



CONSTRUCTION INC.

600 Fulton Street

Wheeling, WV 26003

Phone: 304.233.1121 Fax: 304.233.3585

Facsimile Cover Sheet

Date: 9-19-06
To: Krista Ferrell
From: Ken Blanton
Reference: RFQ #DCH06105

Message:

Proposal for: Grave Creek Mound Archaeology Complex

Request for Quotations: DCH06105

Time of Bid Opening: 1:30 PM

Date of Bid Opening: 9/19/06

Total Number of Pages (including cover sheet): 17

Please advise us immediately if you have not received this FAX in its entirety.



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

**request for
 Quotation**

DCH06105

1

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

VENDOR

*709054624 304-233-1121
 WALTERS CONSTRUCTION COMPANY
 600 FULTON STREET
 WHEELING WV 26003

SHIP TO:

DIVISION OF CULTURE & HISTORY
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED		TERMS OF SALE		SHIP VIA		F.O.B.		FREIGHT TERMS	
06/22/2006									
BID OPENING DATE: 08/17/2006				BID OPENING TIME				01:30PM	
LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT			
0001	1	LS		968-42		2,713,516.00			
GENERAL CONSTRUCTION REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION ON BEHALF OF THE AGENCY, THE WEST VIRGINIA DIVISION OF CULTURE AND HISTORY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL WORK, INCLUDING, BUT NOT LIMITED TO, LABOR MATERIALS, EQUIPMENT, SUPPLIES, AND TRANSPORTATION FOR THE GRAVE CREEK MOUND ARCHEOLOGICAL CENTER ADDITION. LOCATED AT 801 JEFFERSON AVENUE, MOUNDSVILLE, WV 26041. A MANDATORY PRE-BID MEETING WILL BE HELD AT GRAVE CREEK MOUND ARCHAEOLOGY COMPLEX SITE IN MOUNDSVILLE, WEST VIRGINIA ON JULY 13, 2006 AT 1:00 PM. VENDORS FAILING TO ATTEND THE PRE-BID MEETING WILL BE DISQUALIFIED FROM BIDDING THIS PROJECT. SUCESSFUL VENDOR MUST SUBMIT LIST OF SUB-CONTRACTORS TO THE ARCHITECT. EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE									
SEE REVERSE SIDE FOR TERMS AND CONDITIONS									
SIGNATURE <i>Herbert Walters</i>				TELEPHONE 304-233-1121		DATE 9-19-06			
TITLE President		FON 55-0666754		ADDRESS CHANGES TO BE NOTED ABOVE					

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

~~GENERAL TERMS AND 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 registration fee. (Effective June 8, 2006, the fee will change from \$45.00 to \$125.00 pursuant to House Bill 4031.)
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 is automatically null and void, and is 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. **DUPLICATE BIDS:** All quotations must be delivered by the bidder to the respective offices 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.

ORIGINAL SIGNED BID TO:

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

DUPLICATE BID TO:

State Auditor's Office
 Bid Observer
 Building 1 Room W114
 1900 Kanawha Boulevard, East
 Charleston, WV 25305-0230

NOTICE: Beginning June 8, 2006, there is no need to submit a duplicate bid to the State Auditor's Office pursuant to House Bill 4031.



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**Request for
 Quotation**

DCH06105

2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIVISION OF CULTURE & HISTORY
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
06/22/2006						
BID OPENING DATE: 08/17/2006		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MARSHALL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.						
() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.						
(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE				TELEPHONE		DATE
TITLE			FIRM		ADDRESS CHANGES TO BE NOTED ABOVE	

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5

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DATE PRINTED:	TERMS OF SALE:	SHIP VIA:	F.O.B.:	FREIGHT TERMS:
06/22/2006				
BID OPENING DATE: 08/17/2006		BID OPENING TIME 01:30PM		

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

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Quotation

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4

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

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(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.						
(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.						
(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. 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.						
REV. 11/96						
EXHIBIT 10						
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. :						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE			TELEPHONE		DATE	
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE		

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Department of Administration
Purchasing Division
2019 Washington Street East
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Charleston, WV 25305-0130

QUOTATION

DECEMBER

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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304-558-2596

RFQ COPY
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DIVISION OF CULTURE & HISTORY
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06/22/2006				
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NO. 1	X					
NO. 2	X					
NO. 3	X					
NO. 4	X					
NO. 5						

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

Walters Construction, Inc. SIGNATURE
Walters Construction, Inc. COMPANY
September 19, 2006 DATE

