



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  
**COR61356**

PAGE  
**1**

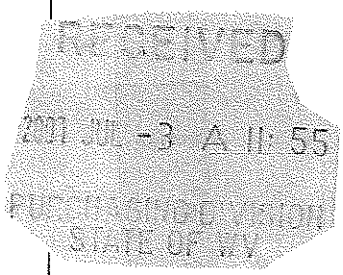
ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT  
 304-558-2544**

**VENDOR**  
 \*323134812      740-896-2211  
**BABCOCK FENCE COMPANY**  
**214 RIVERVIEW LANE**  
  
**LOWELL OH 45744**

**SHIP TO**  
**DIVISION OF CORRECTIONS**  
**617 LEON SULLIVAN WAY**  
  
**CHARLESTON, WV**  
**25301      304-558-8045**

DATE PRINTED <b>05/29/2007</b>	TERMS OF SALE <b>30 days</b>	SHIP VIA <b>our truck</b>	F.O.B. <b>Huttonsville</b>	FREIGHT TERMS <b>F.O.B.</b>
BID OPENING DATE: <b>06/26/2007</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>REQUEST FOR QUOTATION</b>						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE HUTTONSVILLE CORRECTIONAL CENTER TO PROVIDE SECURITY FENCE INSTALLATION / ADDITION.						
MANDATORY ONSITE PRE-BID: 6/13/2007; 2:00 PM HUTTONSVILLE CORRTL. CNTR. P.O. BOX 1 HUTTONSVILLE, WV 26273						
PRE-REGISTRATION: ATTENDEES MUST CALL GROVER ROSENCRANCE AT (304) 335-2291 2 DAYS PRIOR TO THE PRE-BID DATE.						
ATTACHMENTS: 1. SPECIFICATIONS 2. PURCHASING AFFIDAVIT						
0001	1	LS	988-15		<b>\$63,850.<sup>00</sup></b>	<b>\$63,850.<sup>00</sup></b>
SECURITY FENCE ADDITION/INSTALLATION						
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **740 896 2211** DATE: **6/30/07**

TITLE: **owner** FEIN: **31-1246960** 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  
**COR61356**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

\*323134812      740-896-2211  
**BABCOCK FENCE COMPANY**  
**214 RIVERVIEW LANE**  
  
**LOWELL OH 45744**

**DIVISION OF CORRECTIONS**  
  
**617 LEON SULLIVAN WAY**  
  
**CHARLESTON, WV**  
**25301      304-558-8045**

DATE PRINTED: <b>05/29/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>06/26/2007</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>PROCEED.</b></p> <p><b>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.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR XXXXXXXXXXXX COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</b></p> <p><b>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.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p> <p><b>(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.</b></p> <p><b>( ) 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.</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE **740 896 2211** DATE **6/30/07**

TITLE **owner** FEIN **31-1246960** 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  
**COR61356**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

\*323134812      740-896-2211  
**BABCOCK FENCE COMPANY**  
**214 RIVERVIEW LANE**  
  
**LOWELL OH 45744**

SHIP TO

**DIVISION OF CORRECTIONS**  
**617 LEON SULLIVAN WAY**  
  
**CHARLESTON, WV**  
**25301      304-558-8045**

DATE PRINTED <b>05/29/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **06/26/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 &amp; 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 &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>740 896 2211</b>	DATE <b>6/30/07</b>
TITLE <b>owner</b>	FEIN <b>31-1246960</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**COR61356**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT  
 304-558-2544**

VENDOR

\*323134812      740-896-2211  
**BABCOCK FENCE COMPANY**  
**214 RIVERVIEW LANE**  
  
**LOWELL OH 45744**

SHIP TO

**DIVISION OF CORRECTIONS**  
  
**617 LEON SULLIVAN WAY**  
  
**CHARLESTON, WV 25301**      **304-558-8045**

DATE PRINTED <b>05/29/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>06/26/2007</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>John Abbott</i>	TELEPHONE <b>7408962211</b>	DATE <b>6/30/07</b>
TITLE <b>owner</b>	FEIN <b>31-1246960</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**COR61356**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

\*323134812      740-896-2211  
**BABCOCK FENCE COMPANY**  
**214 RIVERVIEW LANE**  
  
**LOWELL OH 45744**

SHIP TO

**DIVISION OF CORRECTIONS**  
  
**617 LEON SULLIVAN WAY**  
  
**CHARLESTON, WV**  
**25301      304-558-8045**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/29/2007				

BID OPENING DATE: **06/26/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>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      ..MSB.....</p> <p style="text-align: right;"><i>Received 6/23/07</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>740 896 2211</b>	DATE <b>6/30/07</b>
TITLE <b>owner</b>	FEIN <b>31-1246960</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**COR61356**

