here to View Turnbuckle FAO's

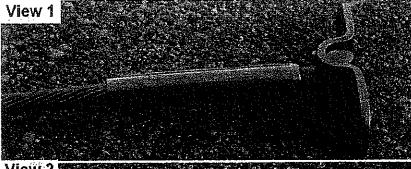
	pecifications	
Thread Dia & Take Up (in.)	3/8 × 6	
Working Load Limit (lbs)	1200	
Weight	0.75	
A	0.38	terber (m. r)
	6	
C	7.13	
ore come <u>esta come come tamente escalad</u> a appare escalada a tamente escalada escalada escalada escalada escalada D	Q,56	
E	4.44	
 F	16	

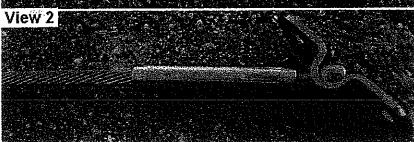
### Architectural Railing Assemblies - Lexco Cable

Application - To secure the turnbuckle to a post

Cable Railing Terminal Ends (non tensioning)

Deck Terminal





- Description Deck terminal (#25-314-1T) machine swaged to 3/16" 1x19 stainless steel cable
- Application Mounts to any surface; can be through-boiled by its two tabs; toggles 140 degrees



Jun 2009 ISO 9001-2008 Certified

Feb 2009 Lexco Cable Supports 2009 Academy Awards

PReturn Policy

*Click here for our Return Policy

*▶Turnaround & Delivery* On Time 99.4%



Button Terminal



- Description Button terminal (#25-306-5F) machine swaged to 3/16" 1x19 stainless steel cable
- Application Secures via through-post termination

Toggle Jaw



- Description Toggle jaw (#25-314) machine swaged onto 3/16" 1x19 stainless steel cable
- Application The turnbuckle jaw easily attaches to eyes, tabs or in a channel. The cable is terminated internally; swage terminal is not visible.

CABLE ENDS @ POST · (3/6" DIA)

MATERIAL A USA PRESS LOSS IN WG 0.075 FREE AREA SF 11.00 0.84 VELOCITY FPM 600 S00 FLOW RATE CFM 6500 420 LOCATION SERVICE FCU34 LOUVERS MARK S L-2

FINISH KYNAR

2. COLOR SELECTION BY ARCHITECT

NOTES: 1, BIRD SCREEN

	W PROJECT NO. 3280-48	WVARING PROJECT NO.		OLEKCHEV
	REV	ISIONS	1	DRAYME
ğ	ptacnarhox	DAIR	27	EGR
-	ADDDOM1	7/26/13	AAT	UTANATI
П				AAT
				A97R01212
3	ECIECK) ITHIS IS	VIC SHOULD INCIDENT EXACTLY SOF WIL		AAT

# MECHANICAL SCHEDULES

LIVE FIRE EXERCISE SHOOT HOUSE PHASE 2-SUPPORTING FACILITIES VVARNG-VOLKSTONE TRAINING AREA KINGWOOD, WV



JULY 2	2010
OCH C	
NONE	
GHK (7.194).	

M-601B

1,2,3,4,5 —1,2,3,4,5 1,2,3,4,5 FA 85 65 ELECT COI EAT F db ಣ Ю 3.0 KW 30 230 VOLTS 230 160 160 RM 123 ----RM 116 ELECTRIC HEATER SCHEDULE EH-2 MEN'S ROOM
EH-3 MECH ROOM WOMEN'S ROOM SERVICE MARK VOTES

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# MECHANICAL SCHEDULES

LIVE FIRE EXERCISE SHOOT HOUSE PHASE 2-SUPPORTING FACILITIES VVARNG-VOLKSTONE TRAINING AREA KINGWOOD, WV

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# Pre-Bid Conference SIGN IN SHEET

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Request for Proposal No:	DEFK	10022/	PhI	LFSH
			Special Control	

