



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
 HHR90019

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

RFQ COPY

TYPE NAME/ADDRESS HERE

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/26/2008				

BID OPENING DATE: 07/16/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 1. ADDITIONS, AND QUESTIONS AND ANSWERS ARE ATTACHED. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID. EXHIBIT 10 REQUISITION NO.: HHR90019 ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO.'S: NO. 1 6/26/08 NO. 2 NO. 3 NO. 4 NO. 5 I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert O. Hell</i>	TELEPHONE 304-632-1600	DATE 7.16.08
TITLE President	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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

WV-96
Rev. 10/07

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECoupMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Danhill Const. Co

Signed: Robert D. Hill

Title: Pres.

Date: July 16, 2008

**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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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 cases 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.

SIGNED BID TO:

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



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<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 style="text-align: center;"> <i>Robert D. Hill</i> SIGNATURE <i>Danhill Construction Co.</i> COMPANY 7.16.08 DATE </p> <p>REV. 11/96</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						
0001	1	JB		150-92		
WINDOW REPLACEMENT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 304-632-1600	DATE 7.16.08
TITLE President	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

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***** THIS IS THE END OF RFQ : HHR90019 ***** TOTAL:						\$185,000 ⁰⁰

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RFQ BHS90019
FMRS Window Replacement
Addendum 1
06/24/08

Make the following changes:

Page 3, 3rd Paragraph – Change Monongalia County to Raleigh County

Page 12, Section 3.2 – Change replacing two failed fixed window panels to replacing all (approximately 25) existing fixed window panels.

Page 14, Section 13.1 (and as located elsewhere throughout the document) Change the term of work from 90 calendar days to 180 calendar days to allow for long lead times in ordering.

Page 19, Section 2.4 – E. This section applies to double windows only (a top and bottom). For single windows, use extended leg and two-piece interior trim frame 1932 position 2.

Page 20, Section 2.5 – Change Aluminum Anodic Finish to Kynar finish, color selected by owner.

Add the following sections into the scope of work:

- 3.3 Contractor shall remove all (approximately 52) existing louvers and dispose of off site and replace with louver product Reliable AEL 42 or equal.
- 3.4 Contractor shall remove existing panels and replace with .032 skin thermolite panels by Laminate Inc. or equal.
- 3.5 Contractor shall remove and properly dispose of existing asbestos transite panels at each window location and replace with perforate vinyl or aluminum soffit.
- 3.6 Contractor shall properly seal all windowsill head joints.
- 3.7 In various areas where electrical conduit encroaches into the window location, FMRS staff will disconnect and reconnect the conduit to allow for window replacement.

**RFQ BHS90019
FMRS Window Replacement
Addendum 1**

06/24/08

Response to Vendor(s) Question(s)

- Q:** Is there any Asbestos removal required for this project?
A: Yes, please see Scope of Work 3.5
- Q.** Will the contractor be responsible to dispose of the old windows?
A. Yes
- Q.** Will the contractor be able to use the restrooms inside the building?
A. Yes
- Q.** Please verify whether or not the existing PTAC units that have glazed louvers are bolted to the louvers. If they are who removes the PTAC'S during window installation the bidder or the owner?
A. PTAC units are not bolted to louvers.
- Q.** The lead time for all aluminum window manufacturers runs anywhere from 10-20 weeks from notice to proceed.
A. Term changed from 90 to 180 calendar days to allow.
- Q.** Warranty requirements conflict in RFQ #8 and window section 1.5-2. Warranty period a.
A. Warranty period stated in window section 1.5-2 shall prevail.
- Q.** Section 1.5-2-c. No manufacturer shall warrant anodized 15 years for 15 years use AAMA 2605 70% kynar two coat finish. Max three on anodized.
PLEASE NOTE: FIELD GLAZED WINDOWS CAN NOT BE CERTIFIED PRODUCTS ONLY FACTORY GLAZED UNITS.
A. Changed to Kynar finish as stated in change above to page 20, Section 2.5

