



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  
**GSD096416**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

PROPERTY

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

PROPERTY

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305      304-558-2317

DATE PRINTED <b>10/01/2008</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <b>10/30/2008</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-79		\$ 535,000.00
<p>REPLACEMENT OF WINDOWS, BLDG#4</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS TO REPLACE THE WINDOWS IN BUILDING #4 LOCATED ON THE WEST VIRGINIA CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, OCTOBER 14, 2008 AT 10:00 AM IN THE FOOD COURT LOCATED IN THE BASEMENT OF BUILDING #1 (THE MAIN CAPITOL BUILDING) LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR</p>						

RECEIVED  
 2008 DEC 11 P 12:23  
 PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *P. Robert D. Hill*      TELEPHONE: **632-1600**      DATE: **12-11-2008**

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."

---

**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



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  
**GSD096416**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY

TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

RFQ COPY

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2008				

BID OPENING DATE: **10/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL TECHNICAL QUESTIONS IS FRIDAY, OCTOBER 17, 2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCES BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING DATE AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>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 PURCHASING 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 PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</p> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>President</i>	632-1600	12-1-2008
TITLE	FERN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	55-0648251	

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



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

# Request for Quotation

RFQ NUMBER  
**GSD096416**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/01/2008				

BID OPENING DATE: **10/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA 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 \$1,000,000.00</p> <p>( ) 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> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B 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 TH</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>President</i>	<i>632-1600</i>	<i>12-11-2008</i>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	<i>55-0648251</i>	

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



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

# Request for Quotation

RFQ NUMBER  
**GSD096416**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV 25305  
 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/01/2008				

BID OPENING DATE: **10/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>President</i>	<i>632-1600</i>	<i>12-11-2008</i>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>President</i>	<i>55-0648251</i>	

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



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

# Request for Quotation

RFQ NUMBER  
**GSD096416**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED <b>10/01/2008</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>10/30/2008</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>President</i>	TELEPHONE <b>632-1600</b>	DATE <b>12-11-2008</b>
TITLE	FEIN <b>55-0648251</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**GSD096416**

PAGE  
**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/01/2008				

BID OPENING DATE: **10/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <p>NO. 1 .. 10.. 28.. 2008</p> <p>NO. 2 .. 11.. 3.. 2008</p> <p>NO. 3 .. 11.. 17.. 2008</p> <p>NO. 4 .. 11.. 26.. 2008</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 12-11-2008
TITLE President	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFQ NUMBER  
**GSD096416**

PAGE  
**7**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY

TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2008				

BID OPENING DATE: **10/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p>..... <i>Robert D. Hill</i> ..... SIGNATURE            ..... <i>Danhill Construction</i> ..... COMPANY            ..... <i>12.11.2008</i> ..... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>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 LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE <i>632-1600</i>	DATE <i>12-11-2008</i>
TITLE <i>President</i>	FEE# <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFQ NUMBER  
**GSD096416**

PAGE  
**8**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

SUBJECT

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2008				
BID OPENING DATE: 10/30/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .... <i>Danhill Construction Company</i> .....</p> <p>CONTRACTORS LICENSE NO.: ... <i>WV 00 1196</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>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 AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert D. Hill* TELEPHONE: *632-1600* DATE: *12-11-2008*

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

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



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

# Request for Quotation

RFQ NUMBER  
**GSD096416**

PAGE  
**9**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

PURCHASER

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2008				

BID OPENING DATE: **10/30/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            BUILDING 15            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305-0130</p> <p><b>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</b></p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: GSD096416</p> <p>BID OPENING DATE: 10/30/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:            ----- 304 632-1501 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:            ----- DAN HILL -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1600	DATE 12-11-2008
TITLE President	FEN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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

**REQUEST FOR QUOTATIONS #GSD096416  
DEPARTMENT OF ADMINISTRATION  
ENGINEERING SECTION  
BLDG 4 WINDOWS REPLACEMENT**

Location: WV State Capitol Complex  
Building Four  
112 California Avenue  
Charleston, WV 25305

For: WV Department of Administration  
General Services Division  
1900 Kanawha Boulevard East  
Building One, Room MB60  
Charleston, WV 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer  
Purchasing Division  
P. O. Box 50130  
Charleston, West Virginia 25305-0130  
Phone: (304) 558-2596  
Fax: (304) 558-4115  
Krista.S.Ferrell@wv.gov

The Department of Administration, General Services Division (GSD) invites you to submit a quotation for all material, equipment and labor services to perform the replacement/installation of windows in Building 4 located at the Capitol Complex in Charleston, West Virginia. Specifics are detailed in the attached documents.

**Pre-Bid Meeting:**

A mandatory pre-bid meeting for this project is scheduled for Tuesday, October 14 2008 at 10:00am. Contractors attending the meeting shall assemble in the Food Court located in the basement of Building One, Main Unit of the Capitol Complex, after which a walk-through of the project site will be conducted.

**Any services contracted for prior to receipt of the signed purchase order and written notice-to-proceed letter shall be at the Bidder's risk.**

Successful Bidder will be given one hundred and eighty (180) calendar days from the written notice to proceed to complete the project.