REV. 11/96

CONTRACTORS LICENSE

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

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**Request for
 Quotation**

DCH06105

7

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BID OPENING DATE: 08/17/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	U/P	QAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Walters Construction, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV000166</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	TELEPHONE	DATE
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TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE
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Quotation

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8

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AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 21 REQ. NO.: DCH06105 09 19 BID OPENING DATE: 08/17/2006 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-233-3585 PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Glenn L. Walters						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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***** THIS IS THE END OF RFQ DCH06105 ***** TOTAL:						2,713,516.00

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Tom Walters* TELEPHONE: 304-233-1121 DATE: 9-19-06
 TITLE: President FEIN: 55-066743 ADDRESS CHANGES TO BE NOTED ABOVE

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

Grove & Dall'Olio Architects PLLC

Addition to the Grave Creek Mound Archaeological Complex
Project No. 04820

FORM OF PROPOSAL

To Owner: The State of West Virginia Division of Culture and History

Project: Addition to the Grave Creek Mound Archaeological Complex
& Renovation of the HVAC and Fire Alarm Systems

Having carefully examined the drawings, specifications, the Scope of Work and associated Bid documents dated April 19, 2006 in addition to any and all Addenda, as prepared by Grove & Dall'Olio Architects PLLC, 218 West King Street, Martinsburg, WV and their consulting engineers, as well as the site and conditions affecting the work, propose to finish all material, equipment, labor, machinery, tools, supplies, services, applicable taxes and specified insurance necessary to perform the entire work, as set forth in accordance with said documents within the time set forth below:

Name, Title: Glenn L. Walters, President
(Please Type or Print)

Firm Name: Walters Construction, Inc. Corporate Seal if Applicable

Firm Address: 600 Fulton Street

Wheeling, WV 26003

Telephone: 233-1121 Fax: 233-3585

Contractor's West Virginia License No.: WV000166

Moundsville Business License No.: 4336

West Virginia State Code 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the Contractors license. Application for a contractors license may be made by contacting The West Virginia Department of Labor, 1800 Washington Street, E., Charleston, WV 25305. Telephone (304)-558-7890.

Addenda Acknowledgement

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

Addenda No. 1 X

Addenda No. 3 X

Addenda No. 2 X

Addenda No. 4 X

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

Signature: *Glenn L. Walters* Date: 9-19-06
(Signature in Ink) Glenn L. Walters, President

Grove & Dall'Olio Architects PLLC

Addition to the Grave Creek Mound Archaeological Complex
Project No. 04820

PROPOSAL

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth below for the sum of:

BASE BID WORK:

The Bidder agrees to provide all of the work described in the Construction Documents and in subsequent addenda pertaining to the Renovation to and Addition to the Grave Creek Mound Archaeological Complex for the sum of:

Two million seven hundred thirteen dollars \$ 2,713,516.00

(Amount to be shown in both words and numbers. In the event of a difference between the written and the number amount, the written amount shall prevail.)
thousand five hundred sixteen

DEDUCT ALTERNATE NO. 1 - DEMOLITION OF THE COOLING TOWER

The Bidder agrees that the cost savings for not demolishing and disposing of the existing cooling tower as per the Contract Documents amounts to the sum of:

Thirty thousand seven hundred fifty dollars \$ 30,750.00

(Amount to be shown in both words and numbers. In the event of a difference between the written and the number amount, the written amount shall prevail.)

DEDUCT ALTERNATE NO. 2 - LANDSCAPING

The Bidder agrees that the cost savings for not completing the landscaping work itemized as Deduct Alternate No. 2 on the Contract Documents amounts to the sum of:

Six thousand twenty-eight dollars \$ 6,028.00

(Amount to be shown in both words and numbers. In the event of a difference between the written and the number amount, the written amount shall prevail.)

DEDUCT ALTERNATE NO. 3 - ADDITIONAL CONCRETE SIDEWALK REPLACEMENT AT MAIN ENTRANCE

The Bidder agrees that the cost savings for not removing and replacing the concrete paving at the existing main entrance as per the Contract Documents amounts to the sum of:

Five thousand six hundred ten dollars \$ 5,610.00

(Amount to be shown in both words and numbers. In the event of a difference between the written and the number amount, the written amount shall prevail.)

DEDUCT ALTERNATE NO. 4 - PORTABLE FUME AND DUST COLLECTOR

The Bidder agrees that the cost savings for not providing and installing the portable fume and dust collector as specified in the Contract Documents amounts to the sum of:

Six thousand six hundred dollars \$ 6,600.00

(Amount to be shown in both words and numbers. In the event of a difference between the written and the number amount, the written amount shall prevail.)