RFQ/RFP No. HR 90019

SIGN IN SHEET

Page of

PLEASE PRINT

Date: 6/24/08

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD- RFQ/RFP #

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>IMPERIUMS UNLIMITED</u> Rep: <u>STEVEN DREWAN</u> Email Address: <u>steward@drewancharter.net</u>	<u>PO Box 27</u> <u>VERONA, WV 25971</u>	PHONE <u>304-487-1244</u> TOLL FREE FAX <u>304-487-2176</u>
Company: <u>DANHILL CONSTRUCTION CO.</u> Rep: <u>STAN HAYES</u> Email Address: <u>CDOZIER@CHARTERINTERNET.COM</u>	<u>P.O. BOX 685</u> <u>GAUKY BRIDGE, W. VA</u> <u>25085</u>	PHONE <u>304-632-1600</u> TOLL FREE FAX <u>304-632-1501</u>
Company: <u>City Windows Co</u> Rep: <u>Don Henderson</u> Email Address: <u>henderson@wvdst.net</u>	<u>69 Factory St.</u> <u>Clarksburg WV 26301</u>	PHONE <u>304-623-2573</u> TOLL FREE
Company: <u>Central Glass Company</u> Rep: <u>Scott McGraw</u> Email Address: <u>CentralGlassWV@DSL.net</u>	<u>517 Russell St.</u> <u>Charleston, WV</u>	FAX <u>304-623-2756</u> PHONE <u>304-343-5669</u> TOLL FREE <u>1-866-275-6403</u> FAX <u>1-304-343-5672</u>
Company: _____ Rep: _____ Email Address: _____	_____ _____	PHONE _____ TOLL FREE _____ FAX _____



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VENDOR

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 PO Box 685
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0001	1	JB		150-92		\$185,000.00
<p>***** MANDATORY PRE-BID MEETING 6/24/2008 AT 10:00 AM IN THE CONFERENCE ROOM AT FMRS HEALTH SYSTEMS, INC. 101 SOUTH EISENHOWER DRIVE, BECKLEY, WV 25801. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR. ***** BID BOND REQUIRED WITH BID SUBMISSION. *****</p> <p>TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, AND ANY- THING INCIDENTAL TO REPLACING THE EXISTING OPERABLE WINDOWS WITH FIXED WINDOWS AS SPECIFIED AT FMRS HEALTH SYSTEMS, INC. LOCATED AT 101 SOUTH EISENHOWER DRIVE, BECKLEY, WV 25801, PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY VENDOR PREBID CONFERENCE IS SCHEDULED FOR JUNE 24, 2008 AT 10:00 AM IN THE CONFERENCE ROOM OF FMRS HEALTH SYSTEMS, INC. FAILURE TO ATTEND THE MANDATORY PREBID CONFERENCE, WILL RESULT IN BID REJECTION. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>ALL WORK SHALL BE COMPLETED WITHIN 90 CALENDAR DAYS FROM THE APPROVED SHOP DRAWINGS. A NOTICE TO PROCEED WILL BE ISSUED INDICATING APPROVAL OF THE SHOP</p>						

RECEIVED

2008 JUL 16 P 12:31

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Robert D. Hill TELEPHONE 304-632-1600 DATE 7.16.08

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

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 ROBERTA WAGNER
 804-558-0067

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HEALTH AND HUMAN RESOURCES
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DRAWINGS. INQUIRIES: WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON JUNE 25, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER, OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO: ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: (304) 558-4115 E-MAIL: ROBERTA.A.WAGNER@WV.GOV THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. EXHIBIT 5						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Robert O. Hill TELEPHONE: 304-632-1600 DATE: 7.16.08

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S H I P T O

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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. A NOTICE TO PROCEED WILL BE ISSUED INDICATING APPROVAL OF THE SHOP DRAWINGS.</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> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MONONGALIA 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</p>						

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<p>COVERAGE REQUIRED IS \$250,000.</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 BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE 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 & 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</p>						

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<p>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 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>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Robert D. Hill</i>			TELEPHONE 304-632-1600		DATE 7-16-08	
TITLE <i>President</i>		FERN 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
 HHR90019

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
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HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/09/2008				
BID OPENING DATE: 07/16/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE FOR ISSUANCE & 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> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Robert D. Hill TELEPHONE 304-632-1600 DATE 7.16.08
 TITLE President FEIN 55-0648251 ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS. :						
NO. 1				6/20/08		
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
<i>Robert D. Hill</i> Danhill Construction Co.7/16/08..... REV. 11/96				SIGNATURE COMPANY DATE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Robert D. Hill* TELEPHONE 304-632-1600 DATE 7.16.08