This RFQ also incorporates the attached Specifications and Drawings:

- 1 – Section 08520 – Aluminum Windows
- 2 – Drawings (5)
  - North Side of Building #4
  - South Side of Building #4

- East Side of Building #4
- West Side of Building #4
- Existing Window Types / New Window Types

### **GENERAL SPECIFICATIONS**

1. All work will be performed in compliance with all applicable safety regulations. Subject to verification and inspection by GSD safety representatives.
2. Work schedules must be reviewed, coordinated and approved by GSD. Contractor will be afforded access as required to complete work on schedule.
3. Scheduled work may not begin until successful vendor has received a signed purchase order and notice to proceed letter.
4. Any areas identified requiring asbestos abatement will be completed by GSD, outside of this contract.
5. Two copies (one original and one copy) of all invoices must be submitted for payment and shall be mailed to the following address:

General Services Division  
1900 Kanawha Blvd. E.  
Building 1, Room MB-60  
Charleston, WV 25305  
Attn: Business Manager

6. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor will be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or sub-contractors of the Contractor will be deemed to be employees for the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations, and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor will hold harmless the State, and must provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes and employer income tax returns. The Contractor will not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person,

corporation, partnership, association or entity without expressed written consent of the Agency.

7. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.
8. This contract will be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.
9. The Contractor will procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
10. The Contractor will pay any applicable sales, use, or personal property taxes arising out of this contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.
11. Contractor will provide for all insurance necessary to render Agency free and harmless from all claims arising from services performed under this agreement. Contract insurance, liability, and compensation insurance must be sufficient to cover the contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of contractor certificate of insurance is required prior to issuance of purchase order for this agreement.
12. All areas of asbestos have either been identified, marked or previously removed. Should the contractor encounter any unidentified, unabated areas, they are to contact the GSD asbestos abatement coordinator,

Dan Olthaus, as soon as possible. (304)558-2317.

**ADDITIONAL INFORMATION:**

1. Contract will be awarded to the qualified bidder with the lowest overall Total Bid for project. "Qualified bidder" is defined as one that has met all WV licensing or registration requirements to include WV Contractors License as applicable.
2. Successful vendor must be registered or be willing to become registered with The WV State Purchasing Division. This may require payment of an annual fee of \$125.00. For information on vendor registration contact WV Vendor Registration at (304) 558-2311.
3. Vendor must guarantee payment of applicable prevailing wage rates as directed by wage schedule for Kanawha County from the West Virginia Dept. of Labor.
4. Successful Vendor will be required to complete and return Purchasing Affidavit.
5. Successful bidder must be registered with WVFIMS by submission of W9 request for taxpayer identification. For information on W9 submission contact (304) 558-4587.
6. All bidders must possess a valid State of West Virginia Contractor's License and that number must appear on the bid.

## SECTION 08520 - ALUMINUM WINDOWS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section includes fixed and operable aluminum-framed windows.

#### 1.2 PERFORMANCE REQUIREMENTS

- A. General: Provide aluminum windows capable of complying with performance requirements indicated, based on testing manufacturer's windows that are representative of those specified, and that are of minimum test size required by AAMA/WDMA 101/I.S.2/NAFS.
- B. Structural Performance: Provide aluminum windows capable of withstanding the effects of the following loads, based on testing units representative of those indicated for Project that pass AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Structural Test:
  - 1. Design Wind Loads: Determine design wind loads applicable to Project from basic wind speed indicated in miles per hour at 33 feet above grade, according to ASCE 7, Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.
    - a. Basic Wind Speed: 90 mph.
    - b. Importance Factor: III
    - c. Exposure Category: B
  - 2. Deflection: Design glass framing system to limit lateral deflections of glass edges to less than 1/175 of glass-edge length or 3/4 inch, whichever is less, at design pressure based on testing performed according to AAMA/WDMA 101/I.S.2/NAFS, Uniform Load Deflection Test or structural computations.
- C. Windborne-Debris Resistance: Provide glazed windows capable of resisting impact from windborne debris, based on the pass/fail criteria as determined from testing glazed windows identical to those specified, according to ASTM E 1886 and testing information in ASTM E 1996 and requirements of authorities having jurisdiction.



- D. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.
1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C) material surfaces.

### 1.3 SUBMITTALS

- A. Product Data: For each type of aluminum window indicated.
- B. Shop Drawings: Include plans, elevations, sections, details, hardware, attachments to other work, operational clearances, and installation details.
- C. Samples: For each exposed finish.
- D. Product Schedule: Use same designations indicated on Drawings.
- E. Maintenance data.

### 1.4 QUALITY ASSURANCE

- A. Installer: A qualified installer, approved by manufacturer to install manufacturer's products.
- B. Glazing Publications: Comply with published recommendations of glass manufacturers and with GANA's "Glazing Manual" unless more stringent requirements are indicated.
- C. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
- D. Pre-installation Conference: Conduct conference at Project site.

### 1.5 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.
  1. Failures include, but are not limited to, the following:

- a. Failure to meet performance requirements.
  - b. Structural failures including excessive deflection, water leakage, air infiltration, or condensation.
  - c. Faulty operation of movable sash and hardware.
  - d. Deterioration of metals, other materials, and metal finishes beyond normal weathering.
  - e. Failure of insulating glass.
2. Warranty Period:
- a. Window: Three years from date of Substantial Completion.
  - b. Glazing: 10 years from date of Substantial Completion.
  - c. Metal Finish: Ten 10 years from date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following (or their approved equal):
- 1. EFCO Corporation.
  - 2. Kawneer; an Alcoa Company.
  - 3. Peerless Products Inc.
  - 4. TRACO.
  - 5. Wausau Window and Wall Systems.
  - 6. YKK AP America Inc.

