



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
858C2003

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN JOHNSTON
304-558-2402

VENDOR
 *709015521 724-887-8096
 GREEN ACRES CONTRACTING CO
 PO BOX 463
 SCOTTDALE PA 15683

SHIP TO
 DIVISION OF HIGHWAYS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED 07/16/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 08/08/2007 BID OPENING TIME 01:30PM				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		150-88	\$242,200.00	\$242,200.00
INSTALL REINFORCED CONCRETE FOUNDATION OPEN END CONTRACT TO FURNISH ALL LABOR, EQUIPMENT AND MATERIAL TO INSTALL REINFORCED CONCRETE FOUNDATIONS IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS. EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT. RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **724-887-8096** DATE **8/03/07**

TITLE **James F. Humberston, V. Pres.** FEIN **25-1271209** ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 724-887-8096	DATE 8/03/07
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<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV. 07/16/2007</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 VARIOUS COUNTIES, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET,SEQ.</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>						

SIGNATURE			SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE James F. Humberston, V. Pres		FEIN 25-1271209	TELEPHONE 724-887-8096	DATE 8/03/07
ADDRESS CHANGES TO BE NOTED ABOVE				

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				<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>(XX) 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 ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR/MATERIAL BOND.</p> <p style="text-align: center;">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>		

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S H I P T O

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LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 724-887-8111 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Rob Rollinson ----- ***** THIS IS THE END OF RFQ 858C2003 ***** TOTAL: <u>\$242,200.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 724-887-8096	DATE 8/03/07
TITLE James P. Humberston, V Pres.	FEIN 25-1271209	ADDRESS CHANGES TO BE NOTED ABOVE

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INSTALLATION OF CONCRETE FOUNDATION BREAKAWAY SIGN SUPPORTS - STATEWIDE

SCOPE OF WORK

The Contractor is responsible for the installation of foundations for breakaway and non-breakaway sign supports in association with LOGO and TODS/LOGO signing as well as other related signing programs. The Contractor shall be required to place sign foundations on a statewide basis for the Interstate Highway System, the Appalachian Highway corridor System, and other expressway facilities. The Contractor may also be required to place assemblies along 2-lane U.S., State, and County routes. In addition, the Contractor will also be required to place flexible, tubular, delineator posts and anchors at specified assemblies to mark their locations.

GOVERNING SPECIFICATIONS

The "West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000" (Standard Specifications), and the "West Virginia Division of Highways, Standard Details Book, Volume II, Signing, Signals, Lighting, and Marking" (Standard Details), latest printing. The following Contract specifications are the governing provisions and shall supersede the Standard Specifications and Standard Details where applicable.

INSTALLATION – GENERAL NOTES

1. The West Virginia Division of highways' Traffic Engineering Division (WVDOH TED) shall identify assembly locations along mainlines, interchanges, and at-grade intersections. These sign locations shall be referenced from easily identifiable points, or shall be referenced on sign plans by mile point or station number.
2. The WVDOH TED shall supply the Contractor with the stubs or anchor bolts for the breakaway supports and flexible delineator posts with anchors. The Contractor shall be required to supply reinforcement steel and concrete.
3. Unless otherwise indicated on the Work Order Release, Type I foundations shall be W10 foundations, Type II foundations shall be W8 foundations, Type III foundations shall be W6 foundations, and Type IV foundations shall be S4 foundations installed as detailed in the Standard Details Book on sheet TE1-3C. The Contractor shall comply with the WVDOH Standard Detail Sheets TE1-3A, TE1-3B, and TE1-3C on all installations, regardless of the type of breakaway mechanism, in regards to stub clearance, sign orientation, sign/post offset, and post spacing for all installations. If foundations are to be installed for non-existing signs, the Contractor shall be made aware of the width of the sign that the foundations are to be installed for in order for the Contractor to determine the proper post spacing and offset from the shoulder or guardrail. The Engineer shall supply any additional detail drawings required.
4. The Contractor shall be informed of the number of foundations to be installed at each assembly and the foundation Type to be installed. The Contractor will also be informed of which assemblies will require flexible delineator posts and anchors, if any. The Engineer will supply photographs or maps of assembly locations to further detail the required placement of foundations if necessary.
5. Assemblies that require flexible delineator posts and anchors shall have a flexible delineator post with anchor installed directly in front of each foundation where the front of the foundation shall be considered the side which faces traffic. The flexible delineator post and anchor shall be installed within one (1) foot of the edge of the concrete footing.
6. All sign locations are approximate. If critical, the exact location of each foundation shall be staked. New sign support foundations shall not be placed within or straddling ditch bottoms, unless indicated otherwise on the work order Release.
7. If need be, the Contractor shall remove a section(s) of guardrail in order to gain access to the location of the proposed foundations. The Contractor shall subsequently reinstall the removed guardrail to its' original condition. The Contractor shall be paid no additional compensation for this.
8. Due to placement limitations, the Contractor may be required to install foundations on the edges of steep slopes and possibly on vehicle inaccessible relief benches. The Contractor, in these cases, shall utilize a drill auger with extra reach capability and shall place concrete with a concrete bucket if necessary. The Contractor shall be paid no additional compensation for such installations.