PAGE  
**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

**\*323134812**      **740-896-2211**  
**BABCOCK FENCE COMPANY**  
**214 RIVERVIEW LANE**  
  
**LOWELL OH 45744**

**DIVISION OF CORRECTIONS**  
**617 LEON SULLIVAN WAY**  
  
**CHARLESTON, WV**  
**25301**      **304-558-8045**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/29/2007				

BID OPENING DATE: **06/26/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 2	.....				
	NO. 3	.....				
	NO. 4	.....				
	NO. 5	.....				
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>..... SIGNATURE</p> <p><i>Babcock Fence Company</i> COMPANY</p> <p>..... <i>6/30/07</i> DATE</p> <p><b>CONTRACTORS LICENSE</b></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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE: **7408962211**      DATE: **6/30/07**

TITLE: **owner**      FEIN: **31-1246960**      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  
**COR61356**

PAGE  
**7**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

\*323134812      740-896-2211  
**BABCOCK FENCE COMPANY**  
**214 RIVERVIEW LANE**  
  
**LOWELL OH 45744**

SHIP TO

**DIVISION OF CORRECTIONS**  
  
**617 LEON SULLIVAN WAY**  
  
**CHARLESTON, WV**  
**25301      304-558-8045**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/29/2007				

BID OPENING DATE: **06/26/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: <i>Babcock Fence Company</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 031115</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR 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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]*      TELEPHONE **740 896 2211**      DATE **6/30/07**

TITLE **Owner**      FEIN **31-1246960**      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
COR61356

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT 304-558-2544

VENDOR

\*323134812      740-896-2211  
 BABCOCK FENCE COMPANY  
 214 RIVERVIEW LANE  
 LOWELL OH 45744

SHIP TO

DIVISION OF CORRECTIONS  
 617 LEON SULLIVAN WAY  
 CHARLESTON, WV  
 25301      304-558-8045

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/29/2007				

BID OPENING DATE: **06/26/2007**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130		
				THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:		
				SEALED BID		
				BUYER:      JOHN ABBOTT-----		
				REQ. NO.:      COR61356-----		
				BID OPENING DATE:      6/26/2007-----		
				BID OPENING TIME:      1:30 PM-----		
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				740 896 2277-----		
				PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:		
				Mike Babcock-----		
				***** THIS IS THE END OF RFQ      COR61356 ***** TOTAL:		\$163,850. <sup>00</sup>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Mike Babcock</i>	TELEPHONE 740 896 2211	DATE 6/30/07
TITLE owner	FAX 31-1246960	ADDRESS CHANGES TO BE NOTED ABOVE

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



STATE OF WEST VIRGINIA  
**PURCHASE CONTINUATION SHEET**

Buyer:	Page:	Requisition or P.O. No.:
		COR61356

Vendor: Babcock Fence Company

Spending Unit:  
Huttonsville Correctional Center

Unit G Wall mounted security fence to include:

- 36" Razor Ribbon (2 Rows attached to support brackets) (1 Row attached to intermediate rail)
- Remove existing Razor wire
- Galvanized support brackets
- 4 rows continuous barbed wire attached
- 3" O.D. Support Post
- 9 gauge x 2" galvanized chain link fabric with galvanized wire ties 12'
- Wall mounted brackets
- 1.66" O.D. Pipe galvanized top, intermediate and bottom rails
- Approximately 150' of Fencing

Therapeutic Community Fencing area to Include:

- 36" Razor Ribbon (2 Rows attached to support brackets)
- Galvanized security brackets
- 4 rows continuous barbed wire attached to support brackets
- 3" O.D. Line Post
- 4" O.D. Support Post
- 1.66" O.D. Pipe galvanized top, intermediate and bottom rails
- 2 20' manually operated gates
- 9 gauge x 2" galvanized chain link fabric with galvanized wire ties 12'
- Approximately 95' of fencing

Bidders will be responsible for taking actual measurements during pre bid meeting for bidding purposes.

Security Fencing General Standards and specifications also attached for compliance with these projects.