### 2.2 WINDOW

- A. Window Type: Fixed as indicated on Drawings.
- B. Comply with AAMA/WDMA 101/I.S.2/NAFS.
- 1. Performance Class and Grade: C30.
- C. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 45.
- D. Thermal Transmittance: Provide aluminum windows with a whole-window, U-factor maximum indicated at 15-mph exterior wind velocity and winter condition temperatures when tested according to ASTM E 1423.
- 1. U-Factor: 0.35 Btu/sq. ft. x h x deg F or less.

- E. Solar Heat-Gain Coefficient (SHGC): Provide aluminum windows with a whole-window SHGC maximum of 0.50 determined according to NFRC 200 procedures.

### 2.3 GLAZING

- A. Clear, insulating-glass units, argon gas filled, with low-E coating pyrolytic on second surface or sputtered on second or third surface.
- B. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.

### 2.4 FABRICATION

- A. Fabricate aluminum windows that are reglazable without dismantling sash or ventilator framing.
- B. Weather Stripping: Provide full-perimeter weather stripping for each operable sash and ventilator.
- C. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.
- D. Provide water-shed members above side-hinged ventilators and similar lines of natural water penetration.
- E. Mullions: Provide mullions and cover plates as shown, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of window units.
- F. Glazing Stops: Provide snap-on glazing stops coordinated with Division 8 Section "Glazing" and glazing system indicated. Provide glazing stops to match sash and ventilator frames.

### 2.5 ALUMINUM FINISHES

- A. Aluminum Anodic Finish: Class I, color anodic coating complying with AAMA 611.
  - 1. Color: As selected by Architect from full range of industry colors and color densities.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing windows, hardware, accessories, and other components.
- B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Set sill members in bed of sealant or with gaskets, as indicated, for weather-tight construction.
- D. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
- E. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.
- F. Adjust operating sashes and ventilators, screens, hardware, and accessories for a tight fit at contact points and weather stripping for smooth operation and weather-tight closure. Lubricate hardware and moving parts.
- G. Clean aluminum surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.
- H. Clean factory-glazed glass immediately after installing windows. Comply with manufacturer's written recommendations for final cleaning and maintenance. Remove nonpermanent labels, and clean surfaces.
- I. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION 08520



RFQ No. 65D096416STATE 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:**

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Dankit Construction Company  
Authorized Signature: Robert D. Hill Date: 12-11-2008



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  
 GSD096416

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/28/2008				

BID OPENING DATE: 11/06/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) INCLUDE A COPY OF THE PRE-BID ATTENDEE LIST						
2.) EXTEND THE BID OPENING DATE						
NOTE: TECHNICAL QUESTIONS WILL BE ADDRESSED BY A SUBSEQUENT ADDENDUM						
BID OPENING DATE IS EXTENDED TO: 11/06/2008						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		910-79		
REPLACEMENT OF WINDOWS, BLDG#4						
***** THIS IS THE END OF RFQ GSD096416 ***** TOTAL:						\$ 535,000.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Robert D. Hill* TELEPHONE: 632-1600 DATE: 12-11-2008  
 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."

---

**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





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  
**GSD096416**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/03/2008				

BID OPENING DATE: **11/20/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM NO. 2</b>						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE. TECHNICAL QUESTIONS WILL BE ANSWERED BY A SUBSEQUENT ADDENDUM.						
BID OPENING DATE IS EXTENDED TO: 11/20/2008 BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		910-79		
REPLACEMENT OF WINDOWS, BLDG#4						
***** THIS IS THE END OF RFQ GSD096416 ***** TOTAL:						<b>\$ 535,000.00</b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE <b>632-1600</b>	DATE <b>12-11-2008</b>
TITLE <i>President</i>	FAX <b>55-0648251</b>	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."

---

**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



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  
 GSD096416

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

STATE

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/17/2008				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
------	----------	-----	--------	-------------	------------	--------

ADDENDUM #03 THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE. TECHNICAL QUESTIONS WILL BE ANSWERED BY A SUBSEQUENT ADDENDUM. BID OPENING DATE IS EXTENDED TO: 12/02/2008 BID OPENING TIME REMAINS: 1:30 PM ***** END ADDENDUM #03 *****						
0001	1	LS		910-79		
REPLACEMENT OF WINDOWS, BLDG#4						
***** THIS IS THE END OF RFQ GSD096416 ***** TOTAL:						\$535,000. <sup>00</sup>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1000	DATE 12-11-2008
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."

---

**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



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  
**GSD096416**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

VENDOR

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

SHIP TO

**DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING FOUR  
 112 CALIFORNIA AVENUE  
 CHARLESTON, WV  
 25305      304-558-2317**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/26/2008				

BID OPENING DATE: **12/11/2008**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE ANSWERS TO THE TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE DEADLINE,		
				2.) ADD SECTION 07920 JOINT SEALANT SPECIFICATIONS,		
				3.) ADD SECTION 08800 GLAZING SPECIFICATIONS,		
				4.) ADD WINDOW TYPE DRAWING W/ DIMENSIONS,		
				5.) ADD WINDOW DETAIL DRAWING, AND		
				6.) EXTEND BID OPENING DATE.		
				BID OPENING DATE IS EXTENDED TO: 12/11/2008		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 4 *****		
0001	1	LS		910-79		\$535,000.00
				REPLACEMENT OF WINDOWS, BLDG#4		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 632-1000	DATE 12-11-2008
TITLE <i>President</i>	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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



**RFQ#GSD096416, Bldg#4 Window Replacement**  
**Technical Questions and Answers**

The following are questions submitted for the project, with their relevant answers. Please modify the original specifications accordingly to incorporate the information provided herein.