Specifying the installation of foundations at these type locations will be avoided if at all possible.

9. Class B concrete shall be utilized for each foundation. (see subsection 601.7 – mixing of the Standard Specifications. The one hour maximum allowable time quoted in the third paragraph shall be allowed to be one and one-half hours).
10. Foundations shall be bid regardless of rock and soil conditions. The Contractor shall be paid the bid price for each foundation Type regardless of as built dimensions of foundation and shall not be paid additional compensation for concrete overage.
11. The Engineer may, in some cases, specify an elevation difference between the top of stub plates at a specified pre-staked assembly, which shall be obtained by the Contractor at the time that the foundations are placed. No additional compensation will be paid to the Contractor for this.
12. The WVDOH District Construction Office shall provide inspection for Work Order Releases as part of this Contract if necessary. If inspection is to be provided, the Contractor shall coordinate their work with the District(s) responsible for inspection. This shall include notifying the pertinent District(s) a minimum of seven (7) days prior to beginning work.

MEASUREMENT

1. At each assembly, the Contractor shall, upon completion of the assembly, determine the elevation of each of the stub plates. The elevation shall be taken from the top of the stub plate and shall be relative to the elevation at the edge of pavement. Elevations shall be reported and transmitted on the attached **"Statewide Sign Foundation Installation Contract - Foundation Elevation Sheet"**.
2. The stub/foundation closest to the roadway shall be designated stub/foundation "A". The next stub/foundation shall be designated "B", and so forth.
3. The Contractor shall denote the elevation difference (+/-) in elevation from the edge of pavement to the top of each stub plate in units of inches. Positive (+) measurements shall indicate that the top of the stub plate is above the edge of pavement. Negative (-) measurements shall indicate that the top of the stub plate is below the edge of pavement.
4. This information shall normally be transmitted to the WVDOH-TED within three (3) days after all work is completed on a particular Work Order Release. If required by the Engineer, the Contractor shall submit elevations for all foundations completed on the current Work Order Release at the time of the request within three (3) days of the request.
5. Occasionally, the Contractor may be required to obtain additional measurements pertinent to the installed assembly, such as post lengths for existing assemblies. Such requirements shall be noted on the Work Order Release and shall be reported on the elevation reporting sheet.

MAINTENANCE OF TRAFFIC NOTED

1. Maintenance of traffic shall be in accordance with Section 636 of the West Virginia Department of Transportation, Division of Highways' Standard Specifications Roads and Bridges, adopted 2000 and the manual, "Traffic control for Street and Highway Construction Operations," November 1994. All traffic control shall be inclusive within the bid price of each foundation.
2. It shall be the Contractors' responsibility to coordinate traffic control with any adjacent or overlapping project. This coordination shall be done through the Engineer to insure that any closure shall not conflict with any other closure.

COMPLETION AND PAYMENT

1. The Contractor shall have sixty (60) calendar days to complete work for requests of twenty (20) to one-hundred (100) total foundations. The Contractor shall have forty-five (45) calendar days to complete work for requests of one (1) to nineteen (19) total foundations.
2. Days allowed to completion shall begin on the last day allowed for completion of the previous Work Order Release, or on the last day of work on the previous Work Order Release, whichever is soonest. If the next Work Order Release is not released prior to completion of the previous Work Order Release, days allowed to completion shall begin upon the date of release of the Work Order Release to the Contractor or a later agreed upon date between the Engineer and the Contractor.
3. The Contractor is to submit an invoice for full payment after the entire Work Order Release is complete. There shall be no partial payments.
4. The Contractor shall be assessed liquidated damages per District per calendar day in the amount indicated in section 108.7 of the Standard Specifications.
5. When sign foundations are required to be installed, the WVDOH TED will release the work order to the Contractor. The Contractor shall have fifteen (15) calendar days to begin work. The Contractor is entitled to mobilization payment in each District only once per Work Order Release except in the event the Engineer directs work to be done in another District before completion of work in a given District, or if the Engineer adds work to a particular District on a particular Work Order Release after the Contractor has completed the original specified work in the subject District. The Engineer may, in some cases, direct the Contractor as to the sequence that Districts shall be completed on a given Work Order Release involving multiple Districts. No additional compensation will be paid to the Contractor for this.