## SECTION 11190 - SECURITY FENCING

## PART 1 - GENERAL

## 1.1 DESCRIPTION

- A. Furnish all labor, materials, tools and equipment necessary to complete all security fencing installation as shown on the drawings, schedules and as specified herein.
- B. Fence is noted "Management Fence" on drawings.
- C. Related Work Specified Elsewhere:
  - 1. Earthwork
  - 2. Cast-In-Place Concrete
  - 3. Metal Fabrication
  - 4. Security Hardware
  - 5. Wire and Conduit
  - 6. Fence Protection system

1.2 APPLICABLE PUBLICATIONS: The publications listed below form a part of this specification. The publications are referred to in the text by the basic designation only.

- A. American Society for Testing and Materials (ASTM)
  - ASTM A153-82 (1987) Specification for Zinc Coating (Hot-Dip) On Iron and Steel Hardware
  - ASTM A392-89 Zinc-Coated Steel Chain-Link Fence Fabric
  - ASTM A491-89 Specification for Aluminum-Coated Steel Chain-Link Fence Fabric
  - ASTM A53-89a Pipe, Steel, Black and Hot-Dipped Zinc Coated (Galvanized) Welded and Seamless, for Ordinary Uses
  - ASTM A446-89 Specification for Steel, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality
  - ASTM A824-86 Specification for Metallic-Coated Steel Marcellled+ Tension Wire for Use with Chain-Link Fence
  - ASTM B117-90 Method of Salt Spray (Fog Testing)
  - ASTM F567-84 Practice for Installation of Chain-Link Fence
  - ASTM A121-86 Zinc-Coated (Galvanized) Steel Barb Wire
  - ASTM C150-86 Specification for Portland Cement
  - ASTM C33-86 Specification for Concrete Aggregates
- B. Federal Specifications (FS)
  - FS RR-F-191 General . . . fencing, wire and post, metal (and gates, chain-link fence fabric and accessories)

## 1.3 QUALITY ASSURANCE

- A. Provide fencing and gates as complete units controlled by a single source including necessary erection accessories, fittings and fastenings.
- B. Provide fencing and gates bearing the trademark of the "Chain Link Fence Manufacturer's Institute".
- C. A minimum of three equivalent installations and five years of installation experience will be required of the fencing installer.

#### 1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and installation instructions for fencing (fabric and framing), gates and accessories. Include recommendations for proper storage and handling of materials.
- B. Certification: Submit certification signed by the manufacturer that all products supplied on this project comply with the specifications.
- C. Submit shop drawings showing plan(s), elevations and all details for construction of security fencing. Include details of gates, posts, rails, frames, post tops, support arms, tension wires, bands and bars, bracing, ties, clips, razor ribbon, spacing, installation and complete interfacing with locks, overhead sliding gate operators and all other components.
- D. Documentation of installers experience: Submit references on three equivalent installations. Include names and phone numbers of references.

#### 1.5 COORDINATION, DELIVERY, STORAGE AND HANDLING

- A. Installer shall be available for a Security Coordination Meeting to be held at the job site and scheduled by the Contractor.
- B. Deliver material to the site in an undamaged condition. Carefully store material off the ground to provide proper protection against oxidation.
- C. When handling material, care shall be taken not to damage framing or fabric in any way. Damaged material including, but not limited to, deformed fabric shall be rejected and removed from the site.
- D. All gate operators and locks shall be coordinated with SECURITY HARDWARE for keying and ELECTRICAL and ELECTRONIC SECURITY for power, control and operation.

### PART 2 - PRODUCTS

#### 2.1 GENERAL

- A. Manufacturers: Subject to compliance with these specifications, provide products of one of the following:
  - 1. Galvanized Steel Framing and Fabric
    - a. American Security Fence Corp., Seymour, CT
    - b. Anchor Fence, Inc., Baltimore, MD
    - c. Southeastern Wire, Tampa, FL
    - d. Allied Tube and Conduit Fence Division, Harvey, IL
  - 2. Barbed Tape
    - a. American Security Fence Corp., Seymour, CT
    - b. Allied Tube and Conduit Fence Division, Harvey, IL
    - c. MRM Security Systems, Inc., Waterbury, CT
    - d. Michael Industries, Newark, OH
- B. Used, rerolled or regalvanized materials are not acceptable.

- C. Dimension indicated for pipe, roll-formed and H-sections are outside dimensions, exclusive of coatings.