Question#1: Is the handout distributed at the pre-bid meeting to scale?

Answer#1: Please find attached the drawing (GSD096416 New and Existing Window Handout), now revised to show scale.

Question#2: Will there be liquidated damages on this project?

Answer#2: Please add the following language to the RFQ (Page 10, below the sentence beginning "Successful Bidder will be given..."):

"Liquidated damages will be imposed, at the rate of \$500.00 per day, for failure to complete the project within the designated allowable number of days."

Question#3: Will progress payments be allowable during the life of the project?

Answer#3: Please add the following, as a §5.b. under the General Specifications section of the RFQ (Page11):

"Progress payments will be allowable on the basis of percentage of work completed, given they include the language and deduction of a five percent (5%) retainage until such time the final project is completed."

(Please also change the Room Number of the billing address in the original RFQ from MB60 to MB68).

Question#4: How will the disposal and salvage of existing removed windows be handled under the Contract?

Answer#4: Contractor will be required to remove the windows to a bin provided and located by the Owner, for disposal by the State Surplus Property unit. No requirement will be made of the Contractor to remove glass from the window frames prior to disposal in the bin, but this will in no way waive the Contractor's responsibilities to keep the project site clean and clear of debris.

Question#5: Will the project be done in phases?

Answer#5: The Contractor will provide the Owner or designee with a planned schedule for window removal within ten days after the Notice to Proceed. Contractor will also be required to contact the Owner within 48 hours of the beginning of any work, so that coordination may be made with the tenant agencies affected by the particular area of work.

Question#6: Will the Contractor be responsible for the moving of window treatments and furniture as windows are replaced?

Answer#6: Yes. The Contractor will remove all window treatments and furniture in the area to be affected by work, coordinating scheduling (as above) with the Owner. After window replacement, Contractor will be required to clean area before replacing window treatments and furniture.

Question#7: Will building be occupied during project? If so, how many openings will be made available per day?

Answer#7: Building will be occupied during project. Contractor will be allowed to work on as many openings as he will be able to complete within 24 hours, to minimize invasion and inconvenience of tenants.

Question#8: Will contract be required to repair plaster/drywall to original color and texture if any damage occurs to any interior surface during the removal of furniture or window treatments, removal of existing windows, installation of new windows, or reinstallation of window treatments or replacement of moved furniture?

Answer#8: Yes.

Question#9: Are there any specified work hours for the project?

Answer#9: 7:00am to 5:00pm, although this will be negotiable with Owner during life of project.

Question#10: Will there be space provided for onsite storage in road trailers?

Answer#10: Onsite storage space will be limited to an area of approximately 10 parking spaces each on the East and South sides of the building.

Question#11: Can Contractor use elevators for stocking windows on floors?

Answer#11: The Owners desires the installation to be performed from the exterior, to be less invasive to the interior operations of the building, so the answer to this question is "No."

Question#12: Is this project a LEED certified or "Energy Star" project?

Answer#12: No.

Question#13: Are any blinds to be replaced as part of this project?

Answer#13: No.

Question#14: Can Contractor provide a window that is one color outside and another color inside?

Answer#14: No.

Question#15: Can the Owner provide details for existing conditions/new conditions and accessories to be used to install windows?

Answer#15: See the aforementioned and attached "GSD096416 New and Existing Windows Handout" and the attached "GSD096416 Window Detail Drawing"

Question#16: Is the listed required warranty of 10 years for anodized windows accurate?

Answer#16: Yes.

Question#17: Can the Owner provide a window sealant specification?

Answer#17: See attach "GSD096416 07920 – Sealant Specification." All suggested products are listed for specification standardization only, and not meant to limit competition; hence, the "or equal" addition to lists of suggested manufacturers. All windows are to be installed per manufacturer's specifications, including the use of sealants.

Question#18: Can the Owner provide a cutting/patching specification?

Answer#18: All patching will be done to match original conditions prior to any removal work under this contract. No cutting should be applicable to this job.

Question#19: Can the Owner provide a louvre specification?

Answer#19: No louvers are to be replaced under this contract.

Question#20: Can the Owner provide a glass specification?

Answer#20: See attached "GSD096416 08800 – Window Glass Specification"

Question#21: Are the Basic Wind Speed (90 mph) listed in Part 1.2.B.1.a (Pg 14) and the required C30 Performance Class and Grade of Part 2.2.B.1 accurate specifications?

Answer#21: The Owner submits the specification as is.

## SECTION 07920 - JOINT SEALANTS

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. This Section includes joint sealants for the following applications:
  - 1. Exterior joints in vertical and horizontal surfaces around window frames.
  - 2. Interior joints in vertical and horizontal surfaces around windows and other disturbed surfaces.

## 1.2 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for interior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

## 1.3 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

## 1.4 WARRANTY

- A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
  - 1. Warranty Period: Two years from date of Substantial Completion.