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

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06/09/2008				

BID OPENING DATE: 07/16/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Danhill... Construction Co.....</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV.001196.....</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Robert D Hill</i>	TELEPHONE <i>304-632-1600</i>	DATE <i>7.16.08</i>
TITLE <i>President</i>	FAX <i>55-0648251</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

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HEALTH AND HUMAN RESOURCES
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06/09/2008				
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----RW/FILE 22-----</p> <p>REQ. NO.:-----HHR90019-----</p> <p>BID OPENING DATE:---07/16/2008---</p> <p>BID OPENING TIME:---1:30 PM---</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Robert D. Hill* TELEPHONE *304-632-1600* DATE *7-16-08*
 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
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 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER
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VENDOR

Danhill Construction Company
 PO Box 685
 Gauley Bridge, WV 25085

BUYER

HEALTH AND HUMAN RESOURCES
 OPERATIONS
 VARIOUS LOCALES AS INDICATED
 ON PURCHASE ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/09/2008				
BID OPENING DATE: 07/16/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- ***** THIS IS THE END OF RFQ HHR90019 ***** TOTAL: <u>\$185,000⁰⁰</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Robert D. Heel TELEPHONE 304-632-1600 DATE 7.16.08

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

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

REQUEST FOR QUOTATION – HHR90019

I. GENERAL INFORMATION:

- 1.1 Request for Quotation to provide all labor, materials, equipment and anything incidental to replacing the existing operable windows with fixed windows as specified at FMRS Health Systems, Inc. located at 101 South Eisenhower Drive, Beckley, WV 25801
- 1.2 All work will be in compliance with the Fire Marshal regulations and all other building codes and industry standards. Final payment will be withheld if installed components are not in compliance, or any portion of this overall project is not 100% complete. The award will be made to the overall low bid that complies with the specifications.
- 1.3 "Will", "must", and "shall" listed herein in this document denotes a mandatory requirement.

2. BIDDER REQUIREMENTS:

- 2.1 All qualified bidders, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby propose to furnish all labor, material, equipment, supplies and to perform all work in accordance with the bidding documents within the time set forth below.
- 2.2 It is the bidder's responsibility to verify all field conditions and limitations prior to bidding. It is also the bidder's responsibility to notify the West Virginia Department of Health & Human Resources in writing, of conditions detrimental to proper and timely completion of the repair/upgrade. Do not proceed until nonconforming conditions have been corrected.
- 2.3 A mandatory vendor prebid conference is scheduled for 6/24/2008 at 10:00 AM in the conference room of the FMRS Health Systems, Inc. Failure to attend the mandatory prebid conference will result in bid rejection.

3. SCOPE OF WORK:

- 3.1 Minor deviations from the stated specifications not listed as mandatory (must, shall, or will) are acceptable to facilitate a competitive bid atmosphere, provided the intent of the Request for Quotation, the effectiveness of the system or the product manufacturer's warranty is not compromised.

HHR90019

- 3.2 Replace a quantity of fifty-six (56) operable windows with new fixed windows sized at approximately 68" H x 46 1/4" w. Replace or repair a quantity of two (2) failed fixed window panels. Please see Attachment 1 (Architect specifications for the window systems and glazing).

4. INSPECTION:

- 4.1 Contractor shall inspect existing conditions governing this work during pre-bid site inspection to determine conditions and extent of work required. No allowance will be made subsequently on behalf of the contractor for any error or negligence on his part in connection with this requirement.
- 4.2 The Contractor shall inspect all elements subject to movement or damage prior to commencing work.

5. SHOP DRAWINGS:

- 5.1 Contractor shall provide two copies of shop drawings to owner for approval specifying products and installation methods for the scope of work as defined in Section 3. A notice to proceed will be issued indicating approval of the shop drawings.

6. TEMPORARY FACILITIES:

- 6.1 The Owner will provide normal electrical supply from the currently installed electrical system in the building for the use of the contractor. However, the Owner provides no guarantee or warranty as to the systems condition or capabilities. The Contractor shall assure himself that the electrical system is adequate for his requirements or supply additional temporary electrical power at his own expense.
- 6.2 Any damage to the electrical system resulting from misuse or abuse to the existing electrical system shall be repaired or replaced by the contractor at no expense to the owner.

