



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

# Request for Quotation

RFQ NUMBER  
 DEFK9016

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 JOHN ABBOTT  
 304-558-2544

VENDOR

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

SHIP TO

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	F.O.B.	FREIGHT TERMS
02/12/2009				

BID OPENING DATE: 03/19/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		\$399,950.00
BUILDING CONSTRUCTION  CONTRACT TO PROVIDE CONSTRUCTION SERVICES FOR THE WEST VIRGINIA ARMY NATIONAL GUARD, PER THE SPECIFICATIONS.  MANDATORY ON-SITE PRE-BID: 2/26/2009; 1:30 PM CAMP DAWSON, ENGINEER SKILLS BUILDING 240 ARMY ROAD KINGWOOD, WV 26537  EXHIBIT 5  WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.  NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						

**RECEIVED**  
 2009 MAR 19 P 12:30  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 304-632-1600	DATE 3/19/09
TITLE President	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>(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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert D. Hill*      TELEPHONE: 304-632-1600      DATE: 3/19/09  
 TITLE: President      FEIN: 55-0648251      ADDRESS CHANGES TO BE NOTED ABOVE

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<p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF</p>						

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<p>DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						

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<p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p>						

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NO. 2						
NO. 3						
NO. 4						
NO. 5						

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

*Robert D. Hill* ..... SIGNATURE  
 Danhill Construction Co. .... COMPANY  
 3/19/09 ..... DATE

REV. 11/96

CONTRACTORS LICENSE

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS

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<p>LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE: <i>Dan Hill</i></p> <p>CONTRACTORS NAME: <i>Danhill Construction Co.</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 001196</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-</p>						

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CONCERNING THIS QUOTE: <i>Robert Hill</i>						
***** THIS IS THE END OF RFQ DEFK9016 ***** TOTAL:						<u>\$399,950.00</u>

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VERTICAL SKILLS CONSTRUCTION BUILD-OUT  
Camp Dawson Training Site Command  
Kingwood, West Virginia

Submitted by Bidder: Danhill Construction Co.

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 Jerry Goff, Architecture, dated January 9, 2009 for the stipulated sums as follows:

**BASE BID:** All work including allowances.  
Three Hundred Ninety Nine Thousand Nine Hundred Fifty  
Dollars ..... \$ 399,950.00

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 **90 calendar days** from Notice To Proceed, subject to allowances made for delays in accordance with provisions of the specifications, documented and verified.

For each day of delay in substantial completion of the work, 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.

Alt. 1. \$2,500.00

**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. 1 3/4/2009 No. 2 3/12/2009 No. 3 \_\_\_\_\_ No. 4 \_\_\_\_\_

Signature: Robert D. Hill Date: 3/19/09

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

**RESPECTFULLY SUBMITTED:**

Signature Robert D. Hill Date: 3/19/09  
(Signature in Ink)

Name Robert D. Hill  
(Please Type or Print)

Title President

Firm Name Danhill Construction

Firm Address PO Box 685

Gauley Bridge, WV

25085



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

STATE OF WEST VIRGINIA,

COUNTY OF Yayette, TO-WIT:

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Danhill Construction Co.; and,  
(Company Name)
- 2. I do hereby attest that Danhill Construction Co.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

Danhill Construction Co.  
(Company Name)

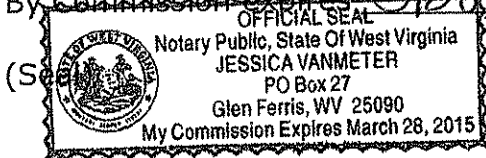
By: Robert D. Hill

Title: President

Date: 3/19/09

Taken, subscribed and sworn to before me this 19 day of March 2009.

By Commission expires 3/28/2015



Jessica VanMeter  
(Notary Public)

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

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

**West Virginia Code** §5A-3-10a provides that: 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.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

**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 materials, 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.

**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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

**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>.

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.

Vendor's Name: Danhill Construction Co.  
Authorized Signature: Robert D. Hill Date: 3/19/09



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

# Request for Quotation

RFQ NUMBER  
**DEFK9016**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT**  
**304-558-2544**

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

**SHIP TO**  
**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	F.O.B.	FREIGHT TERMS
03/04/2009				

BID OPENING DATE: **03/19/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM #01</b>						
THIS ADDENDUM IS ISSUED TO CLARIFY, MODIFY, AND ADD TO THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, PER THE ATTACHED DOCUMENTATION.						
QUESTION PERIOD: ADDITIONAL QUESTIONS REGARDING THE SPECIFICATIONS AND THE ADDENDUM SHALL BE EMAILED TO JOHN ABBOTT, SR. BUYER, NO LATER THAN 3/11/2009; 2:00 PM. QUESTIONS SHALL BE EMAILED TO: <b>JOHN.H.ABBOTT@WV.GOV</b>						
0001	1	LS		968-20		
BUILDING CONSTRUCTION						
***** THIS IS THE END OF RFQ DEFK9016 ***** TOTAL:						<b>\$ 399,950.00</b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert D. Hill*      TELEPHONE: **304-632-1600**      DATE: **3/19/09**

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

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

# Pre-Bid Meeting Minutes

Contract: DEFK9016

Engineer Skills Building, Camp Dawson, WV

The following constitutes Pre-bid Meeting Minutes for DEFK9016, Engineer Skills Building.