## PART 2 - PRODUCTS

## 2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products listed in other Part 2 articles.

---

## 2.2 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range.

## 2.3 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Nonsag Polysulfide Sealant :
  - 1. Acceptable products include, but are not limited to:
    - a. Pacific Polymers, Inc.; Elasto-Seal 227 Type II (Gun Grade).
    - b. Pecora Corporation; Synthacalk GC-2+.
    - c. Polymeric Systems Inc.; PSI-350.
    - d. PolySpec Corp.; T-2235-M.
    - e. PolySpec Corp.; T-2282.
    - f. PolySpec Corp.; Thiokol 2P.
    - g. Sonneborn, Division of ChemRex Inc.; Sonolastic Polysulfide Sealant; (or equal).
  - 2. Type and Grade: M (multicomponent) and NS (nonsag).
  - 3. Class: 25.
  - 4. Use[s] Related to Exposure: NT nontraffic
  - 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
- C. Single-Component Neutral-Curing Silicone Sealant
  - 1. Acceptable products include, but are not limited to:
    - a. Dow Corning Corporation; 790.
    - b. GE Silicones; SilPruf LM SCS2700.
    - c. Tremco; Spectrem 1 (Basic).
    - d. GE Silicones; SilPruf SCS2000.
    - e. Pecora Corporation; 864.
    - f. Pecora Corporation; 890.
    - g. Polymeric Systems Inc.; PSI-641.
    - h. Sonneborn, Division of ChemRex Inc.; Omniseal.
    - i. Tremco; Spectrem 3.
    - j. Dow Corning Corporation; 791.
    - k. Dow Corning Corporation; 795.
    - l. GE Silicones; SilPruf NB SCS9000.

- m. GE Silicones; UltraPruf II SCS2900;  
(or equal)
- 2. Type and Grade: S (single component) and NS (nonsag).
  - 3. Class: 50
  - 4. Use Related to Exposure: NT (nontraffic).
  - 5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.
  - 6. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.
- D. Single-Component Nonsag Urethane Sealant
- 1. Acceptable products include, but are not limited to:
    - a. Bostik Findley; Chem-Calk 900.
    - b. Bostik Findley; Chem-Calk 915. Products listed below are classified by manufacturers as suitable for Uses T and NT.
    - c. Sika Corporation, Inc.; Sikaflex - 1a.
    - d. Sonneborn, Division of ChemRex Inc.; Ultra.
    - e. Sonneborn, Division of ChemRex Inc.; NP 1.
    - f. Tremco; Vulkem 116. Pecora Corporation; Dynatrol I-XL.
    - g. Polymeric Systems Inc.; Flexiprene 1000.
    - h. Polymeric Systems Inc.; PSI-901.
    - i. Schnee-Morehead, Inc.; Permthane SM7100.
    - j. Schnee-Morehead, Inc.; Permthane SM7108.
    - k. Schnee-Morehead, Inc.; Permthane SM7110.
    - l. Sika Corporation, Inc.; Sikaflex 15LMg
    - m. Tremco; DyMonic.
    - n. Tremco; Vulkem 921.
    - o. Tremco; Vulkem 931.  
(or equal)
  - 2. Type and Grade: S (single component) and NS (nonsag).
  - 3. Class: 25.
  - 4. Uses Related to Exposure: T (traffic) and NT (nontraffic).
  - 5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.
- E. Siliconized -Acrylic Latex Caulk
- 1. Acceptable Products include, but are not limited
    - Sonneborn, Division of Chemrex, Inc.; Sonolac, or comparable products by Tremco,, GE Silicones and others (or equal).
  - 2. Type and Grade: S (single component)
  - 3. Class: 25.

4. Use Related to Exposure: NT (Non-traffic).
5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

## 2.4 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type C, closed-cell material with a surface skin, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
- C. Elastomeric Tubing Sealant Backings: Neoprene, butyl, EPDM, or silicone tubing complying with ASTM D 1056, nonabsorbent to water and gas, and capable of remaining resilient at temperatures down to minus 26 deg F Provide products with low compression set and of size and shape to provide a secondary seal, to control sealant depth, and to otherwise contribute to optimum sealant performance.

## 2.5 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
  1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
    - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose



particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.

- B. **Joint Priming:** Prime joint substrates, where recommended by joint-sealant manufacturer or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
- C. **Masking Tape:** Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

### 3.2 INSTALLATION

- A. **Sealant Installation Standard:** Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. **Install sealant backings of type indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.**
  - 1. Do not leave gaps between ends of sealant backings.
  - 2. Do not stretch, twist, puncture, or tear sealant backings.
  - 3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.
- C. **Install sealants using proven techniques that comply with the following and at the same time backings are installed:**
  - 1. Place sealants so they directly contact and fully wet joint substrates.
  - 2. Completely fill recesses in each joint configuration.
  - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- D. **Tooling of Nonsag Sealants:** Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.
  - 1. Remove excess sealant from surfaces adjacent to joints.
  - 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
  - 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- E. **Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.**

## 3.3 JOINT-SEALANT SCHEDULE

- A. Joint-Sealant Application Exterior joints in dimension stone cladding and aluminum window frames.
  - 1. Joint Sealant: Non-Sag Polysulfide Sealant; Single Component Neutral-curing Silicone Sealant; or Single Component Non-Sag Urethane Sealant and as recommended by Window manufacturer as being compatible with application.
  - 2. Joint-Sealant Color: As selected by Owner from manufacturer's full range.
  
- B. Joint-Sealant Application interior joints between aluminum window frames and interior finish materials:
  - 1. Joint Sealant: Siliconized Acrylic Latex Sealant
  - 2. Joint-Sealant Color: As selected by Owner from manufacturer's full range.