## 2.2 FENCING FABRIC

- A. Steel Fabric: No. 9 ga. (0.148"  $\pm$  0.005") steel wires, 2" mesh, with top selvage knuckled for fabric 60" high and under, and both top and bottom selvages twisted and barbed for fabric over 60" high. The bottom of sliding gate fabric shall be knuckled, the top twisted and barbed. Swing gate fabric shall be knuckled. The intermediate horizontal joining of fabric for the 14-foot fence shall be knuckled. Completed fabric shall be capable of withstanding tensile strength test of 85,000 psi and 1,200 minimum pounds of breaking strength.
1. Furnish one-piece fabric widths for fencing up to 12'-6" high.
    - a. Fabric Finish: Galvanized, ASTM A392, Class I, with not less than 1.2 oz. zinc per sq. ft. of surface.

## 2.3 FRAMING AND ACCESSORIES

- A. Steel Framework, General: Shall conform to Federal Specification RR-F-191, fence, posts, gates and accessories, except as herein modified. All posts, rails and braces shall conform to FS RR-F-191/3C, Class 1, Grade A or Grade B and the requirements specified herein. Steel pipe, Grade A, heavy wall, round, shall be produced to conform to ASTM A53 standard weight (Schedule 40), except the hydrostatic testing requirement is waived, and shall have a minimum of 2 ounces of zinc coating per square foot. Steel pipe, Grade B, light wall, round, shall be manufactured by Cold-Rolling High Frequency Welding. The steel shall conform to ASTM A446 Grade D. The exterior surface shall be given a hot-dipped zinc coating of 1.0  $\pm$  0.15 ounce per square foot followed by a chromate conversion coating and 0.5  $\pm$  0.2 mil of clear acrylic. The interior surface shall have hot-dipped zinc coating of 1.0  $\pm$  0.10 ounces per square foot followed by a chromate conversion coating. The product of the yield strength and the section modulus shall not be less than that of pipe conforming to ASTM A53. Standard post lengths or setting in ground or in concrete shall be as required for conditions shown.
1. Framework Performance Test: Pipe and tubing shall meet the following performance criteria when subjected to salt spray testing in accordance with ASTM B117:
    - a. Exterior: 1,000 hours with maximum 5 percent red rust.
    - b. Interior: 650 hours with maximum 5 percent red rust.
  2. All accessories shall be hot-dip galvanized in accordance with ASTM A153.
- B. End, Corner and Pull Posts: Minimum sizes and weights as follows:
1. Up to 6' fabric height, 2.875" OD steel pipe, 4.64 lbs. per lin. 3.5" x 3.5" roll-formed sections, 4.85 lbs. per lin. ft., pipe 2-8750.0, 5.79 lbs. per lin. ft. (Schedule 40).
  2. Over 6' fabric height, 4" OD 9.11 lbs. per lin. ft. (Schedule 40) or Grade B steel tubing, 4" O.D., 6.56 lbs. per lin. ft.
- C. Line Posts: Space 10' o.c. maximum, unless otherwise indicated, of following minimum sizes and weights.
1. Up to 8' fabric height, 2.375" OD steel pipe, 3.65 lbs. per lin. ft. (Schedule 40) or 2.25" x 1.875" H-sections, 2.64 lbs. per lin. ft. or Grade B steel tubing, 2.375 O.D., 3 - 11 lbs. per lin. ft.
  2. Over 8' fabric height, 2.875" OD steel pipe, 5.79 lbs. per lin. ft. (Schedule 40) or 2.25" x 1.875" H-sections, 3.26 lbs. per lin. ft. or Grade B steel tubing, 2.87 O.D., 4 - 64 lbs. per lin. ft.
- D. Gate Posts: Furnish posts for supporting single gate leaf, or one leaf of a double gate installation, for nominal gate widths as follows:

1.	<u>Leaf Width</u>	<u>Gate Post</u>	<u>Lbs./lin. Ft.</u>
	Up to 12'	4.000" OD pipe	9.11
	Over 12' to 18'	6.625" OD pipe	18.97
	Over 18'	8.625" OD pipe	28.55