7. COORDINATION OF WORK:

- 7.1 The Contractor shall coordinate with the Project Manager for the proper relation of the work to the building structure and to the employees therein. In the event of conflict the Project Manager shall prevail.
- 7.2 The Contractor shall take all necessary precautions to protect the interior of the building from debris, dust or any residue occurring from the scope of work.

- 7.3 The Contractor shall provide the Owner with a schedule of work seven calendar days prior to the start of the work. The Owner shall be notified of any variances to the work schedule two (2) working days prior to the change.

8. WARRANTY: (GUARANTEE)

- 8.1 The Contractor shall warrant to the Owner all materials and equipment will be new, and that all work will be of good quality, free from faults and defects in conformance with the contract documents. All work not conforming to these requirements may be considered defective.
- 8.2 All materials and equipment shall be of current year production of manufacturer and manufactured for commercial usage. The windows shall have a minimum five (5) year warranty on materials certified by the manufacturer and a minimum one (1) year warranty on labor.

9. PERMITS:

- 9.1 The Contractor shall secure and pay for the building permit and for all other permits, governmental fees and licenses which are necessary for the proper execution and completion of the work as specified.

10. CLEAN UP:

- 10.1 The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from his products and other debris as it accumulates. All items of equipment that are removed to allow the installation of new items will become the property of the contractor to dispose of at a landfill or location authorized to accept the items as waste or recycled parts.

11. WAGE RATES:

- 11.1 The Contractor and any sub-contractors shall pay the higher of the U.S. Department of Labor Minimum wage rates or of the West Virginia Department of Labor wage rates as established for **RALEIGH COUNTY** pursuant to West Virginia Code 21-5-1, et seq. West Virginia Department of Labor Wage Rates are available at website:
<http://www.wvsos.com/adlaw/wagerates/building06.htm>

12. PAYMENT SCHEDULE:

- 12.1 Due to the size and complexity of the project, two progress payments will be permitted, at 50% completion as determined by the Owner, the Contractor may submit an invoice for payment in the amount of 50% of the Purchase Order amount. The remaining balance will be paid at 100% completion.
- 12.2 The Owner reserves the right to refuse payment in the event the completed work is not in accordance with industry standards or sub-standard in any way, or, if the amount requested is not within the agreed upon terms of the contract.

13. TERM OF WORK:

- 13.1 All work shall be complete within 90 calendar days from the approval of the shop drawings.

14. DELAYS AND EXTENSION OF TIME:

- 14.1 If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or by any employee of the Owner, or by any separate contractor employed by the Owner, or by changes in the work, or by labor disputes, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other cause which the Owner determines may justify the delay, then the contract time may be extended by written approval of the Owner.

15. TOOLS AND EQUIPMENT STORAGE:

- 15.1 Contractor may set a trailer or temporary storage building on the site for all equipment and tools. The Contractor is responsible for his tools, equipment and materials.

16. SAFETY EQUIPMENT:

- 16.1 The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation when placing materials in the building or as required by OSHA.

17. DAMAGES:

- 17.1 Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at his expense, either by using his own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

18. SCHEDULE OF BID RESPONSES:

- 18.1 Bidders shall submit one lump-sum bid for all the work under all the terms and conditions as described herein.
- 18.2 Bidder shall sign a WV-96 Agreement Addendum to remove any conflicts in terms and conditions of the vendor's warranty.
- 18.3 Before the Purchase Order is processed, the successful bidder must provide to the Owner a valid copy of their Business and Contractor licenses.

Architect Specifications for the Window Systems and Glazing

Section 085113 – ALUMINUM WINDOWS

PART 1 – GENERAL

1.1 SUMMARY

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

1.2 PERFORMANCE REQUIREMENTS

- A. General: Contractor shall 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: Contractor shall 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: Contractor shall 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.
 - 2. Deflection: Contractor shall 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: Contractor shall 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 or AAMA 506 and requirements of authorities having jurisdiction.
- D. Thermal Movements: Contractor shall 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 joints sealants, failure of connections, and other detrimental effects. Contractor shall

Architect Specifications for the Window Systems and Glazing

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.

1.3 SUBMITTALS (Contractor shall submit the following)

- A. Product Date: For each type of aluminum window indicated.
- B. Shop Drawings: Contractor shall include plans, elevations, sections, details, hardware, and attachments to other work, operations clearances, and installation details.
- C. Samples: For each exposed finish.
- D. Product Schedule: Contractor shall use same designations indicated on Drawings.
- E. Field quality-control test reports.
- F. Product test reports.
- G. Maintenance data.