Date: 20511172010

Request for Proposal No:	777	Date: 200002
Representative & Firm Name	Mailing Address	Telephone & Fax Number Email Address
Chuck Bowman  WV State Purchasing Division  1. Phillip 50-44  GRU GUTINGES	PO Box 50130 2019 Washington Street, East Charleston, WV 25305	T: 304-558-2157 F: 304-558-4115 Email: charles.a.bowmanjr@wv.gov T: \$\int 2 \int - \frac{2}{2} \int -
2. DALG ADAMS GREW ENGINEERS	801 Corporate Or. Lakington, KY 40503	T: 859-223-3999 F: 859-219-9059 Email: dadams@grwinc.com
3. Allen Tucker GRU ENGINEERS	801 Corporate Dr Lexington, KY 40503	T: \$59-223-3999 F: \$59-223-9419 Email: atucker@grwinc.com
4. Brian+Beau Henderson	RT2 BOX 285 Clark 16079 WU 26301	T: 304-623-2573 F: 304-326-2069 Email: be AUH @ WUDS(-NP):
5. JOE PALLONE DOD SPACE	ALEXANDRIA, V9 22308	T: 70] 417-9412 F: Email: joe : pallone @modspace
MASTER Dean MASTER Server Mid-ALANTIC	1945 Hurrisen auc 5/Kins, WV 26241	F: 304-636-8170  F: 304-636-8206  Email: 55dean 2@ Mac.Com
7. Rob Lang Corean River Group		T: 304-594-3991 F: Email: r/Ang @green river Ilc. net
8. WAYNE LLAFEMEND	26 Eggs 28	T: 304 842-8500 F: 304 842-8526 Email: Huffma) Coops Ax. Com
9. ChuckSheridan Jim Jamison	City NEOD, INC. 822 failment Rd nogt, 26501	T: 304-225-2056 F: 304-225-2254 Email: Carol OCity Neon. com

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# Pre-Bid Conference SIGN IN SHEET

(Please print legibly)

Request for Proposal No:	NOTE TO COMPANY AND	Date:	
Representative & Firm Name	Mailing Address	Telephone & Fax Number Email Address	
EX: SAMPLE " Chuck Bowman WV State Purchasing Division Werry Pevins	P.O BOX 685	T: 304-558-2157 F: 304-558-4115 Email: charles.a.bowmanjr@wv.gov T: 1-304-632 1600	
POST ENGENEERIN		F: 1-304-632 1501 Email: T: 304 791 4161	
3. Rich Stephens	KINGWOOD WV 26537 1549 TULIN WA	F: Email: <u>CD EMGINEER JNG @ WV.1</u> T: <u>(304/366 - 9697</u>	N <i>60.71</i> 27 N31
	FRIRMONT WV 26559 P.O. BOX 1395	F: 1304/366-9407 Email: Prenses @ Shuck constant of T: 304-598-2280	DOOK
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State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130 Charleston, WV 25305-0130

# Request for

DEFK10022

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Address correstondence to a tention of BUYER 32 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE

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

DIV ENGINEERING & FACILITIES CAMP DAWSON ARMY TRAINING SITE 240 ARMY ROAD

KINGWOOD, WV 26537-1077

304-329-4417

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

- 1. Awards will be made in the best interest of the State of West Virginia.
- 2. The State may accept or reject in part, or in whole; any bid.
- 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entitles.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### **INSTRUCTIONS TO BIDDERS**

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



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

### Request for Quotation

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PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 32 304-558-2544

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

GAULEY BRIDGE WV 25085

DIV	ENGIN	IEER	ING	&	FACI	LITI	ES
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KINGWOOD, WV 26537-1077

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# WVARNG LIVE FIRE EXERCISE SHOOTHOUSE PHASE 2 – SUPPORTING FACILITIES CONSTRUCTION

#### ADDENDUM ITEMS

The following are items of clarification to questions submitted by responding Bidders for the Live Fire Exercise Shoot House Phase 2 – Supporting Facilities Construction Project at the West Virginia Army National Guard, Volkstone Training Area, in Kingwood, WV. These clarifications shall be included in each Contractor's bid and shall become a part of the Construction Contract.

1. Detail 2 & 3 on A301 shows 5/8" drywall on top of trusses (under plywood sheathing). Is this type X drywall, or an exterior gypsum sheathing?

The 5/8" type 'X' Gypsum board base provides a smooth surface for adhering the membrane roof material to the substrate and is installed over the 5/8" plywood deck. The contractor shall provide an exterior, (type 'X') gypsum sheathing product similar to "GlassRoc" Type X by Certainteed (or equal), for its density and weather resistance characteristics.