A pre-bid meeting was conducted at the site for the referenced project at 1330 hrs 26 Feb 2009. During the pre-bid meeting, LTC Suver welcomed those present for expressing interest in the subject project. Key Owner representatives were introduced and the following agenda items were covered:

## 1. ADMINISTRATIVE:

- a. All present contractors signed in.
- b. The project is a Federally funded, State administrated project.
- c. The user of the facility will be the West Virginia Army National Guard.
- d. The Administrator of the contract will be the Construction & Facilities Management Office, WVARNG.

## 2. INTRODUCTION:

- a. LTC Suver outlined key personnel associated with the project and address for the office. LTC Suver was introduced as the Administrative Contracting Officer, and Jeff Franklin as the Project Manager. Phone numbers and address were identified as follows:
  - i. Address  
1703 Coonskin Drive  
Charleston, WV 25311
  - ii. LTC Bill Suver Administrative Contracting Officer  
Bill.suver@wv.ngb.army.mil  
(304) 561-6454
  - iii. Jeff Franklin, Project Manager



- b. John Abbott is the buyer for State Purchasing Division. All questions must be submitted in writing to Mr. Abbott, who will distribute for resolution. Direct discussion is not authorized with the Engineer, the Facilities Engineer, or the Project Manager. State Wage Rates applies for this project. Bid Opening is set for 19 Mar 2009. @ 1:30 P.M.

3. The Designer of Record, Jerry Goff Architect.

- i. Address:  
Jerry Goff Architecture  
100 First Ave  
St. Albans, WV 25177  
Ph: (304) 722-3379

4. LTC Suver discussed security, work hours, access to the site, and temporary facilities. The Contractor will have access to the site from 0700 to 1800 hrs, Monday to Friday. If work hours must be modified, these will be approved on a case-by-case via the Project Manager (CPT Franklin). The contractor is required to provide to the Superintendent, a listing of personnel, which will be gaining access to the site. Superintendence: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job. The contractor will provide a port-a-john for all personnel involved with Construction. A list of all workers will be required in order to gain access to Camp Dawson.
5. Liquidated Damages is \$500 per day and there is 90 days to complete the project after the NTP.
6. All construction activities will be in conjunction with OHSA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OHSA. All construction activities on site will be a hardhat area and marked as such. Cleanup is required daily by each perspective sub and General Contractor: No open dumps of construction materials and no burning on site.
7. LTC Suver discussed the submittal process and encouraged the contractors to stay with the manufacturers outlined in the specifications and any proposed substitution must be submitted prior to bidding.
8. The meeting was opened for Questions by the Contractors. See attached addendum items.
9. LTC Suver closed the meeting and thanked the Contractors for their interest in the project. LTC Suver outlined that the meeting notes will be published through state purchasing, along with clarifications to contract documents. Any questions will be addressed through an Addendum released after the question period has closed. It was also stressed that any further questions between now and bid award must be directed to John Abbott at State Purchasing.

See Page 1 for questions submission.

Prepared by:



BILL SUVER  
Business Manager  
CFMO, WVARNG

**ATTACHMENTS:**

- 1: PRE-BID CONFERENCE SIGN IN SHEET
- ADDENDUM ITEMS

**JERRY GOFF, ARCHITECT****ADDENDUM**

100 First Avenue P.O. Box 1356 St. Albans, WV 25177 304 722-3379 Fax 304 722-3370

**ADDENDUM NO. 1**

To: Contractors  
 From: Jerry Goff, AIA  
 Date: March 3, 2009  
 Re: Vertical Skills Building  
 WVARNG Camp Dawson

Drawings and Specifications for the Vertical Skills Building, Kingwood, West Virginia dated January 9, 2009 as prepared by Jerry Goff Architecture, St. Albans, WV, are hereby amended and all costs accruing, which may result due to the following, shall be included in proposals for this project.

**SPECIFICATIONS**

**BID FORM:** All proposals are to be submitted on attached Bid Form.

**08710 - Finish Hardware** - Attached Section 08710 is hereby made part of the work.

**DRAWINGS**

1. Note CN-1: extend drywall on underside of roof trusses to six feet from fire rated wall.
2. DELETE note CN-5 on Drawing A-1.
3. The partition between Training Bay 101 and the center build out is not a fire rated partition, therefore, Door 01 and 20 are NOT fire rated doors.
4. Training Bays shall have drywall installed only on the center build out walls.
5. Interior stair handrail shall be painted in color as directed by Owner.
6. Interior, visible stair stringers shall be painted in color as directed by Owner.
7. Refer to Door Schedules on Drawings A-1 and A-2 for fire rated doors.
8. DELETE Door 02; relocated Door 08 to center of partition between Corridor 103 and Tool Room 102; Door 08 shall be type 'B' as shown on Drawing A-1.
9. Door hardware set numbers are listed in the Door Schedules on Drawings A-1 and A-2. Coordinate these numbers with specification section 08710, attached to this Addendum.
10. Metal-clad cables are permitted in the wood stud walls.
11. DRYWALL PARTITION DETAILS, DRAWING A-3: Where 2x6 studs make up wall framing, use 5 1/2" fire blanket insulation. Where 2x4 studs make up wall framing, use 3 1/2" fire blanket insulation.