END OF SECTION 07920

---

**SECTION 08800 - GLAZING****PART 1 - GENERAL****1.1 SUMMARY**

1. This Section includes glazing for windows

**1.2 DEFINITIONS**

- A. Interspace: Space between lites of an insulating-glass unit that contains dehydrated air or a specified gas.
- B. Deterioration of Coated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning coated glass contrary to manufacturer's written instructions. Defects include peeling, cracking, and other indications of deterioration in metallic coating.
- C. Deterioration of Insulating Glass: Failure of hermetic seal under normal use that is attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning insulating glass contrary to manufacturer's written instructions. Evidence of failure is the obstruction of vision by dust, moisture, or film on interior surfaces of glass.
- D. Deterioration of Laminated Glass: Defects developed from normal use that are attributed to the manufacturing process and not to causes other than glass breakage and practices for maintaining and cleaning laminated glass contrary to manufacturer's written instructions. Defects include edge separation, delamination materially obstructing vision through glass, and blemishes exceeding those allowed by referenced laminated-glass standard.

**1.3 PERFORMANCE REQUIREMENTS**

- A. General: Provide glazing systems capable of withstanding normal thermal movement and wind and impact loads (where applicable) without failure, including loss or glass breakage attributable to the following: defective manufacture, fabrication, and installation; failure of sealants or gaskets to remain watertight and airtight; deterioration of glazing materials; or other defects in construction.
- B. Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites in the thickness designations indicated, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:
  1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the wind requirements specified elsewhere.

---

C. Thermal Movements: Provide glazing that allows for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures acting on glass framing members and glazing components. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F ambient; 180 deg F, material surfaces.

D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data.

#### 1.4 SUBMITTALS

A. Product Data: For each glass product and glazing material indicated.

#### 1.5 WARRANTY

A. Manufacturer's Special Warranty for Coated-Glass Products: Manufacturer's standard form, made out to Owner and signed by coated-glass manufacturer agreeing to replace coated-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.

1. Warranty Period: 10 years from date of Substantial Completion.

B. Manufacturer's Special Warranty on Insulating Glass: Manufacturer's standard form, made out to Owner and signed by insulating-glass manufacturer agreeing to replace insulating-glass units that deteriorate as defined in "Definitions" Article, f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.

1. Warranty Period: 10 years from date of Substantial Completion.

### PART 2 - PRODUCTS

#### 2.1 GLASS PRODUCTS

A. Annealed Float Glass: ASTM C 1036, Type I (transparent flat glass), Quality-Q3; of class indicated.

1. Ultra-Clear (Low-Iron) Float Glass: Class I (clear); with a minimum 91 percent visible light transmission and a minimum solar heat gain coefficient of 0.87.

B. Heat-Treated Float Glass: ASTM C 1048; Type I (transparent flat glass); Quality-Q3; of class, kind, and condition indicated.

1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed, unless otherwise indicated.

2. Provide Kind FT (fully tempered) float glass in place of annealed or Kind HS (heat-strengthened) float glass where safety glass is required.

- C. Insulating-Glass Units, General: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, and complying with ASTM E 774 for Class CBA units and with requirements specified in this Article and in Part 2 "Insulating-Glass Units" Article.
1. Provide Kind HS (heat-strengthened) float glass in place of annealed glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in Part 1 "Performance Requirements" Article.
  2. Overall Unit Thickness and Thickness of Each Lite: Dimensions indicated for insulating-glass units are nominal and the overall thicknesses of units are measured perpendicularly from outer surfaces of glass lites at unit's edge.
  3. Sealing System: Dual seal.
  4. Spacer Specifications: Manufacturer's standard spacer material and construction.
  5. Spacer Specifications: Manufacturer's standard spacer material and construction complying with the following requirements:
    - a. Spacer Material: Aluminum with mill or clear anodic finish, or Stainless steel.
    - b. Corner Construction: Manufacturer's standard corner construction.

## 2.2 GLAZING GASKETS

- A. Compression Gaskets: Molded or extruded gaskets of material indicated below and of profile and hardness required to maintain watertight seal:
1. Neoprene.
  2. EPDM,
  3. Silicone.
  4. Thermoplastic polyolefin rubber,
  5. Any material indicated above.

## 2.3 GLAZING SEALANTS

- A. General: Provide products of type indicated, complying with the following requirements:
1. Compatibility: Select glazing sealants that are compatible with one another and with other materials they will contact, including glass products, seals of insulating-glass units, and glazing channel substrates, under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
  2. Suitability: Comply with sealant and glass manufacturers' written instructions for selecting glazing sealants suitable for applications indicated and for conditions existing at time of installation.
  3. VOC Content: For sealants used inside of the weatherproofing system, not more than 250 g/L when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
  4. Colors of Exposed Glazing Sealants: As selected by Architect from manufacturer's full range.
- B. Elastomeric Glazing Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing

West Virginia Capitol Complex  
Building 4 – Window Replacement

---

ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.