2. Drawings call for exterior walls (types 1 and 1A) to be 3-5/8" x 20ga. Cold Formed Metal Specifications call for metal gauge to be at least 18ga. Which is correct?

The Specifications are correct. Provide 18 Ga. cold formed metal studs for exterior walls.

3. Do the exterior load bearing walls need to be engineered?

No.

4. I see no specification on alternates (ABI-2). Are there any specifications on the bulletproof wall (note 1 on A403) or the bulletproof ceiling tiles (notes 5 & 6 on A403)?

Specifications for the Live Fire Exercise Shoot House Equipment are in the Specifications Book after Section 10801-Toilet and Bath Accessories, and before Section 15010-Basic Mechanical Requirements.

5. Are the fan coil units ran off of the programmable thermostat only, or is their a ddc system that is going to control them and if so who is the control contractor for the base?

#### Stand alone programmable T-stats.

6. Exhaust fan 5, what are we tying the duct into at the ceiling level, it shows the 14" drops but not what they are tying into or who is supplying it?

The 14" diameter drops transition to the openings in the LFSH ceiling. Attach the duct to the shoot house ceiling per mechanical section 1 on sheet M-201 and SMACNA standards as referenced in spec section 15810. Refer to sheet key note 5 on architectural sheet A-403. Coordinate with shoot house provider.

7. Specification Section 08520 Aluminum Windows, 1.05 A. 2. C: 20 year finish warranty standard warranty for anodized is 3 years, please clarify.

#### Refer to attached revised Spec Section 08520 - Aluminum Windows.

8. Specification Section 08520 Aluminum Windows, 2.02 I: Windborne debris resistance is for a hurricane window, window specified is not. Please clarify.

Refer to attached revised Spec Section 08520 - Aluminum Windows.

- 9. Specification Section 08800
  - 1. Insulated glass make up is not provided. Please clarify.

Refer to attached revised Spec Section 08520 - Aluminum Windows for insulated glass specification.

2. Reflective, coated vision glass works in reverse when light in room is brighter than outside, is this glass required in windows?

Reflective, coated, vision glass is required only in interior window between Classroom 110 and AAR Control room 112 in AAR building.

3. Self cleaning glass only works if glass is in direct sunlight most of the day. Please clarify with insulating glass make up.

Delete references to self-cleaning glass in Section 08800 - Glazing. Refer to attached revised Spec Section 08520 - Aluminum Windows for information on insulated glass.

- 10. Delete Spec Section 08840 Plastic Glazing and all references to 1/4" Polycarbonate glazing on the Drawings. Polycarbonate glazing is not required. Refer to revised Section 08520 Aluminum Windows and Section 08800 Glazing, for all glazing required in this Contract.
- 11. Request for Substitution for TRACO windows in lieu of window specified shall be based on requirements included in Spec Section 08520 Aluminum Windows (Revised 13 August 2010).

**END OF ADDENDUM** 

### SECTION 08520 - ALUMINUM WINDOWS (Revised 13 August 2010)

#### PART 1 GENERAL

#### 1.01 Work Included

- A. Furnish and install aluminum architectural windows complete with hardware and related components as shown on drawings and specified in this section.
  - 1. All windows shall be HC50 commercial grade Double Hung windows.
- B. Glass and Glazing
  - 1. All units shall be factory glazed according to 2.01 E of this specification.
- C. Single Source Requirement
  - 1. All products listed in Section 2.01 shall be by the same manufacturer.