1.4 QUALITY ASSURANCE

- A. Installer: Contractor shall be a qualified installer, approved by manufacturer to install manufacturer's products.
- B. Glazing Publications: Contractor shall comply with published recommendations of glass manufacturers and with GANA's "Glazing Manual" unless more stringent requirements are indicated.
- C. Pre-installation Conference: Contractor shall conduct conference at Project site.

1.5 WARRANTY

- A. Special Warranty: Contractor shall provide manufacturer's standard form in which manufacturer agrees to repair or replace aluminum windows that fails in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

Architect Specifications for the Window Systems and Glazing

- a. Failure to meet performance requirements.
 - b. Structural failures including excessive deflections, water leakage, air infiltration, or condensation.
 - c. Deterioration of metals, other materials, and metal finishes beyond normal weathering.
 - d. Failure of insulating glass.
2. Warranty Period: (Minimum Mandatory Requirements)
- a. Window: Three years from date of Substantial Completion.
 - b. Glazing: 10 years from date of Substantial Completion.
 - c. Metal Finish: 15 years from date of Substantial Completion.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, contractor shall provide TRACO Model # TR7102, or a comparable product by one of the following (or equal):
1. Custom Window Company.
 2. DeSCo Windows.
 3. Graham Architectural Products Corp.
 4. Kawneer; an Alcoa Company.
 5. Mannix; a division of Interstate Window Corp.
 6. Peerless Product, Inc.
 7. Thermal Windows, Inc.
 8. Wausau Window and Wall Systems.
 9. Winco Window Company.
 10. Window Technologies, Inc.; Century manufacturing, Inc.
 11. YKK AP America Inc.

2.2 WINDOW

- A. Window Type: Shall be fixed window, size to fit existing opening with one vertical center mullion.
- B. Contractor shall comply with AAMA/WDMA 101/I.S.2/NAFS.
1. Performance Class and Grade: As indicated.

Architect Specifications for the Window Systems and Glazing

- C. Condensation-Resistance Factor (CRF): Contractor shall provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 52.
- D. Thermal Transmittance: Contractor shall 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 AAMA 1503.
- E. Solar Heat-Gain Coefficient (SHGC): Contractor shall provide aluminum windows with a whole-window SHGC maximum of 0.40, determined according to NFRC 200 procedures.

2.3 GLAZING

- A. Glass and Glazing Material: Contractor shall refer to Division 08 Section "Glazing" for glass units and glazing requirements applicable to glazed aluminum window units.

2.4 FABRICATION

- A. Contractor shall fabricate aluminum windows that are re-glazable without dismantling sash or ventilator.
- B. Weather Stripping: Contractor shall provide full-perimeter weather stripping for each operable sash and ventilator.
- C. Weep Holes: Contractor shall provide weep holes and internal passages to conduct infiltration water to exterior.
- D. Mullions: Contractor shall provide mullions and cover plates as shown, matching window units, complete with anchors for support to structure and installation of window units. Contractor shall allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Contractor shall provide mullions and cover plates capable of withstanding design loads of window units.
- E. Subframes: Contractor shall provide subframes with anchors for window units as shown, of profile and dimensions indicated but not less than 0.062-inch-thick extruded aluminum. Contractor shall miter or cope corners, and weld and dress smooth with concealed mechanical joint fasteners. Contractor shall finish to matching window units. Contractor shall provide subframes capable of withstanding design loads of window units.

Architect Specifications for the Window Systems and Glazing

- F. Glazing Stops: Contractor shall provide snap-on glazing stops coordinated with Division 08 Section "Glazing" and glazing system indicated. Contractor shall provide glazing stops to match sash and ventilator frames.

2.5 ALUMINUM FINISHES

- A. Aluminum Anodic Finish: Shall be Class I, color anodic coating complying with AAMA 611.
1. Color: Shall be Dark bronze as selected by Owner.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Contractor shall comply with Drawings, Shop Drawings, and manufacturer's written instructions for installing windows, hardware, accessories, and other components.
- B. Contractor shall install windows level, plumb, square, true to line, without distortion or impending thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction.
- C. Contractor shall set sill members in bed of sealant or with gaskets, as indicated, for weather-tight construction.
- D. Contractor shall install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.
- E. Contractor shall separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.
- F. Contractor shall clean aluminum surfaces immediately after installing windows. Avoid damaging protective coating and finishes. Contractor shall remove excess sealants, glazing materials, dirt, and other substances.
- G. Contractor shall clean factor-glazed glass immediately after installing windows. Comply with manufacturer's written recommendation for final cleaning and maintenance. Contractor shall remove nonpermanent labels, and clean surfaces.

