

DEFK6238

SECTION I - BASE BID AND ALTERNATES

Dated: August 15, 2006
(Bidder to insert date bid submitted)

SUBMITTED BY:

Ahern & Associates, Inc. (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 002274

For: APRON EXPANSION/REHABILITATION and TAXIWAY REPLACEMENT
WILLIAMSTOWN, WEST VIRGINIA

QUALIFICATIONS OF BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations.

SUBMITTED TO:

The State of West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete replacement of existing asphalt taxiway and concrete repairs of the existing apron per the design documents at AASF #1, Williamstown, WV in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

For the Sum of: Two Million Nine Hundred Twenty Thousand Eight Hundred
Thirty Dollars and Zero Cents (\$ 2,920,830.00)

(The Base Bid is the summation of items as specified in Section II of the Revised Bid Form.)

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Alternate Bid: Taxiway Force Protection Gate - This work shall consist of furnishing and installing a cantilever box frame roller gate and security fencing in accordance with the Plans and Specifications.

ADD the sum of: Six Hundred Eighty Two Thousand Four Hundred Ten Dollars
and Zero Cents (\$ 682,410.00)

DEFK6238

Alternate Bid: Compass Pad Rehabilitation - This work shall consist of concrete rehabilitation for the compass calibration pad located off of the taxiway in accordance with the Plans and Specifications

ADD the sum of: Thirty One Thousand Eight Hundred Sixty Dollars and
Zero Cents (\$ 31,860.00)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than **365 calendar days** from Notice to Proceed. Total liquidated damages are \$750.00 first day and \$500.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date)

1-07/19/06

2-08/03/06

SIGNATURE OF BIDDER:

Firm: Ahern & Associates, Inc.

By: 

Address: PO Box 9367

Title: Vice President

Address: 5725 Kanawha Trnpg SW

Phone: (304)766-8062

Address: South Charleston, WV 25309

Fax: (304)766-7396

Tax Cert#: 31-1316393

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

The Engineer shall be notified if the Bidder's takeoff varies significantly from the Engineer's estimated quantities.

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization (maximum 7%)	1	LS	195,000.00	195,000.00
2	Quality Control (maximum 2%)	1	LS	100,000.00	100,000.00
3	Demolition of Existing Taxiway	1	LS	324,200.00	324,200.00
4	Sign Relocation	1	LS	3,000.00	3,000.00
5	Demolition of Grounding and Tie-Down Anchors	1	LS	150,000.00	150,000.00
6	HMA Base Course	4,350	TN	88.00	382,800.00
7	HMA Wearing Course	725	TN	100.00	72,500.00
8	Free Draining Base	1,620	TN	80.00	129,600.00
9	Free Draining Base Trench	2,020	LF	17.00	34,340.00
10	Outlet Pipe	350	LF	20.00	7,000.00
11	Fabric, Separation	10,500	SY	1.80	18,900.00
12	Unclassified Excavation	1	LS	323,485.00	323,485.00
13	Sediment and Erosion Control	1	LS	7,500.00	7,500.00
14	Seeding	1	LS	10,000.00	10,000.00
15	Concrete Sidewalks	220	SY	88.00	19,360.00
16	Apron Lighting Contactor	1	LS	2,500.00	2,500.00
17	Taxiway Inset Centerline Lights	30	EA	2,600.00	78,000.00
18	Underground Raceways	1	LS	65,000.00	65,000.00
19	Conductors	1	LS	50,000.00	50,000.00
20	Handholes	1	LS	3,000.00	3,000.00
21	Testing (Taxiway Lighting)	1	LS	1,500.00	1,500.00
22	Edge Reflectors	70	EA	1,000.00	70,000.00
23	Pavement Marking, Phase I (Taxiway)	1	LS	7,950.00	7,950.00
24	Concrete Pavement, Plain	1,500	SY	57.00	85,500.00
25	Concrete Pavement, Reinforced	370	SY	121.00	44,770.00
26	Class 1 Stone	560	TN	40.00	22,400.00
27	Aircraft Tie-Down Anchors	36	EA	500.00	18,000.00
28	Static Ground Anchors	6	EA	600.00	3,600.00
29	Expansion Joint Rehabilitation	17,800	LF	5.00	89,000.00
30	Control Joint Replacement	37,400	LF	4.00	149,600.00
31	Random Crack Replacement	1,800	LF	5.00	9,000.00
32	Full-Depth Concrete Repair	200	SY	90.00	18,000.00
33	Concrete Slab Replacement	600	SY	90.00	54,000.00
34	Pop-Out Repair	6	CY	10,000.00	60,000.00
35	Partial Depth Spall Repair	3,400	LF	85.00	289,000.00
36	Pavement Marking, Phase II (Northern Apron)	1	LS	14,775.00	14,775.00
37	Pavement Marking, Phase III (Southern Apron)	1	LS	7,550.00	7,550.00
				TOTAL	\$2,920,830.00