#### 1.02 Performance Requirements

- A. Windows shall conform to all AAMA/NWWDA 101/I.S.2 97 requirements for the window type referenced in 1.01.A. In addition, the following specific performance requirements shall be met.
  - 1. Air Infiltration Test
    - a. With ventilators closed and locked, test unit in accordance with ASTM E 283 at a static air pressure difference of 1.56 psf (75 Pa).
    - b. Air infiltration shall not exceed .10 cfm/SF (.50 l/s•m²) of unit.
  - 2. Water Resistance Test
    - With ventilators closed and locked, test unit in accordance with ASTM E 331/ASTM E 547 at a static air pressure difference of 12.0 psf (575 Pa).
    - b. There shall be no uncontrolled water leakage.
  - 3. Uniform Load Deflection Test
    - a. With ventilators closed and locked, test unit in accordance with ASTM E 330 at a static air pressure difference of 50.0 psf (2394 Pa), positive and negative pressure.
    - b. No member shall deflect over L/175 of its span.
  - 4. Uniform Load Structural Test
    - a. With ventilators closed and locked, test unit in accordance with ASTM E 330 at a static air pressure difference of 75.0 psf (3591 Pa), both positive and negative.
    - b. At conclusion of test there shall be no glass breakage, permanent damage to fasteners, hardware parts, support arms or actuating mechanisms, nor any other damage that would cause the window to be inoperable.
  - 5. Forced Entry Resistance
    - a. Windows shall be tested in accordance to ASTM F 588 or AAMA 1302.5 and meet the requirements of performance level 10.
  - 6. Condensation Resistance Test (CRF)
    - a. With ventilators closed and locked, test unit in accordance with AAMA 1503.1.
    - b. Condensation Resistance Factor (CRF) shall not be less than 51 (frame) and 59 (glass) when glazed with 1" (25 mm) insulated 1/4" (6 mm) clear, 1/2" (12 mm) air, 1/4" (6 mm) clear low emissivity glass
  - 7. Thermal Transmittance Test (Conductive U-Value)
    - a. With ventilators closed and locked, test unit in accordance with AAMA 1503.1.
    - b. Conductive thermal transmittance (U-Value) shall not be more than 0.56 BTU/hr•ft²•°F (3.17 W/m²•K) when glazed with 1" (25 mm) insulated 1/4" (6 mm) clear, 1/2" (12 mm) air, 1/4" (6 mm) clear low emissivity glass.

- 8. Thermal Transmittance Test (Conductive U-Value)
  - a. With ventilators closed and locked, test unit in accordance with NFRC-102.
  - b. Conductive thermal transmittance (U-Value) shall not be more than 0.52 BTU/hr•ft²•°F (2.95 W/m²•K) when glazed with 1" (25 mm) insulated 1/4" (6 mm) clear, 1/2" (12 mm) air, 1/4" (6 mm) clear low emissivity glass.

#### B. Project Wind Loads

- 1. The system shall be designed to withstand the following loads normal to the plane of the wall:
  - a. Positive pressure of 50 psf at non-corner zones.
  - b. Negative pressure of 50 psf at non-corner zones.
  - c. Negative pressure of 75 psf at corner zones.

#### 1.03 Quality Assurance

- A. Provide test reports from AAMA accredited laboratories certifying the performance as specified in 1.02.
- B. Test reports shall be accompanied by the window manufacturer's letter of certification, stating the tested window meets or exceeds the referenced criteria for the appropriate AAMA/NWWDA 101/I.S.2 97 window type.

#### 1.04 Submittals

- A. Contractor shall submit shop drawings; furnish samples, test reports, and warranties.
  - 1. Samples of materials shall be provided without cost to owner, i.e., metal, glass, fasteners, anchors, frame sections, mullion section, corner section, etc.

#### 1.05 Warranties

#### A. Total Window System

- 1. The responsible contractor shall assume full responsibility and warrant for one year the satisfactory performance of the total window installation which includes that of the windows, hardware, glass (including insulated units), glazing, anchorage and setting system, sealing, flashing, etc., as it relates to air, water, and structural adequacy as called for in the specifications and approved shop drawings.
- 2. Any deficiencies due to such elements not meeting the specifications shall be corrected by the responsible contractor at their expense during the warranty period.

#### B. Material and Workmanship

- 1. Per AAMA standard 601, provide written guarantee against defects in materials and workmanship, including anodic finish.
- 2. Warranty period shall be for 5 years from the date of substantial completion.

#### C. Glass

- 1. Provide written warranty for insulated glass units, that they will be free from obstruction of vision as a result of dust or film formation on the internal glass surfaces caused by failure of the hermetic seal due to defects in material and workmanship.
- 2. Warranty period shall be for 10 (ten) years.

#### PART 2 PRODUCTS

#### 2.01 Materials

#### A. Aluminum

1. Extruded aluminum shall be 6063-T5 alloy and tempered.

#### B. Hardware

- 1. Sweep latches shall be of white bronze with a US25D brushed finish.
- 2. An extruded aluminum spring catch shall be provided at the head of the windows to securely hold the top sash in position.
- 3. An extruded aluminum spring catch shall be provided at the sill of the lower sash.
- 4. Windows with spring latches shall also have standard sweep latches at the meeting rail.