ATTACHMENT 1
Architect Specifications for the Window Systems and Glazing

- H. Contractor shall remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

END OF SECTION 085113

ATTACHMENT 1
Architect Specifications for the Window Systems and Glazing

SECTION 088000 – GLAZING

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes glazing for the following products and applications, including those specified in other Sections where glazing requirements are specified by reference to this Section:

1. 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.

1.3 PERFORMANCE REQUIREMENTS

- A. General: Contractor shall 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. Contractor shall confirm glass thicknesses by analyzing Project loads and in-service conditions. Contractor shall provide glass lites in the thickness designations indicated for various size openings, but not less than

Architect Specifications for the Window Systems and Glazing

thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:

1. Glass Thicknesses: Contractor shall select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:
 - a. Specified Design Wind Loads: As indicated.
 - b. Probability of Breakage for Vertical Glazing: 8 lites per 1000 for lites set vertically or not more than 15 degrees off vertical and under wind action.
 - 1) Load Duration: 60 seconds or less.
 - c. Minimum Glass Thickness for Exterior Lites: Not less than 6.0 mm.
 - d. Thickness of Tinted and Heat-Absorbing Glass: Provide the same thickness for each tint color indicated throughout Project.
- C. Thermal Movements: Contractor shall 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: Contractor shall provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:
 1. For monolithic-glass lites, properties are based on units with lites 6.0 mm thick.
 2. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite 6.0 thick and a nominal ½ inch-wide interspace.
 3. Center-of-Glass Values: Based on using LBL-44789 WINDOW 5.0 computer program for the following methodologies:
 - a. U-Factors: NFRC 100 expressed as Btu/ sq. ft. x h x deg F.
 - b. Solar Heat Gain Coefficient: NFRC 200.
 - c. Solar Optical Properties: NFRC 300.

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1.4 SUBMITTALS (Contractor shall provide the following):

- A. Product Data: For each glass product and glazing material indicated.
- B. Samples: 12-inch-square, for each type of glass product indicated, other than monolithic clear float glass.
- C. Preconstruction Adhesion and Compatibility Test Report: From glazing sealant manufacturer.

1.5 QUALITY ASSURANCE

- A. Preconstruction Adhesion and Compatibility Testing: Contractor shall submit to elastomeric glazing sealant manufacturers, for testing according to ASTM C 1087, samples of each glazing material type, tape sealant, gasket, glazing accessory, and glass-framing member that will contact or affect elastomeric glazing sealants:
- B. Safety Glazing Products: Contractor shall comply with testing requirements in 16 CFR 1201 and, for wired glass, ANSI Z97.1.
- C. Glazing Publications: Contractor shall comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Contractor shall refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.
 - 1. GANA Publications: GANA's "Glazing Manual."
 - 2. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for Sealed Insulating Glass Units."
- D. Insulating-Glass Certification Program: Shall be permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the Insulating Glass Certification Council.

1.6 WARRANTY

- A. Manufacturer's Special Warranty for Coated-Glass Products: Contractor shall provide manufacturer's standard form made out to Owner and signed by coated-glass manufacturer agreeing to replace coated-glass units that deteriorate f.o.b. the nearest shipping point to Project site, within specified warranty period indicated below.
 - 1. Warranty Period: Minimum 10 years from date of Substantial Completion.

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- B. **Manufacturer's Special Warranty on Insulating Glass:** Contractor shall provide 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:** Minimum 10 years from date of Substantial Completion.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
1. **Available Products:** Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified or equal.
 2. **Available Manufacturers:** Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified or equal.