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
ALTERNATE BID ITEM					
Taxiway Force Protection Gate					
38	Security Fencing	1,424	LF	23.00	32,752.00
39	Gravel Access Road	100	LF	19.00	1,900.00
40	Grouted Riprap Ditch	180	LF	144.00	25,920.00
41	Unclassified Excavation	1	LS	145,000.00	145,000.00
42	Cantilever Box Frame Roller Gate & Operator Sys.	1	LS	431,000.00	431,000.00
43	12' Swing Gates	2	EA	994.00	1,988.00
44	Site Preparation	1	LS	37,600.00	37,600.00
				TOTAL	\$682,410.00
ALTERNATE BID ITEM					
Compass Pad Rehabilitation					
45	Expansion Joint Replacement	480	LF	5.00	2,400.00
46	Control Joint Replacement	640	LF	4.00	2,560.00
47	Random Crack Rehabilitation	80	LF	5.00	400.00
48	Pop-Out Repair	0.1	CY	10,000.00	1,000.00
49	Partial Depth Spall Repair	300	LF	85.00	25,500.00
				TOTAL	\$ 31,860.00
50	Existing Taxiway Gate Removal (Per Addendum #2)	1	LS	6,250.00	6,250.00



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
DEFK6238

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ADDRESS CORRESPONDENCE TO ATTENTION OF
CHUCK BOWMAN
304-558-2157

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Ahern & Associates, Inc.
 PO Box 9367
 5725 Kanawha Turnpike SW
 South Charleston, WV 25309

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 341-6368

DATE PRINTED 06/08/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/10/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-08		\$3,635,100.00
<p>AIRPORT TAXIWAY CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE AGENCY, THE WEST VIRGINIA ARMY NATIONAL GUARD, CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE, IS SEEKING BIDS FOR THE APRON EXPANSION/REHABILITATION AND TAXIWA REPLACEMENT AT AASF #1 IN WILLIAMSTOWN, WV.</p> <p>A MANDATORY ON-SITE PRE-BID CONFERENCE IS SCHEDULED FOR 07/11/06 AT 10:00 AM FOR ALL GENERAL CONTRACTORS. MEETING LOCATED AT THE CLASSROOM, AASF #1, 387 AVIATION DRIVE, WILLIAMSTOWN, WV 26187. FAILURE TO ATTEND THIS MANDATORY PRE-BID MEETING WILL RESULT IN THE DISQUALIFICATION OF ANY SUBMITTED BID FROM A CONTRACTOR NOT IN ATTENDANCE AT THIS MEETING.</p> <p>THE PROJECT IS LOCATED AT THE ARMY AVIATION SUPPORT FACILITY WHICH PROVIDES AVIATION MAINTENANCE SUPPORT TO NATIONAL GUARD AVIATION ASSETS AND OTHER MILITARY UNITS, AS REQUIRED. THIS PROJECT WILL RENOVATE THE EXISTING TAXIWAY AND EXPAND THE EXISTING PARKING AREA TO ACCOMODATE A CHANGED AIRCRAFT TYPE, AND THEREBY IMPROVE BOTH SAFETY AND OPERATIONAL CONSTRAINTS.</p> <p>CONSTRUCTION DOCUMENTS HAVE BEEN PREPARED BY THE FIRM OF CAPITOL ENGINEERING, INC., (CEI), OF CHARLESTON, WV. CONTRACTORS MAY ACQUIRE DOCUMENTS BY CONTACTING:</p> <p>CAPITOL ENGINEERING, INC. 11 WYOMING STREET</p>						

See

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE (304)766-8062 DATE 08/15/06
 TITLE Vice President PEIN 31-1316393 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required 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



State of West Virginia
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Request for Quotation

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CHUCK BOWMAN 304-558-2157

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TYPE NAME/ADDRESS HERE
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 South Charleston, WV 25309

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BID OPENING DATE: **08/10/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	SUITE 200 CHARLESTON, WV 25302 (304) 344.0720					
<p>DOCUMENTS WILL BE ISSUED TO GENERAL CONTRACTORS (MAXIMUM 2 SETS) FOR A NON-REFUNDABLE FEE OF \$75.00 PER SET FOR SHIPPING AND HANDLING. OTHER INTERESTED PARTIES MAY PURCHASE SETS AT COST. ONLY COMPLETE SETS WILL BE ISSUED.</p> <p>ALL PARTIES WISHING TO SUBMIT A BID MUST CONTACT THE WV PURCHASING DIVISION FOR BIDDING INFORMATION.</p> <p>ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE PLANS AND SPECIFICATION AS PREPARED BY CAPITOL ENGINEERING, INC., AND THE TERMS AND CONDITIONS STIPULATED BY STATE PURCHASING, STATE OF WEST VIRGINIA.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</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 WOOD COUNTY, PURSUANT</p>						