## 2.4 MISCELLANEOUS GLAZING MATERIALS

- A. General: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.
- B. Cleaners, Primers, and Sealers: Types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.
- E. Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

## 2.5 FABRICATION OF GLAZING UNITS

- A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

## 2.6 INSULATING-GLASS UNITS

- A. Solar-Control Low-E Insulating-Glass Units:
  - 1. Overall Unit Thickness and Thickness of Each Lite: One (1") inch.
  - 2. Interspace Content: Argon.
  - 3. Outdoor Lite: Class 1 (clear) float glass, Kind FT (fully tempered).
  - 4. Indoor Lite: Class 1 (clear) float glass. Kind HS (heat strengthened).
  - 5. Low-E Coating: Sputtered on third surface, Solar-Ban 60 or equal.
  - 6. Visible Light Transmittance: 40 percent minimum.
  - 7. Winter Nighttime U-Factor: 0.31 maximum.
  - 8. Summer Daytime U-Factor: 0.32 maximum.
  - 9. Solar Heat Gain Coefficient: 0.40 maximum.
  - 10. Outdoor Visible Reflectance: 0.34 percent maximum.

---

**PART 3 - EXECUTION****3.1 GLAZING**

- A. General: Comply with combined written instructions of manufacturers of glass, sealants, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.
1. Glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Adjust as required by Project conditions during installation.
  2. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.
  3. Apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
  4. Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Set blocks in thin course of compatible sealant suitable for heel bead.
  5. Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
  6. Provide spacers for glass lites where length plus width is larger than 50 inches.
  7. Provide edge blocking where indicated or needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.
- B. Gasket Glazing (Dry): Fabricate compression gaskets in lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.
1. Insert soft compression gasket between glass and frame or fixed stop so it is securely in place with joints miter cut and bonded together at corners.
  2. Center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Start gasket applications at corners and work toward centers of openings. Compress gaskets to produce a weathertight seal without developing bending stresses in glass. Seal gasket joints with sealant recommended by gasket manufacturer.
  3. Install gaskets so they protrude past face of glazing stops.

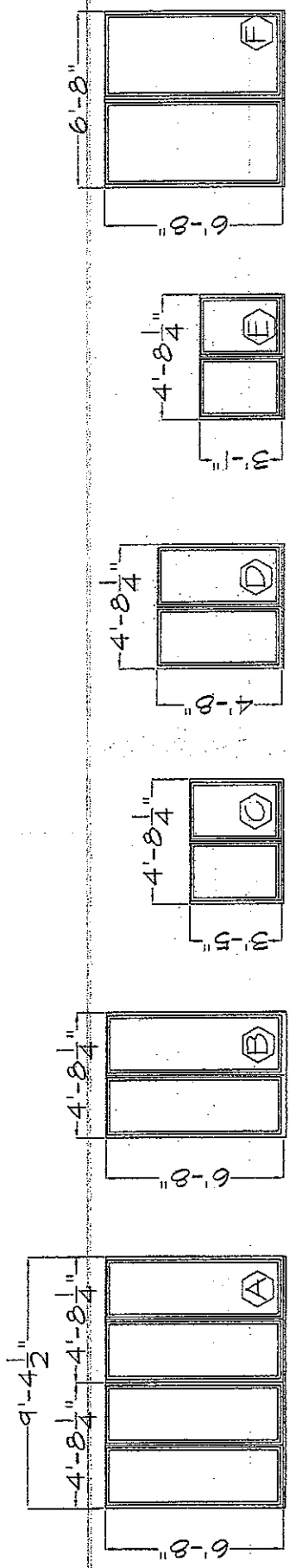
**3.2 CLEANING AND PROTECTION**

- A. Protect exterior glass from damage immediately after installation. Do not apply markers to glass surface. Remove nonpermanent labels, and clean surfaces. Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended by glass manufacturer.
- B. Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

---

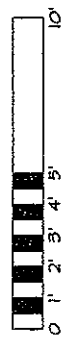
END OF SECTION 08800



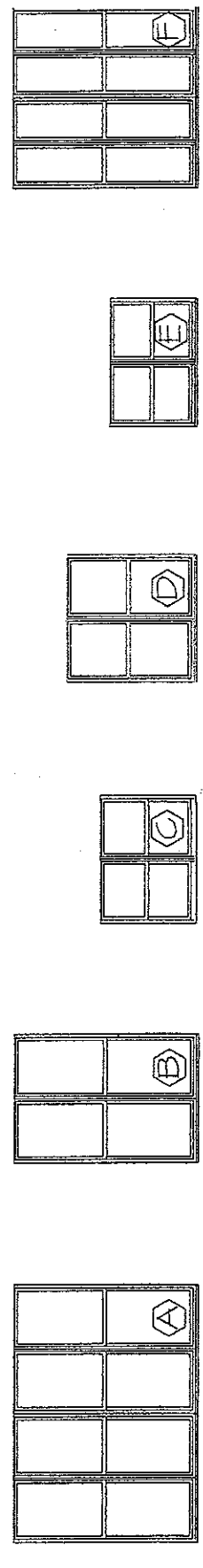


Contractor to verify all dimensions.