#### C. Balances

#### Class 1, Block & Tackle

- 1. Balances shall be of appropriate size and capacity to hold sash in position in accordance with AAMA 101, Section 2.2.1.3.2 and AAMA 902, Section 8.1.
- 2. Balances shall be tested in accordance with AAMA 902, "Voluntary Specification for Sash Balances".
- 3. Balances shall meet all minimum AAMA 902 Class 1 requirements with a minimum .70 Manually Applied Force ratio (MAF).

#### D. Weather-Strip

1. All primary weather-strip shall be FIN-SEAL  $^{\circ}$  or equal.

#### E. Glass

1. Insulated, laminated glass shall be ASTM E774, Dual Seal, ANSI Z97.1, or CPSC 16 CRF 1201, consisting of 1/4" laminated glass exterior pane, 1/2" air space, and 1/4" clear, tempered glass interior pane. Laminated panes shall consist of 1/8" clear glass with .060" PVB interlayer and 1/8" clear, heat strengthened glass. Outboard glass ply of the laminated pane shall be heat strengthened.

#### F. Thermal Barrier

- 1. All exterior aluminum shall be separated from interior aluminum by a rigid, structural thermal barrier. For purposes of this specification, a structural thermal barrier is defined as a system that shall transfer shear during bending and, therefore, promote composite action between the exterior and interior extrusions.
- 2. Sills are thermally broken with 2 thermal struts, consisting of glass reinforced polyamide nylon, mechanically crimped in raceways extruded in the exterior and interior extrusions. All other frames and sash are thermally broken using the latest technology in two-part, high-density polyurethane. A nonstructural thermal barrier is unacceptable.

#### 2.02 Fabrication

#### A. General

- 1. All aluminum frame and vent extrusions shall have a minimum wall thickness of .080" (2 mm). Frame sill members shall have a minimum wall thickness of .094" (2.3 mm).
- 2. Mechanical fasteners, welded components, and hardware items shall not bridge thermal barriers.
- 3. Depth of frame shall not be less than 3 7/8" (98 mm).

#### B. Frame

1. Frame components shall be mechanically fastened.

#### C. Sash

- 1. All sash extrusions shall have a minimum wall thickness of .080" (2 mm).
- 2. All horizontal sash extrusions shall be tubular.
- 3. Corner connections shall be mechanically fastened.

#### D. Screens

- 1. Screen frames shall be extruded aluminum tubular framing sections and cross braces, roll formed from aluminum sheet, complying with SMA 1004 or SMA 1201. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline/anchor concealing edge of frame.
- 2. Aluminum wire fabric shall be 18-by-16 (1.1-by-1.3-mm) mesh of 0.011-inch- (0.28-mm-) diameter, coated aluminum wire, finish to be charcoal gray.
- 3. Screen mounting holes in the window frame shall be factory drilled.

E. Glazing

1. All units shall be glazed with the manufacturer's standard sealant process provided the glass is held in place by a removable, extruded aluminum, glazing bead. The glazing bead must be isolated from the glazing material by a gasket.

#### F. Finish

- 1. Anodic
  - a. Finish all exposed areas of aluminum windows and components with electrolytically deposited color in accordance with Aluminum Association Designation AA-M10-C22-A-41, Architectural Class 1. Color shall be clear annodized.

#### PART 3 EXECUTION

### 3.01 Inspection

- A. Job Conditions
  - 1. Verify that openings are dimensionally within allowable tolerances, plumb, level, clean, provide a solid anchoring surface, and are in accordance with approved shop drawings.

#### 3.02 Installation

- A. Use only skilled tradesmen with work done in accordance with approved shop drawings and specifications.
- B. Plumb and align window faces in a single plane for each wall plane, and erect windows and materials square and true. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.
- C. Adjust windows for proper operation after installation.
- D. Furnish and apply sealants to provide a weather tight installation at all joints and intersections and at opening perimeters. Wipe off excess material and leave all exposed surfaces and joints clean and smooth.

#### 3.03 Anchorage

A. Adequately anchor to maintain positions permanently when subjected to normal thermal movement, specified building movement, and specified wind loads.