DEDUCT ALTERNATE NO. 5 - CHEST FREEZER

The Bidder agrees that the cost savings for not providing and installing the Laboratory Chest Freezer as specified in the Contract Documents amounts to the sum of:

Seven thousand four hundred eighty-nine dollars \$ 7,489.00

(Amount to be shown in both words and numbers. In the event of a difference between the written and the number amount, the written amount shall prevail.)

Grove & Dall'Olio Architects PLLC

Addition to the Grave Creek Mound Archaeological Complex
Project No. 04820**LIST OF SUBCONTRACTORS**

If awarded the Contract, we will employ the following subcontractors for portions of work not performed directly by undersigned.

Name	Trade	Phone Number
A.C.J. Electric	Electrical	740-859-4557
H. E. Neumann	Plumbing/HVAC	304-232-3040
Wilson Blacktop Corp.	Asphalt	740-633-5202
McFarland Excavating	Site Utilities	304-547-5057
Penn Systems Group	Shelving	412-279-7676
Miller, Thomas, Gyekis	Roofing	412-331-4610
Brewer & Co. of WV	Sprinkler	800-642-8598
American Plate Glass	Glass/Glazing	304-242-7800

Respectfully Submitted:

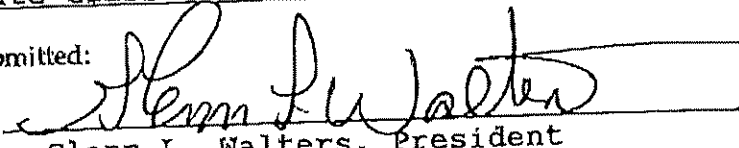
Signature:
(Signature in Ink)

 Glenn L. Walters, President
Date: 9-19-06**END OF FORM OF PROPOSAL**

EXHIBIT B
CONTRACTOR'S LICENSE

West Virginia State Code § 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractors license. Application for a contractors license may be made by contacting the West Virginia Department of Labor, 1800 Washington Street, E., Charleston, WV 25305. Telephone: (304) 558-7890.

West Virginia State Code §21-11-11 requires any prospective bidder to include the contractors license number of their bid.

Bidders to Complete:

Contractor's Name Walters Construction, Inc.

Contractor's License No. WV000166

The successful bidder will be required to furnish a copy of their contractors license prior to issuance of a Purchase Order/Contract.

DIVISION OF CULTURE
AGENCY & HISTORY

RFQ/RFP# DCH06105

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, WALTERS CONSTRUCTION, INC. of 600 FULTON STREET WHEELING, WV 26003 as Principal, and OHIO FARMERS INSURANCE COMPANY of ONE PARK CIRCLE - WESTFIELD CENTER, OH 44251 as a corporation organized and existing under the laws of the State of OHIO, with its principal office in the City of WESTFIELD CENTER, as Surety, are held and firmly bound unto The State of West Virginia, as Obligees, in the penal sum of FIVE PERCENT OF THE TOTAL (5%) 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 ADDITION TO GRAVE CREEK MOUND ARCHAEOLOGY COMPLEX & RENOVATION OF HVAC & FIRE ALARM SYSTEMS

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 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 Obligees 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 hereto and these presents to be signed by their proper officers, this 17th day of AUGUST, 2006

Principal Corporate Seal

WALTERS CONSTRUCTION, INC.

(Name of Principal)
By [Signature]
(Must be President or Vice President)

President
Title

OHIO FARMERS INSURANCE COMPANY
(Name of Surety)

Surety Corporate Seal

Countersigned:

NOT APPLICABLE

Resident West Virginia Agent

By [Signature]
Attorney-in-Fact
NICHOLAS A. SPARACHANE/WV RESIDENT AGENT

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, a power of attorney must be attached, and a West Virginia resident agent must sign or countersign.

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint PAUL R. TURNER, NICHOLAS A. SPARACHANE, ANNETTE L. LAWRENCE, JOINTLY OR SEVERALLY

of WHEELING and State of 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, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS,

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable 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 each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive 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:

The 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 cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 18th day of FEBRUARY A.D., 2004.

Corporate Seal: Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss.:

On this 18th day of FEBRUARY A.D., 2004, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal: Affixed



William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, M. Brooks Rorapough, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have herunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 17TH day of AUGUST A.D., 2006.



M. Brooks Rorapough

M. Brooks Rorapough, Secretary