**Proposal Form**  
**VERTICAL SKILLS CONSTRUCTION BUILD-OUT**  
**Camp Dawson Training Site Command**  
**Kingwood, West Virginia**

Submitted by Bidder: Danhill Construction Co.

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 Jerry Goff, Architecture, dated January 9, 2009 for the stipulated sums as follows:

**BASE BID:** All work including allowances, except work included in Alternates Proposals.  
Three Hundred Ninety Nine Thousand Nine Hundred Fifty Dollars  
.....\$ 399,950.00

**ALTERNATE BID ITEM:**

**Alternate No. 1 - Concrete Apron:**

State amount to be ADDED to Base Bid to provide 18' x 16' x 6" thick, 4,000 psi, fiber reinforced concrete pad. Locate as directed by Owner.

ADD \$ 2,500.00

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 **90 calendar days** from Notice To Proceed, subject to allowances made for delays in accordance with provisions of the specifications, documented and verified.

For each day of delay in substantial completion of the work, 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.

**08710 - FINISH HARDWARE****PART 1 - GENERAL****1.1 Related Documents**

- A. Drawings and General Provisions of Contract, including General and Supplementary Conditions, and Division-1 Specification Sections apply to work of this section.

**1.2 Description Of Work**

- A. Definition: Finish Hardware includes items known commercially as finish hardware which are required for swing, sliding and folding doors, except special types of unique and non-matching hardware specified in the same section as the door and door frame.
- B. Extent of finish hardware required is indicated on drawings and in schedules.
- C. Types of finish hardware required include, but are not limited to the following:
1. Hinges.
  2. Lock cylinders and keys.
  3. Lock and latch sets.
  4. Keys.
  5. Exit devices.
  6. Push/pull units.
  7. Closers.
  8. Overhead holders.
  9. Miscellaneous door control devices.
  10. Door trim units.
  11. Protection plates.
  12. Weatherstripping for exterior doors.
  13. Sound stripping for interior doors.
  14. Automatic drop seals (door bottoms).
  15. Astragals or meeting seals on pairs of doors.
  16. Thresholds.
- D. The following work is included under other sections:
1. Silencers included integral with hollow metal frames specified with door frames elsewhere in Division 8.
  2. Installation of hardware - Finish Carpentry and Millwork Section 06200.
  3. Hardware for securing rough carpentry materials - Rough Carpentry Section 06200.
  4. Hardware for following items:
    - a. Casework or Cabinetry - Section 06200.

**1.3 Quality Assurance**

- A. Manufacturer: Obtain each type of hardware (latch and lock sets, hinges, closers, etc.) from a single manufacturer, although several may be indicated as offering products complying with requirements.
- B. Supplier: A recognized architectural finish hardware supplier, with warehousing facilities, who has been furnishing hardware in the project's vicinity for a period of not less than 5 years.

Who is, or who employs an experienced, certified, by a seal, architectural hardware consultant (AHC). Who is available at reasonable times during the project, for consultation. All submittals sent by the hardware supplier shall also be stamped with the architectural hardware consultants seal.

- C. Fire-Rated Openings: Provide hardware for fire-rated openings in compliance with NFPA Standard No. 80 and local building code requirements. Provide only hardware which has been tested and listed by UL or FM for types and sizes of doors required and complies with requirements of door and door frame labels.
1. Where emergency exit devices are required on fire-rated doors, (with supplementary marking on doors UL or FM labels indicating Fire Door to be Equipped with Fire Exit Hardware), provide UL or FM label on exit devices indicating Fire Exit Hardware.