### 3.04 Protection and Cleaning

A. After completion of window installation, windows shall be inspected, adjusted, put into working order and left clean, free of labels, dirt, etc. Protection from this point shall be the responsibility of the general contractor.

END OF SECTION

Agency	DEFK	
REQ.P.O#	10022	_

### **BID BOND**

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of _					Colonial Surety Co.
of					under the laws of the State of
NJ					and firmly bound unto the State
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	and truly to be made, we jo				
	Condition of the above oblig Administration a certain bid				Purchasing Section of the er into a contract in writing for
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		****			
	' THEREFORE, f said bid shall be rejected,				
hereto and sha agreement cre force and effect exceed the per The S way impaired of	all furnish any other bonds a ated by the acceptance of s at. It is expressly understoo nal amount of this obligation Surety, for the value receive	and insurance requisated bid, then this bid and agreed that an as herein stated.	uired by the bid o obligation shall be the liability of the essential and agrees that the liability of the essential agrees that the essential agrees the essential agrees that the essential agrees that the essential agrees the essential agrees that the essential agree agreement agr	r proposal, and shall in all e null and void, otherwise e Surety for any and all cla at the obligations of said Si	th the bid or proposal attached other respects perform the this obligation shall remain in full ims hereunder shall, in no event, urety and its bond shall be in no no said Surety does hereby
IN WI	TNESS WHEREOF, Princip	oal and Surety hav	e hereunto set th	neir hands and seals, and	such of them as are corporations
	neir corporate seals to be at				
	of August		- wood production	is no eighted by their prope	oriotio, and
-		-			
Principal Corpo	orate Seal				nstruction Company me of Principal)
				By Robert D. 1	
					st be President or e President)
				President	(Title)
Surety Corpora	te Seal			Coloriol Co	(Title)
outery corpora	ie Geal				rrety company me of Surety)
4 44],				Roberta Bi Atl	rd Roberta Bird omey-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

### **Colonial Surety Company**

Administrative Office 50 Chestnut Ridge Road Montvale, NJ 07645

#### **CONSENT OF SURETY**

Div Engineering and Facilities Camp Dawson Army Training Site Kingwood, WV 26537

RE: Renovation of the Volkstone Live Fire Shoot House Project

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

**Danhill Construction Company** 

Gauley Bridge, WV

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

**Danhill Construction Company** 

Gauley Bridge, WV

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

Signed and sealed this 31st day of August 2010.

**COLONIAL SURETY COMPANY** 

Roberta Rird

(Attorney-in-Fact)

### **COLONIAL SURETY COMPANY**

Duncannon, Pennsylvania Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

#### **GENERAL POWER OF ATTORNEY**

•	GENERAL		AI TOTAL		
Know all Men by These Present of the Commonwealth of Pennsyl make, constitute and appoint  WV Wayne Montvale and the State of New its name, place and stead, to exe	vania and having an adr lunziata or Anthony J. C v Jersey its true and lav	ministrative off Roberta Bird Simasko or Fre vful Attorney(s	ice in Montvale, Be ederick S. Gallo	ergen County, NJ do	es by these presents Gauley Bridge
	A	ny and Ali Bo	nds		
and to bind the Company thereby porate seal of the Company and of may do in the premises. Said appoint of the Colonial Surety Company at	duly attested by its Secr intment is made under a	retary, hereby ind by authority	ratifying and confir of the following res	ming all that the sa	id Attorney(s)-in-Fact
"Be it Resolved, that the Preside full power and authority to appoint the Company subject to the follow	t any one or more suitab	iny Secretary o ile persons as	r any Assistant Sec Attorney(s)-in-Fact	cretary shall be and to represent and ac	is hereby vested with t for and on behalf of
"Section I. Attorney-in-Fact. Atta Company, to execute, acknowled conditional or obligatory underta thereunder, and any such instrume the President and sealed and atte	ge and deliver, any and kings and any and all r ents so executed by any	all bonds, rec notices and do such Attorney	ognizances, contra	icts, agreements of g or terminating the	indemnity and other e Company's liability
"In Witness Whereof, Colonial Sure and its corporate seal to be hereto a	affixed the 2nd	day of			dent
State of New Jersey  County of Bergen	Incorporated  Sold Incorporated  1930  Sold Incorporated  1930	· /	Wayne I	Y COMPANY  Nunziata, President	£
On this 2nd day of		June		, in the	year 2010, before me
	Theresa Simmons		-		, personally appeared
					to be the person who
executed the within instrument as				<del>-</del>	n therein named and
acknowledged to me that the corpo			, 017 001	ian or are corporate	in dicioni hanica and
Notary Po	SA SIMMONS ublic of New Jersey expires September 2, 2010	9	Thereses	Simmons	
Vew Jerse		7	heresa Simmons /		Notary Public
I, the undersigned Secretary of C copy of the Original Power of Attor in force and effect.	Colonial Surety Compan rney issued by said Com	y, hereby certi pany, and do l	fy that the above a nereby further certi	and foregoing is a 1 fy that the said Pow	ull, true and correct er of Attorney is still
And I do hereby further certify th authority of the following resolution and held on the 30th of January 19	on adopted by the Boar	rd of Directors	of the Colonial Su	rety Company at a	ile under and by the meeting duly called
RESOLVED, that the signature of be affixed or printed by facsimile t nature and seal shall be valid and	to any certificate to a Po	ower of Attorn	tary of this Corpor ey of this Corporati	ation, and the seal ion, and that such p	of Corporation, may rinted facsimile sig-
GIVEN under my hand and the se August , 2010	eal of said Company, a	t Montvale, No	ew Jersey this	31st	day of
Original printed with Blue and Black ink. For verification of the authenticity of this Power of Atorney clerk. Please refer to the bond to which the power is attached.			Hall Fred	lerick S. Gallo, Secreta	erv