CONTRACT FAMILIARIZATION MEETING

The WVDOH-TED may require the successful bidder to attend a project familiarization meeting to be held in Charleston, WV between Traffic Engineering Personnel and the successful Contractor, within seven (7) calendar days of the letting date of this Contract.

DESCRIPTION OF BID ITEMS

- Bid Item 1: "Mobilization Per District" shall consist of the payment of one unit of this Item per each occurrence that the Contractor is directed to install one or more foundations in a particular District.
- Bid Item 2: "Plastic Delineator Post" shall consist of the installation of a yellow 54 inch soil mounted flexible delineator post with red sheeting, when indicated, directly in front of a foundation installed under Bid Items 3 through 6.
- Bid Item 3: "Class B Concrete Footing, Reinforced, Roadside, Type I" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be greater than 1.00 CY and equal to or less than 1.20 CY. W10 sign support foundations shall be considered Type I foundations.
- Bid Item 4: "Class B Concrete Footing, Reinforced, Roadside, Type II" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be greater than 0.70 CY and equal to or less than 1.00 CY. W8 sign support foundations shall be considered Type II foundations.
- Bid Item 5: "Class B Concrete Footing, Reinforced, Roadside, Type III" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be greater than 0.30 CY and equal to or less than 0.70 CY. W6 sign support foundations shall be considered Type III foundations.
- Bid Item 6: "Class B Concrete Footing, Reinforced, Roadside, Type IV" shall consist of the complete installation of a Class B concrete sign support foundation, including stub post or anchor bolts and reinforcement steel, where the plan volume of the sign support foundation shall be equal to or less than 0.30 CY. S4 sign support foundations shall be considered Type IV foundations.

ESTIMATED QUANTITIES

Estimated quantities by District are as follows:

DISTRICT	ITEM 1 MOB.	ITEM 2 DEL.	ITEM 3 TYPE I	ITEM 4 TYPE II	ITEM 5 TYPE III	ITEM 6 TYPE IV
1	2	4	2	5	11	27
2	2	8	2	5	12	18
3	3	18	5	15	13	18
4	2	5	4	6	10	8
5	3	18	3	11	8	8
6	2	5	0	8	4	7
7	2	3	0	4	12	15
8	2	2	2	5	12	7
9	1	2	2	6	4	16
10	2	5	0	4	4	6
TOTAL	20	70	20	70	90	130

BID SCHEDULE

The following estimated quantities are for bid purposes only. Actual quantities will be determined by needs of the West Virginia Division of Highways and may be increased or decreased:

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	20	Mobilization Per District	\$1,000.00	\$ 20,000.00
2	70	Plastic Delineator Post	10.00	700.00
3	15	Class B Concrete Footing, Reinforced, Roadside, Type I	900.00	13,500.00
4	70	Class B Concrete Footing, Reinforced, Roadside, Type II	800.00	56,000.00
5	90	Class B Concrete Footing, Reinforced, Roadside, Type III	750.00	67,500.00
6	130	Class B Concrete Footing, Reinforced, Roadside, Type IV	650.00	84,500.00
CONTRACT TOTAL →				\$242,200.00

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Green Acres Contracting Company, Inc.
P.O. Box 463, Scottsdale, PA 15683

as Principal, hereinafter called the Principal, and Travelers Casualty and Surety Company of America
1660 West 2nd Street, Ste. 500, Cleveland, OH 44113

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia

2019 Washington Street East, Charleston, WV 253050130

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

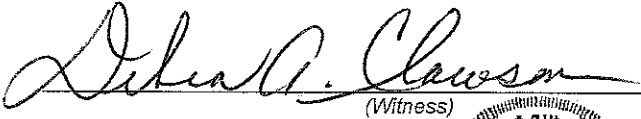
Dollars (\$ 5%),

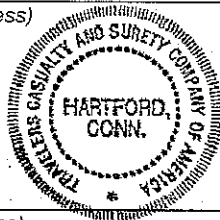
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Install Reinforced Concrete Foundation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of August, 2007


(Witness)




Susan C. Caputy
(Witness)

Green Acres Contracting Company, Inc.

(Principal)

(Seal)

By:  Vice President

James F. Humberston (Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:  Attorney-in-Fact Jeffrey A. Frank (Title)



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Surety Bond No. Bid Bond

Principal: Green Acres Contracting Company, Inc.

OR

Project Description: Install Reinforced Concrete Foundation

Obligee: State of West Virginia

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Jeffrey A. Frank of the City of Pittsburgh, State of PA, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of August, 2006.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of August, 2006, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is


FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of August, 2007.


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at stpaultravelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

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 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 exceed 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: GREEN ACRES CONTRACTING COMPANY, INC.

Authorized Signature:  Date: 8/03/07
James F. Humberston, Vice President