SIGNATURE		SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE	FEIN	TELEPHONE	DATE
Vice President	31-1316393	(304) 766-8062	08/15/06
ADDRESS CHANGES TO BE NOTED ABOVE			

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<p>TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (304) 766-8062	DATE 08/15/06
TITLE Vice President	FEIN 31-1316393	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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> <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</p>						

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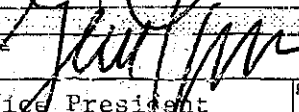
DIV ENGINEERING & FACILITIES
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<p>INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION 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.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 .X 07/19/06.....</p> <p>NO. 2 .X 08/03/06.....</p> <p>NO. 3 </p> <p>NO. 4 </p> <p>NO. 5 </p>						

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SIGNATURE:  TELEPHONE: (304)766-8062 DATE: 08/15/06

TITLE: Vice President FEIN: 31-1316393 ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: **08/10/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p><i>[Signature]</i>.....SIGNATURE Ahern & Associates, Inc.....COMPANY 08/15/06.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY 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: Ahern & Associates, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV002274</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 766-8062	DATE 08/15/06
TITLE Vice President	FEIN 31-1316393	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
 DEFK6238

PAGE
 8

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Ahern & Associates, Inc.
 PO Box 9367
 5725 Kanawha Turnpike SW
 South Charleston, WV 25309

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/08/2006				

BID OPENING DATE: 08/10/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (304) 766-8062	DATE 08/15/06
TITLE Vice President	FEIN 31-1316393	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
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 Charleston, WV 25305-0130

Request for Quotation

RFO NUMBER
 DEFK6238

PAGE
 9

ADDRESS CORRESPONDENCE TO ATTENTION OF
 CHUCK BOWMAN
 304-558-2157

RFQ COPY

TYPE NAME/ADDRESS HERE

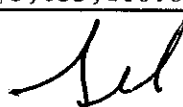
Ahern & Associates, Inc.
 PO Box 9367
 5725 Kanawha Turnpike SW
 South Charleston, WV 25309

SHIP TO


DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/08/2006				

BID OPENING DATE: 08/10/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: CB-23 REQ. NO.: DEFK6238 BID OPENING DATE: 08/10/2006 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 766-7396 PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Gene Thompson, Vice President						
***** THIS IS THE END OF RFQ DEFK6238 ***** TOTAL:						\$3,635,100.00 

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE (304) 766-8062 DATE 08/15/06

TITLE Vice President FEIN 31-1316393 ADDRESS CHANGES TO BE NOTED ABOVE

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Ahern & Associates, Inc.
of South Charleston, WV, as Principal, and Safeco Insurance Company of
America of Seattle, WA, a corporation organized and existing under the laws of the State of
WA with its principal office in the City of Seattle, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 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
DEFK6238 - Replace Taxiway to Army Aviation Support Facility, Wood County, WV

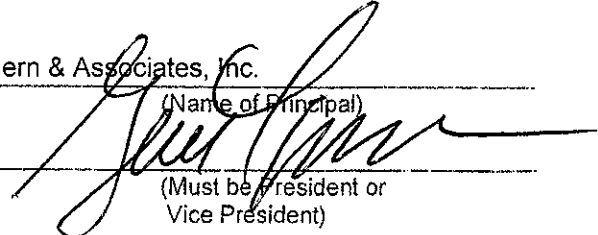
NOW THEREFORE,

- (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

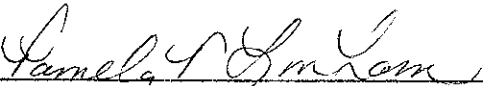
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension

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
15th day of August, 2006

Principal Corporate Seal

Ahern & Associates, Inc.
(Name of Principal)
By: 
(Must be President or
Vice President)
Vice President
(Title)

Surety Corporate Seal

Safeco Insurance Company of America
(Name of Surety)
By: 
Pamela V. Lanham Attorney-in-Fact

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



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
GENERAL INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE WASHINGTON 98185

No. 2034

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation does each hereby appoint

KIMBERLY I. MILES; JANIS K. PEACOCK; DOUGLAS P. TAYLOR; ANDREW K. TEETER; DONNA J. PRICE; PAMELA V. LANHAM; Charleston West Virginia

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business and to bind the respective company thereby

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 14th day of January 2004

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13 - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided however that the seal shall not be necessary to the validity of any such instrument or undertaking "

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA
and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28 1970

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof "

I, Christine Mead Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations and of a Power of Attorney issued pursuant thereto are true and correct, and that both the By-Laws the Resolution and the Power of Attorney are still in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 15th day of August 2006



CHRISTINE MEAD, SECRETARY

AFFIDAVIT 012**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 owned 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:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia

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: Ahern & Associates, Inc.

Authorized Signature: _____

Date: 08/15/06