2.2 GLASS PRODUCTS

- A. **Heat-Treated Float Glass:** ASTM C 1048; Type 1 (transparent flat glass); Quality-Q3; of class, kind, and condition indicated.
1. **Fabrication Process:** Shall be by horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed, unless otherwise indicated.
 2. For uncoated glass, Contractor shall comply with requirement for Condition A.
 3. For coated vision glass, Contractor shall comply with requirements for Condition C (other uncoated glass).
 4. Contractor shall provide Kind FT (fully tempered) float glass in place of annealed or Kind HS (heat-strengthened) float glass where safety glass is indicated.
- B. **Insulating-Glass Units, General:** Contractor shall provide factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, and

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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. Contractor shall 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 shall be nominal and the overall thicknesses of units shall be measured perpendicularly from outer surfaces of glass lites at unit's edge.
3. Sealing System: Contractor shall provide Dual seal.
4. Spacer Specifications: Contractor shall provide manufacturer's standard spacer material and construction.

2.3 GLAZING GASKETS

- A. Dense Compression Gaskets: Contractor shall provide molded or extruded gaskets of material indicated below, complying with standards referenced with name of elastomer indicated below, and of profile and hardness required to maintain watertight seal:

1. Neoprene, ASTM C 864.
2. EPDM, ASTM C 864.
3. Silicone, ASTM C 1115.
4. Thermoplastic polyolefin rubber, ASTM C 1115.
5. Any material indicated above.

2.4 GLAZING SEALANTS

- A. General: Contractor shall 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.

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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: Contractor shall 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.
1. Single-Component Neutral-and Basic-Curing Silicone Glazing Sealants GS-1:
 - a. Available Products (or equal):
 - 1) Dow Corning; 790 GE Silicones
 - 2) GE Silicones; Silpruf
 - 3) NUCO Industries, Inc., Hiflex 331.
 - 4) Ohio Sealants, Inc., VP275
 - 5) Pecora Corporation; 864
 - 6) Polymeric Systems, Inc.; PSI-641/
 - 7) Sonneborn, Div. of Cem-Rex Inc.; Omniseal
 - 8) Trecco; Spectroseal
 - b. Type and Grade: S (single component) and NS (nonsag).
 - c. Class: 50.
 - d. Use Related to Exposure: NT (nontraffic).
 - e. Uses Related to Glazing Substrates: M, G, A, and, as applicable to glazing substrates indicated, O.

2.5 GLAZING TAPES

- A. Back-Bedding Mastic Glazing Tapes: Contractor shall provide preformed, butyl-based elastomeric tape with a solids content of 100 percent; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; packaged on rolls with a release paper backing; and complying with ASTM C 1281 and AAMA 800 for products indicated below:
1. AAMA 804.3 tape, where indicated.
 2. AAMA 806.3 tape, for glazing applications in which tape is subject to continuous pressure.
 3. AAMA 807.3 tape, for glazing applications in which tape is not subject to continuous pressure.

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- B. Expanded Cellular Glazing Tapes: Contractor shall provide closed-cell, PVC foam tapes; factory coated with adhesive on both surfaces; packaged on rolls with release liner protecting adhesive; and complying with AAMA 800 for the following types:
1. Type 1, for glazing applications in which tape acts as a primary sealant.
 2. Type 2, for glazing applications in which tape is used in combination with a full bead of liquid sealant.

2.6 MISCELLANEOUS GLAZING MATERIALS

- A. General: Contractor shall 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: Contractor shall provide types recommended by sealant or gasket manufacturer.
- C. Setting Blocks: Contractor shall provide elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.
- D. Spacers: Contractor shall provide 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: Contractor shall provide elastomeric material of hardness needed to limit glass lateral movement (side walking).
- F. Cylindrical Glazing Sealant Backing: Contractor shall provide ASTM C 1330, Type O (open-cell material), of size and density to control glazing sealant depth and otherwise produce optimum glazing sealant performance.

2.7 FABRICATION OF GLAZING UNITS

- A. Contractor shall fabricate glazing units in sizes required to glaze openings 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.

2.8 INSULATING-GLASS UNITS (Shall meet the following requirements)

- A. Passive Solar Low-E Insulating-Glass Units IG-1:

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1. Available Products (or equal):
 - a. AFG Industries, Inc; Comfort E2.
2. Overall Unit Thickness and Thickness of Each Lite: As indicated.
3. Interspace Content: Argon, Thickness ½ - inch.
4. Outdoor Lite: Class 2 (tinted) float glass complying with ceramic-coated vision-glass requirements.
 - a. Tint Color: Bronze, as selected by Owner.
 - b. Kind FT (fully tempered).
 - c. Thickness: 3/16-inch.
5. Indoor Lite: Class 1 (clear) float glass.
 - a. Kind FT (fully tempered).
 - b. Thickness: 3/16-inch.
6. Low-E Coating: Pyrolytic on third surface.
7. Visible Light Transmittance: 37 percent minimum.
8. Winter Nighttime U-Factor: .45 maximum.
9. Summer Daytime U-Factor: .48 maximum
10. Solar Heat Gain Coefficient: 0.61 maximum.