#### 1.4 Submittals

- A. Product Data: Submit manufacturers' technical product data for each item of hardware in accordance with Division-1 section Submittals. Include whatever information may be necessary to show compliance with requirements, and include instructions for installation and for maintenance of operating parts and finishes.
- B. Hardware Schedule: Submit final hardware schedule in manner indicated below. Coordinate hardware with doors, frames and related work to insure proper size, thickness, hand, function and finish hardware. Horizontal schedules are not permitted.
1. Final Hardware Schedule Content: Based on finish hardware indicated, organize hardware schedule into hardware sets indicating complete designations of every item required for each door or opening. Include the following information:
    - a. Type, style, function, size and finish of each hardware item.
    - b. Name and manufacturer of each item, along with manufacturer's cut sheets.
    - c. Fastenings and other pertinent information.
    - d. Location of hardware set cross-referenced to indications on Drawings both on floor plans and in door and frame schedule.
    - e. Explanation of all abbreviations, symbols, codes, etc. contained on schedule.
    - f. Mounting locations for hardware.
    - g. Door and frame sizes and materials.
    - h. Keying information.
    - i. Stamped with a certified architectural hardware consultant seal
  2. Submittal Sequence: Submit schedule at earliest possible date particularly where acceptance of hardware schedule must precede fabrication of other work (e.g., hollow metal frames) which is critical in the project construction schedule. Include with schedule the product data, samples, shop drawings of other work affected by finish hardware, and other information essential to the coordinated review of hardware schedule.
  3. Submittal Sequence: Submit initial draft of schedule along with essential product data in order to facilitate the fabrication of other work (e.g., hollow metal frame) which is critical in the project construction schedule. Submit final draft of schedule after samples, product data, coordination with shop drawings of other work, delivery schedules, and similar information has been completed and accepted.
  4. Keying Schedule: Submit separate detailed schedule indicating clearly how the Owners final instructions on keying of locks has been fulfilled.
- C. Samples: Prior to submittal of the final hardware schedule and prior to final ordering of finish hardware, submit one sample of each type of exposed hardware unit, finished as required, and tagged with full description for coordination with schedule.

1. Samples will be returned to the supplier. Units which are acceptable and remain undamaged through submittal, review and field comparison procedures may, after final check of operation, be used in the work, within limitations of keying coordination requirements.
- D. Templates: Furnish hardware templates to each fabricator of doors, frames and other work to be factory-prepared for the installation of hardware. Upon request, check shop drawings of such other work, to confirm that adequate provisions are made for proper location of hardware.

### 1.5 Product Handling

- A. Tag each item or package separately, with identification related to final hardware schedule, and include basic installation instructions with each item or package.
- B. Packaging of hardware is responsibility of supplier. As material is received by hardware supplier from various manufacturers, sort and repackage in containers clearly marked with appropriate hardware set number to match set numbers of approved hardware schedule. Two or more identical sets may be packaged in same container.
- C. Inventory hardware jointly with representatives of hardware supplier and hardware installer until each is satisfied that count is correct.
- D. Deliver individually packaged hardware items at the proper times to the proper locations (shop or project site) for installation.
- E. Provide secure lock-up for hardware delivered to the project, but not yet installed. Control handling and installation of hardware items which are not immediately delayed by hardware losses, both before and after installation.

## **PART 2 - PRODUCTS**

### 2.1 Scheduled Hardware

- A. Requirements for design, grade, function, finish, size and other distinctive qualities of each type of finish hardware is indicated in the Finish Hardware Data Sheet and Hardware Schedule at the end of this section. Products are identified by using hardware designation numbers of the following:
  1. Manufacturers' Product Designations: One or more manufacturers are listed for each hardware type required. Provide either the product designated, or, where more than one manufacturer is listed, the comparable product of one of the other manufacturers which comply with requirements including those specified elsewhere in this section.

### 2.2 Materials And Fabrication

- A. General:
  1. Hand of door: Drawings show direction of slide, swing or hand of each door leaf. Furnish each item of hardware for proper installation and operation of door movement as shown.
  2. Manufacturers Name Plate: Do not use manufacturers products which have manufacturers name or trade name displayed in a visible location (omit removable nameplates), except in conjunction with required UL labels and as otherwise acceptable to Architect.

- a. Manufacturers identification will be permitted on rim of lock cylinders only.
- b. Base Metals: Produce hardware units of basic metal and forming method indicated, using manufacturers standard metal alloy, composition, temper and hardness, but in no case of lesser (commercially recognized) quality than specified for applicable hardware units by applicable ANSI A156 series standard for each type hardware item and with ANSI A156.18 for finish designations indicated. Do not furnish optional materials or forming methods for those indicated, except as otherwise specified.
- 3. Fasteners: Provide hardware manufactured to conform to published templates, generally prepared for machine screw installation. Do not provide hardware which has been prepared for self-tapping sheet metal screws, except as specifically indicated.
- 4. Furnish screws for installation, with each hardware item. Provide Phillips flat-head screws except as otherwise indicated. Finish exposed (exposed under any condition) screws to match hardware finish or, if exposed in surfaces of other work, to match finish of such other work as closely as possible, including prepared for paint in surfaces to receive painted finish.
- 5. Provide concealed fasteners for hardware units which are exposed when door is closed, except to extent no standard units of type specified are available with concealed fasteners. Do not use thru-bolts for installation where bolt head or nut on opposite face is exposed in other work, except where it is not feasible to adequately reinforce the work. In such cases, provide sleeves for each thru-bolt or use sex screw fasteners.
- 6. Tools and Maintenance Instructions for Maintenance: Furnish a complete set of specialized tools and maintenance instructions as needed for Owners continued adjustment, maintenance, and removal and replacement of finish hardware.