Form S-100-101 (Rev 5/10)

State of West Vinginia
County of Fagette

AND NOW, this _31st day of __August __, in the calendar year of _2010 _, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, Roberta Bird, attorney-in-fact of Colonial Surety Company _____, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

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

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

Notary Public in and for the

County of Fayette State of West Virginia

OFFICIAL SEAL

Notary Public, State Of West Virginia

JESSICA VANMETER

PO Box 27

Glen Ferris, WV 25090

My Commission Expires March 28, 2015

NOTARY PUBLIC

#### **COLONIAL SURETY COMPANY**

Duncannon, Pennsylvania
- Inc 1930-

#### FINANCIAL STATEMENT—DECEMBER 31, 2009

#### **ASSETS**

#### **LIABILITIES & SURPLUS**

*Stocks and Bonds\$	32,223,342	Reserve for Unearned Premiums\$	5,827,729
Cash in Office & Banks	3,218,201	Claim Reserves	12,748,559
Accrued Interest & Dividends	337,657	Other Liabilities	1,073,980
Premiums & Agents Balances Receivable	(113,313)	Collateral Held	817,685
Other Assets	1,497,758	Capital Stock	3,000,000
		Surplus	13,695,692
Total Admitted Assets	37,163,645	Total Liabilities & Surplus	37,163,645

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

# STATE OF NEW JERSEY COUNTY OF BERGEN

ss.:

I, Wayne Nunziata, President of COLONIAL SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2009.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 15th day of February, 2010.

Incorporated
On 1930

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

Vayne Nunziata

President

**Notary Public** 



# State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

STATE OF West Jugenia
COUNTY OF Jatte 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 <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.
Company Name)
By: Robert D. Hill
Title: Prasident
Date: 8/2/2010
Taken, subscribed and sworn to before me this $31$ day of $4ug 2010$ .
By Commission expires 328/2015
OFFICIAL SEAL Notary Public, State Of West Virginia JESSICA VANMETER PO Box 27 Glen Ferris, WV 25090
My Commission Expires March 28, 2015 (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.

Rev March 2009

RFQ No. DEFK10022

### STATE OF WEST VIRGINIA Purchasing Division

# **PURCHASING AFFIDAVIT**

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

#### **DEFINITIONS:**

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

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

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

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE
Vendor's Name: Daphill Construction Company
Authorized Signature: Robert D. Ishl Date: 8/3/2010
State of West Vinginia
County of <u>fagette</u> , to-wit:
Taken, subscribed, and sworn to before me this 3 day of August
My Commission expires March 28 , 2015.
AFFIX SEAL HERE NOTARY PUBLIC JUNEA VAN MOTARY
OFFICIAL SEAL Notary Public, State Of West Virginia
POBGY 27
Glen Ferris, WV 25090 My Commission Expires March 28, 2015