PART 3 – EXECUTION

3.1 GLAZING

- A. General: Contractor shall 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. Contractor shall provide glazing channel dimensions, as indicated on Drawings, provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances. Contractor shall adjust as required by Project, conditions during installation.
 2. Contractor shall protect glass edges from damage during handling and installation. Contractor shall 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.

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3. Contractor shall apply primers to joint surfaces where required for adhesion of sealants, as determined by preconstruction sealant-substrate testing.
 4. Contractor shall install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer. Contractor shall set blocks in thin course of compatible sealant suitable for heel bead.
 5. Contractor shall not exceed edge pressures stipulated by glass manufacturers for installing glass lites.
 6. Contractor shall provide spacers for glass lites where length plus width is larger than 50 inches.
 7. Contractor shall provide edge blocking where indicated or need 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. Tap Glazing: Contractor shall position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops. Contractor shall install tapes continuously, but not necessarily in one continuous length. Contractor shall not stretch tapes to make them fit opening.
1. Contractor shall cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Contractor shall cover horizontal framing joints by applying tapes to jambs and then to heads and sills.
 2. Contractor shall place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Contractor shall seal joints in tapes with compatible sealant approved by tape manufacturer.
 3. Contractor shall apply heel bead of elastomeric sealant.
 4. Contractor shall center glass lites in openings on setting blocks and press firmly against tape by inserting dense compression gaskets formed and installed to lock in place against faces of removable stops. Contractor shall start gasket applications at corners and work toward centers of openings.
 5. Contractor shall apply cap bead of elastomeric sealant over exposed edge of tape.
- C. Gasket Glazing (Dry): Contractor shall fabricate compression gaskets in lengths recommended by gasket manufacturer to fit opening exactly, with allowance for stretch during installation.
1. Contractor shall 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. Contractor shall center glass lites in openings on setting blocks and press firmly against soft compression gasket by inserting dense compression

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gaskets formed and installed to lock in place against faces of removable stops. Contractor shall start gasket applications at corners and work toward centers of openings. Contractor shall compress gaskets to produce a weathertight seal without developing bending stresses in glass. Contractor shall seal gasket joints with sealant recommended by gasket manufacturer.

3. Contractor shall install gaskets so they protrude past face of glazing stops.
- D. Sealant Glazing (Wet): Contractor shall install continuous spacers, or spacers combined with cylindrical sealant backing, between glass lites and glazing stops to maintain glass face clearances and to prevent sealant from extruding into glass channel and blocking weep systems until sealants cure. Contractor shall secure spacers or spacers and backings in place and in position to control depth of installed sealant relative to edge clearance for optimum sealant performance.
1. Contractor shall force sealants into glazing channels to eliminate voids and to ensure complete wetting or bond of sealant to glass and channel surfaces.
 2. Contractor shall tool exposed surfaces of sealants to provide a substantial wash away from glass.

3.2 CLEANING AND PROTECTION

- A. Contractor shall protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Contractor shall not apply markers to glass surface. Contractor shall remove nonpermanent labels, and clean surfaces. Contractor shall protect glass from contact with contaminating substances resulting from construction operations, including weld splatter. If desirable, such protection, contaminating substances do come into contact with glass, Contractor shall remove substances immediately as recommended by glass manufacturer.
- B. Contractor shall 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 088000

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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 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 are in compliance with the requirements as stated.

Vendor's Name: Danhill Construction Co.

Authorized Signature: Robert D. Hill Date: 7/16/08

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 Ten Thousand Six Hundred Dollars (\$ 10,600.00) 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
Replace the existing operable windows with fixed windows

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
16th day of July, 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

HHR FMRS Health Systems, Inc.
101 South Eisenhower Drive

Beckley , WV 25801

RE: **Replace the existing operable windows with fixed windows.**

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 16th day of July 2008.

COLONIAL SURETY COMPANY

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

State of West Virginia

County of Fayette

AND NOW, this 16th day of July, 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