**2.3 Materials**

A. Catalog Numbers: Unless otherwise specified, hardware numbers are taken from the catalogs of:

BUTTS	HAGER
LOCK SETS (EXTERIOR)	SARGENT / GOVERNMENT FF-H-105 "SERIES 86 DEAD BOLT TYPE
LOCK SETS	SARGENT (NO SUBSTITUTION)
CYLINDERS	SARGENT (NO SUBSTITUTION)
CLOSERS	SARGENT (NO SUBSTITUTION)
EXIT DEVICES	SARGENT (NO SUBSTITUTION)
KICKPLATES	ROCKWOOD
THRESHOLD & SEALS	NATIONAL GUARD
WALL STOPS	ROCKWOOD
OH STOPS	SARGENT
FLUSH BOLTS	ROCKWOOD

B. Other Manufacturers: Hardware of the same types, weight and function approved by the Architect and as manufactured by the following manufacturers may be bid, except NO SUBSTITUTION ON THE ITEMS LISTED.

BUTTS	MCKINNEY/STANLEY
LOCKSETS	NO SUBSTITUTION
EXIT DEVICES	NO SUBSTITUTION
CLOSERS	NO SUBSTITUTION
STOPS	IVES, HAGER
DOOR TRIM	IVES, HAGER
THRESHOLDS	NATIONAL GUARD, ZERO



ALL OTHER HARDWARE ITEMS NOT LISTED BY THE ABOVE MANUFACTURERS MUST BE APPROVED IN WRITING BY THE ARCHITECT, TEN (10) DAYS PRIOR TO BID DATE.

- C. Keying: All locks and cylinders shall be operated by the existing SARGENT GRANDMASTER KEY.
- D. Final keying to determine keyed alike sets, master key groups, etc. shall be as directed by Owners representative.
1. Furnish: 4 Grandmaster Keys.  
6 Each Master Keys for each set required.
- E. Finish: Provide all hardware with - US26D unless otherwise noted
- F. Lock Design: LL / Finish - US26D
- G. Exit Devices: Finish - US32D (with ETL trim design)
- H. Butts: Finish - US26D All hinges to be 5 knuckle construction. Pins in non-ferrous hinges to be stainless steel and plain steel in all ferrous hinges - all pins shall be the non-rising type with a hole through plug to facilitate pin removal. Furnish (NRP) Non-Removable Pin feature where specified. Furnish heavyweight and standard weight where noted. Furnish all butts with Phillips Head Screws.
- I. Kick Plates: Finish - US32D - 8" x 2" less width of door. .050 16 gauge, pairs of doors to be 1" less than door width.
- J. Mop Plates: Finish - US32D - 4" x 1" less width of door. .050 16 gauge, pairs of doors to be 1" less than door width.
- K. Closers: Finish - Sprayed Aluminum. Where required, provide parallel arm closers. Size as per manufacturers recommendation. Furnish where listed on schedule.
- L. Push Plates and Pulls: Finish - US32D. Design and type as listed.
- M. Door Stops and Holders: Finish - Match Existing. Furnish wall type (Rockwood #403) on all doors. Where wall bumpers are not applicable, provide O.H. Stops, Sargent 1540 series. Check at job for proper types after doors are hung and as approved by the Architect.
- N. Thresholds: Aluminum - type as listed
- O. Rubber Silencers: Furnish silencers as required for hollow metal frames. 3 each single, 2 each pair.
- P. Packing and Marking: Package each item of hardware and each lock set separately in individual containers, complete with necessary screws, keys, instructions, and installation template for spotting mortising tools. Provide 10% additional screws for all types of hardware. Mark each container with item number corresponding to number shown on approved Hardware Schedule. Keep knobs suitably covered during construction period.
- Q. Key Cabinet: Lund type 1200 series two tag system. Size required: allow for 25% expansion.
- R. Dutch Door Bolt: Ives type 054 with mortise strike.

## **PART 3 - EXECUTION**

### **3.1 Installation**

- A. Mount Hardware units at heights indicated in "Recommended Locations for Builders Hardware for Standard Steel Doors and Frames" by the Door and Hardware Institute, except as specifically indicated or required to comply with governing regulations, and except as specifically indicated or required to comply with governing regulations, and except as may be otherwise directed by Architect.
- B. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished in another way, coordinate removal, storage and reinstallation or application of surface protection with finishing work specified in the Division-9 sections. Do not install surface-mounted items until finishes have been completed on the substrate.
- C. Door closer attachment: Thru-bolt door Closers to all doors utilizing sex-bolt type fasteners.
- D. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- E. Drill and countersink units which are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.
- F. Set thresholds for exterior doors in full bed of butyl-rubber or polyisobutylene mastic sealant.
- G. Install special seals and systems in strict accordance with manufacturer's recommendations to achieve specified ratings and requirements.

### **3.2 Door Signs**

Furnish "FIRE DOOR KEEP CLOSED" signs for both sides of all Fire Rated doors. Two inch (2") white plastic plate x one inch (1") red letters.