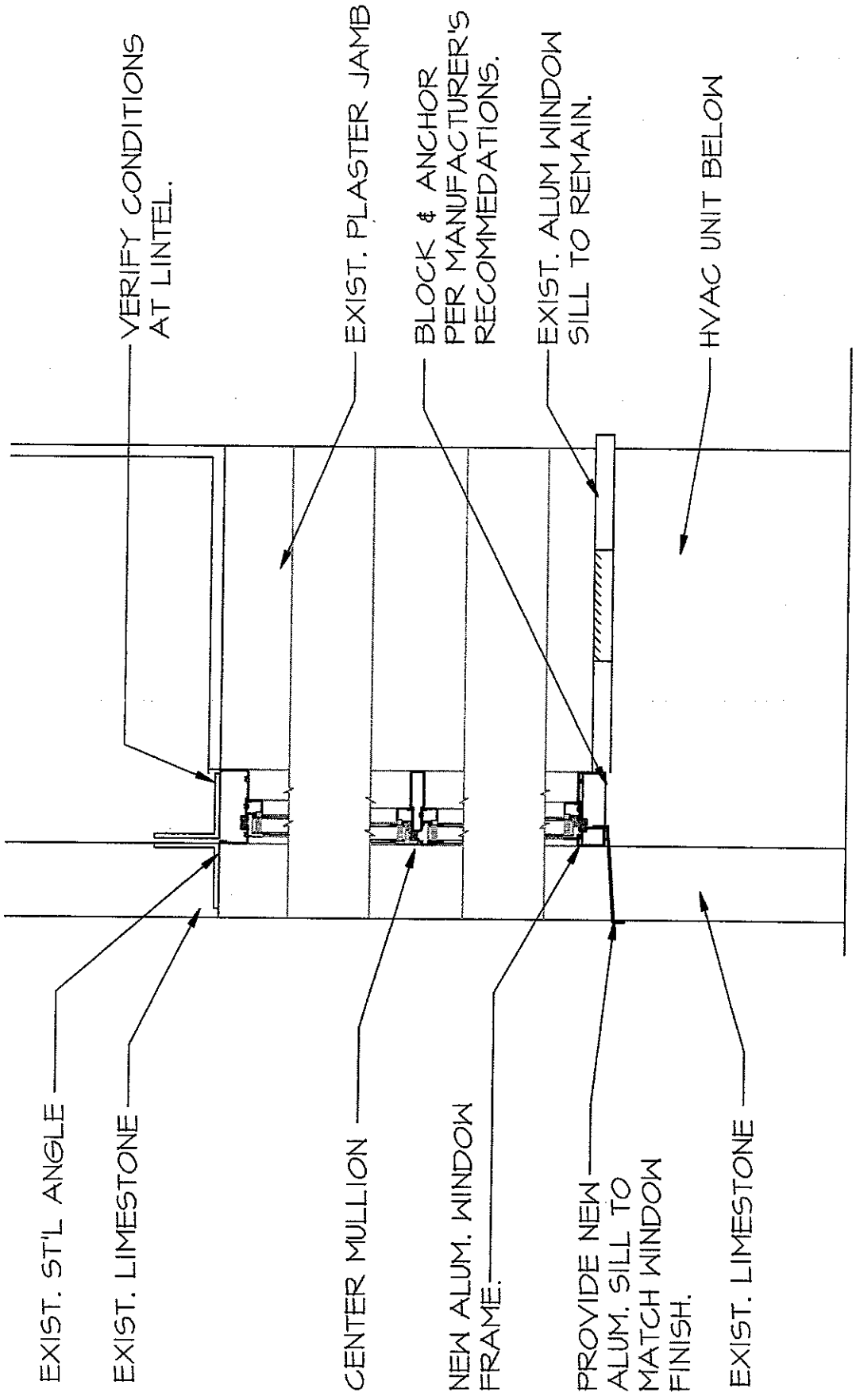
# NEW WINDOW TYPES



Scale: 1/4" = 1' - 0" on 11"x17"  
1/8" = 1' - 0" on 8.5"x11" paper



# EXISTING WINDOW TYPES



EXIST. ST'L ANGLE

EXIST. LIMESTONE

VERIFY CONDITIONS AT LINTEL.

CENTER MULLION

EXIST. PLASTER JAMB

NEW ALUM. WINDOW FRAME.

BLOCK & ANCHOR PER MANUFACTURER'S RECOMMEDATIONS.

PROVIDE NEW ALUM. SILL TO MATCH WINDOW FINISH.

EXIST. ALUM WINDOW SILL TO REMAIN.

EXIST. LIMESTONE

HVAC UNIT BELOW

# WINDOW DETAILS



# 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  
DanHill Construction Company (Inc.)  
Box 685

INSURER A: Westfield

24112

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

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 Thirty Four Thousand Five Hundred (\$ 34,500.00 ) 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  
Replacement of Windows in Building # 4

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  
11<sup>th</sup> day of December, 20 08.

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**

State of West Virginia, Bldg 4, Windows  
112 California Ave  
Charleston , WV 25305

RE: **Replacement of Windows in Building # 4**

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 11th day of December 2008.

**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

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

**Any and All Bonds**

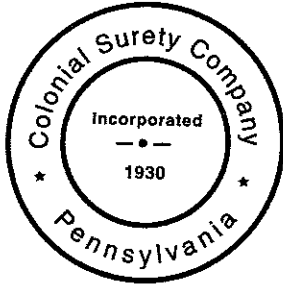
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

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

"Section 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 Wayne Nunziata  
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

Theresa Simmons  
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 11th day of December, 2008.

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.

Frederick S. Gallo  
Frederick S. Gallo, Secretary

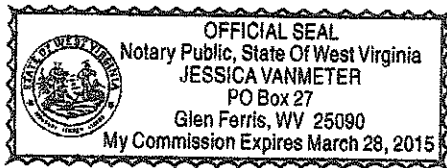


State of West Virginia

County of Fayette

AND NOW, this 11th day of December, in the calendar year of 2008, 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