### **3.3 Adjust And Clean**

- A. Adjust and check each operating item of hardware and each door, to ensure proper operation or function of every unit. Replace units which cannot be adjusted to operate freely and smoothly as intended for the application made.
- B. Clean adjacent surfaces soiled by hardware installation.
- C. Final Adjustment: Wherever hardware installation is made more than one month prior to acceptance or occupancy, and make final check and adjustment of all hardware items in such space or area. Clean operating items as necessary to restore proper function and finish of hardware and doors. Adjust door control devices to compensate for final operation of heating and ventilating equipment.
- D. Instruct Owner's Personnel in proper adjustment and maintenance of hardware and hardware finishes, during the final adjustment of hardware.

- E. Continued Maintenance Service: Approximately six months after the acceptance of hardware in each area, the Installer, accompanied by the representative of the latch and lock manufacturer, shall return to the project and readjust every item of hardware to restore proper function of doors and hardware. Consult with and instruct Owner's personnel in recommended additions to the maintenance procedures. Replace hardware items which have deteriorated or failed due to faulty design, materials or installation of hardware units. Prepare a written report of current and predictable problems (of substantial nature) in the performance of the hardware.

### 3.4 Hardware Schedule

#### SET 1

3 each	Butts	BB1168 4.5 x 4.5
1 each	Exit Device	12 8843 ETJ
1 each	Closer	351 P10
1 each	Kick Plate	8" x 2" ldw
1 each	Mop Plate	4" x 1" ldw
1 each	Stop	as required

#### SET 2

3 each	Butts	BB1279 4.5 x 4.5
1 each	Latchset	8215
1 each	Closer	351 OU
1 each	Kick Plate	8" x 2" ldw
1 each	Mop Plate	4" x 1" ldw
1 each	Stop	as required

#### SET 3

3 each	Butts	BB1279 4.5 x 4.5
1 each	Lockset	8237
1 each	Closer	351 OU
1 each	Kick Plate	8" x 2" ldw
1 each	Mop Plate	4" x 1" ldw
1 each	Stop	as required

#### SET 4

3 each	Butts	BB1279 4.5 x 4.5
1 each	Lockset	8205
1 each	Kick Plate	8" x 2" ldw
1 each	Mop Plate	4" x 1" ldw
1 each	Stop	as required

SET 5

1 each	Hinge	780-112HD
1 each	Exit Device	8943
1 each	Closer	350 PS
1 set	Weatherstrip	160AV
1 each	Threshold	513
1 each	Sweep	C627

SET 6

4 each	Butts	BB1279 4.5 x 4.5
1 each	Lockset	8205
1 each	Dutch Door Bolt	054
1 each	Kick Plate	8" x 2" ldw
1 each	Mop Plate	4" x 1" ldw
1 each	Stop	as required

<u>NAME</u>	<u>Company</u>	<u>Phone</u>	<u>Email</u>
SAM Proctor	Veritas Contracting	304-598-2285	veritascontract15@earthlink.com
Dale Legg	Danhill Construction Co.	304-632-1600	rdanhill@hotmail.com
Tim Perry	PERRY Elec.	304-216-5134	Timothy.Perry@frontiernet.net
Tom Andrews	ALLEGHENY Restoration	304-594-2570	tom@allegheyrrestoration.com
Sheldon Raber	Lee Reger Builds	304-592-2083	sraber@lrbuilds.com
John Kissella	LEE REGER BUILDS, INC.	304-592-2083	JKISSELLA@LRBUILDS.COM
MIKE WOLFORD	POERIO INC. (RAY GEGIK)	(412) 366-6767	Poerio@poerio.com
CRAIG Lambert	CFAD	304-561-6345	Craig.Lambert@us.army.mil
Charles Rhodes	197th RTI	304-791-4913	dusty.rhodes@us.army.mil
Rosetta Riggelman	City Construction Co.	304-623-2573	Beaut@wvdst.net
Bob Aversum	Rt 1 Box 500 Rowlesburg	304-454-9714	BobAversum@vnet.com
CPT Jeff Franklin	Comp Divison WVARNG	304-791-4333	}
MSG Daniel Owens	WVARNG	304-791-4910	

Dmw |

Name	Company	Phone	Email
* Sam Proctor	Veritas Contracting	304-598-2285	<a href="mailto:veritascontract@aol.com">veritascontract@aol.com</a>
* Dale Legg	Danhill Construction	304-632-1600	<a href="mailto:rdanhill@hotmail.com">rdanhill@hotmail.com</a>
Tim Perry	Perry Elec.	304-216-5134	<a href="mailto:timothyperry@frontiernet.net">timothyperry@frontiernet.net</a>
* Tom Anderson	Allegheny Restoration	304-594-2570	<a href="mailto:tom@alleghenyrestoration.com">tom@alleghenyrestoration.com</a>
* Sheldon Raber	Lee Reger Builds Inc.	304-592-2083	<a href="mailto:sraber@lrbuils.com">sraber@lrbuils.com</a>
* John Kissella	Lee RegerBuilds Inc.	304-592-2083	<a href="mailto:jkissella@lrbuils.com">jkissella@lrbuils.com</a>
* Mike Wolford	Poerio, Inc.	1 412-366-6767	<a href="mailto:Poerio@poerio.com">Poerio@poerio.com</a>
Craig Lambert	CFMO	304-561-6345	<a href="mailto:Craig.lambert@us.army.mil">Craig.lambert@us.army.mil</a>
Charles Rhodes	197 <sup>th</sup> RTI	304-791-4913	<a href="mailto:Dusty.rhodes@us.army.mil">Dusty.rhodes@us.army.mil</a>
* Rosetta Riggelman	City Construction	304-623-2573	<a href="mailto:bealh@wvdsl.net">bealh@wvdsl.net</a>
Bob Ayersmen	Rt 1, Box 500, Rowlesburg	304-454-9214	<a href="mailto:bonaheaty@yahoo.com">bonaheaty@yahoo.com</a>
CPT Jeff Franklin	Camp Dawson	304-791-4333	<a href="mailto:Jeffrey.c.franklin@us.army.mil">Jeffrey.c.franklin@us.army.mil</a>
MSG Daniel Owens	WVARNG	304-791-4910	<a href="mailto:Danny.owens@us.army.mil">Danny.owens@us.army.mil</a>



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

# Request for Quotation

RFQ NUMBER
DEFK9016

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

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

SHIP TO	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	F.O.B.	FREIGHT TERMS
03/12/2009				

BID OPENING DATE: 03/19/2009      BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
ADDENDUM #02  THIS ADDENDUM IS ISSUED TO ANSWER VENDOR QUESTIONS, PER THE ATTACHED DOCUMENTATION.						
***** THIS IS THE END OF RFQ DEFK9016 *****						TOTAL: \$ 399,950.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Robert D. Hill</i>	TELEPHONE	304-632-1600	DATE	3/19/09
TITLE	President	FEIN	55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**JERRY GOFF, ARCHITECT****ADDENDUM**

100 First Avenue    P.O. Box 1356    St. Albans, WV 25177    304 722-3379    Fax 304 722-3370

**ADDENDUM NO. 2**

To: Contractors  
 From: Jerry Goff, AIA  
 Date: March 11, 2009  
 Re: Vertical Skills Building  
 WVARNG Camp Dawson

Drawings and Specifications for the Vertical Skills Building, Kingwood, West Virginia dated January 9, 2009 as prepared by Jerry Goff Architecture, St. Albans, WV, are hereby amended and all costs accruing, which may result due to the following, shall be included in proposals for this project.

**DRAWINGS**

1. Drawings A-1 & A-2; Construction Note CN-1 - ADD the following to the end of the note:  
     "Re-install metal wall panels over new 5/8" firecode drywall."
2. Drawing A-1; Room Finish Schedule - Revise as follows:  
     Room 101 "Training Bay" walls shall be metal.  
     Room 108 "Training Bay" walls shall be metal.
3. Drawing E-2; Light Fixture Schedule  
     Equivalent "Daybrite" fixture submittal, dated March 6, 2009, by RepcoII.

**SPECIFICATIONS**

- 15532 - Gas-Fired Furnaces** - ADD the following under Approved Manufacturers:  
 2.1.A.10.b.3. Rheem

**End of Addendum No. 2**



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV001196

**Classification:**

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

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

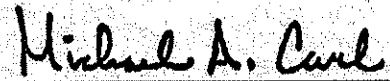
**Date Issued**

AUGUST 06, 2008

**Expiration Date**

AUGUST 06, 2009

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/7/2008

PRODUCER (304)720-2000 FAX: (304)720-2002  
Mountain State Insurance Agency  
1206 Kanawha Blvd. E.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Charleston WV 25301

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

INSURER A: Westfield

24112

DanHill Construction Company (Inc.)  
Box 685

INSURER B:

INSURER C:

INSURER D:

INSURER E:

Gauley Bridge WV 25085

## COVERAGES

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

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CWP3808332	5/24/2008	5/24/2009	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:					
		<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A		AUTOMOBILE LIABILITY	CWP3808332	5/24/2008	5/24/2009	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/> HIRED AUTOS					
		<input type="checkbox"/> NON-OWNED AUTOS					
A		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
							\$
A		EXCESS/UMBRELLA LIABILITY	CWP3808332	5/24/2008	5/24/2009	EACH OCCURRENCE	\$ 5,000,000
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CWP3808332	5/24/2008	5/24/2009	WC STATU-TORY LIMITS	OT-H-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

This certificate is only for proof of insurance. This certificate does not confer on or extend insurance coverage to any recipient. This certificate does not amend any insurance coverages. All insurance coverages are subject of the policy terms and conditions.

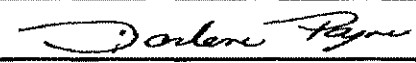
### CERTIFICATE HOLDER

For Insurance Purposes Only

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
Darlene Payne/DARLEN





**PRODUCER:**

BrickStreet Mutual Insurance Company  
400 Quarrier Street  
Charleston, WV 25301

**CERTIFICATE HOLDER:**

DANHILL CONSTRUCTION COMPANY  
PO BOX 685  
GAULEY BRIDGE, WEST VIRGINIA 25085-0685

**INSURED:**

DANHILL CONSTRUCTION COMPANY  
PO BOX 685  
GAULEY BRIDGE, WEST VIRGINIA 25085-0685

**CERTIFICATE OF INSURANCE**

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancelation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

**POLICY NUMBER: WC10009090-05**

**DATE CERTIFICATE ISSUED: 09/02/2008**

**POLICY EFFECTIVE DATE: 08/28/2008**

**EXPIRATION DATE: 08/28/2009**

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

**LIMITS / COVERAGE**

**WORKERS COMPENSATION - STATUTORY LIMITS**

**EMPLOYERS LIABILITY LIMITS:**

<b>BODILY INJURY BY ACCIDENT:</b>	<b>\$ 100,000.00</b>	<b>EACH ACCIDENT</b>
<b>BODILY INJURY BY DISEASE:</b>	<b>\$ 500,000.00</b>	<b>POLICY LIMIT</b>
<b>BODILY INJURY BY DISEASE:</b>	<b>\$ 100,000.00</b>	<b>EACH EMPLOYEE</b>

**WV BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT -  
COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)**

**FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT -  
COVERAGE FOR WV CODE 23-4b-1 - FEDERAL BLACK LUNG COVERAGE**

**SPECIAL PROVISIONS IF ANY:**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company  
of Gauley Bridge, West Virginia, as Principal, and Colonial Surety Co.  
of Montvale, New Jersey, a corporation organized and existing under the laws of the State of NJ  
with its principal office in the City of Montvale, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Twenty Eight Thousand Seven Hundred (\$ 28,700.00 ) for  
the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors,  
successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Renovations to Skills Building at Camp Dawson

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
19<sup>th</sup> day of March, 20 09.

Principal Corporate Seal

Danhill Construction Company  
(Name of Principal)  
By Robert D. Hill *Robert D. Hill*  
(Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

Colonial Surety company  
(Name of Surety)  
Roberta Bird *Roberta Bird*  
Attorney-in-Fact

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

**Colonial Surety Company**

Administrative Office  
50 Chestnut Ridge Road  
Montvale, NJ 07645

**CONSENT OF SURETY**

DOE, WWANG Camp Dawson  
Army Training Site  
Kingwood, WV 26537

**RE: Renovations to Skills Building**

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

**Danhill Construction Company  
Glen Ferris, WV**

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

**Danhill Construction Company  
Glen Ferris, WV**

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

Signed and sealed this 19th day of March 2009.

**COLONIAL SURETY COMPANY**

BY: Roberta Bird  
Roberta Bird (Attorney-in-Fact)

COLONIAL SURETY COMPANY

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

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

Glen Ferris WW its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

Be it Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.

In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 8th day of September, A.D., 2006.

State of New Jersey }
County of Bergen } SS.:



COLONIAL SURETY COMPANY

By [Signature]
Wayne Nunziata, President

On this 8th day of September, in the year 2006, before me
Theresa Simmons, a notary public, personally appeared
Wayne Nunziata, personally known to me to be the person who
executed the within instrument as President, on behalf of the corporation therein named and
acknowledged to me that the corporation executed it.



THERESA SIMMONS
A Notary Public of New Jersey
My Commission Expires September 2, 2010

[Signature]
Theresa Simmons Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation.

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 19th day of March, 20 09.

For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

[Signature]
Frederick S. Gallo, Secretary

State of West Virginia

County of Fayette

AND NOW, this 19th day of March, in the calendar year of 2009, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Bird, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

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

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

Notary Public in and for the

County of Fayette  
State of West Virginia



Jessica VanMeter  
NOTARY PUBLIC

**COLONIAL SURETY COMPANY**  
**Duncannon, Pennsylvania**  
**- Inc 1930 -**

**FINANCIAL STATEMENT—DECEMBER 31, 2007**

<b>ASSETS</b>		<b>LIABILITIES &amp; SURPLUS</b>	
*Stocks and Bonds .....	\$ 22,333,566	Reserve for Unearned Premiums.....	\$5,524,430
Cash in Office & Banks .....	2,802,343	Claim Reserves .....	9,472,120
Accrued Interest & Dividends.....	271,910	Other Liabilities .....	1,067,768
Premiums & Agents Balances Receivable ....	636,235	Collateral Held .....	462,719
Other Assets .....	875,886	Capital Stock .....	3,000,000
.....		Surplus .....	7,392,903
<b>Total Admitted Assets .....</b>	<b>26,919,940</b>	<b>Total Liabilities &amp; Surplus .....</b>	<b>26,919,940</b>

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

**STATE OF NEW JERSEY**                      **ss.:**  
**COUNTY OF BERGEN**

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, 2007.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 15th day of February, 2008.



*Wayne Nunziata*  
\_\_\_\_\_  
Wayne Nunziata                                      President

*Theresa Simmons*  
\_\_\_\_\_  
Theresa Simmons                                      Notary Public

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