- E. Rail (Top, Intermediate and Bottom): Provide manufacturer's longest lengths with expansion type couplings, approximately 6" long, for each joint. Provide means for attaching top rail securely to each gate, corner, pull and end post.
  - 1. 1.66" OD pipe, 2.27 lbs. per ft. or 1.625" x 1.25" roll-formed sections. 1.35 lbs per ft. or Grade B steel tubing: 1.660 O.D., 1.82 lbs. per lin. ft.
  - 2. Rails for the intermediate and bottom locations shall be connected to the line and terminal post using boulevard bands. Attachment bolts for bands shall be 5/16 inches x 1-1/2 inch carriage bolts with nuts. Each bolt shall be peened after being installed.
- F. Post Tops: Post tops shall be pressed steel, or malleable iron, designed as a weather tight closure cap for posts. Provide one cap with loop to receive tension wire or top rail for each post, unless equal protection is afforded by combination top cap and barbed wire supporting arm where barbed wire or barbed tape is required.
- G. Tension Wire: Tension wire shall be seven gauge, Class III, hard-tempered carbon steel hot dip galvanized (ASTM A824). Hog rings for attaching the wire to the fabric shall be installed at intervals not exceeding 24 inches.
- H. Wire Ties: Nine gauge steel to match fabric core material.
- I. Post Brace Assembly: Manufacturer's standard galvanized adjustable turnbuckle at end and gate posts and at both sides of corner and pull posts, with horizontal brace located at mid-height of fabric. Use same materials as top rail for brace, and truss to line posts with 0.375" diameter rod and galvanized adjustable turnbuckle.
- J. Stretcher Bars: One-piece lengths equal to full height of fabric with minimum cross-section of 3/16" x 3/4". Provide one stretcher bar for each gate and end post, and two for each corner and pull post.
- K. Stretcher Bar Bands: Bar bands shall be heavy-pressed steel, 3/4" x 1/10" nominal to secure tension bars to tubular end, corner, pull, gate posts and embedded angles. Space bar bands not more than 15 inches on center.
- L. Post Braces: Post braces shall be of the same material as the rails and shall extend from the terminal, corner or pull post to the first adjacent line post. Braces shall be securely fastened to the posts by heavy-pressed steel and malleable fittings, then securely trussed from line post to base of terminal post with a 3/8" truss rod equipped with an adjustable galvanized turnbuckle.
- M. Fittings: Malleable steel, cast iron or pressed steel, Fittings to include extension arms for barbed wire, stretcher bars and clamps, clips, tension rod, brace rod, hardware, fabric bands and fastenings, and all accessories.
- N. Barbed Wire Support Arms: Manufacturer's standard barbed wire support arms, metal and finish to match fence framework, with provision for mechanical anchorage to posts and attaching three rows of barbed wire to each arm. Supporting arms shall be integral with post top weather cap and must be capable of withstanding 25 lbs. downward pull at outermost end. At corner posts, use corner arms of one-piece malleable steel mechanically fastened to the post. Provide the following type(s) and see fence types for locations:

1. Single 45 degrees arm; for 3-strand barbed wire, one for each post.
- O. Barbed Wire: 2-strand, 12-1/2 ga. wire with 14 ga. 4-point barbs spaced not more than 5" o.c., wire shall conform to ASTM A121, Class I, and shall be hot-dip galvanized steel.

P. Barbed Tape:

1. Barbed tape coil shall be 30" diameter. Barbed tape material shall be 430 stainless steel hardened to Rockwell (30N) 40-45. Strip shall measure 0/025" by 1" before fabrication. The barb clusters shall be spaced 4 inches on center with individual needle-sharp barbs having a length not less than 1.2 inches. [Each loop shall have 23-barb clusters. The barbed tape shall be permanently cold-clenched over a spring steel wire having a tensile strength of 130,000 psi and a diameter of 0.098 inch.

The barbed tape shall have a minimum 230° wrap about the core wire. The center core wire shall be 0.098" diameter austenitic stainless steel. The stainless steel strip between barb clusters shall be 0.325" wide minimum, after roll forming in order to create two cut-resistant, strengthening flanges extending out from the wire. These flanges shall taper off in the immediate vicinity of the barb cluster to allow maximum barb penetration. Adjacent helical coils shall be clipped together in five locations and the circumference to obtain a concertina effect. Attachment spacing of the extended coil shall be 12" ± 2". Each coil shall have 51 loops and cover 25'-0" ± 2'-0", when fully extended. Clips shall be fabricated from stainless steel. Clip dimensions are 0.065" x 0.375". Clips shall be capable of withstanding a minimum pull load of 100 pounds.

- a. Twistable wire ties for securing the barbed tape shall be 18 gauge stainless steel.
- b. Hog Ring for securing barbed tape shall be a minimum of 11 gauge stainless steel.
2. Barbed tape obstacle shall be (30") diameter fabricated from .025" thick AISI 301 series stainless strip hardened to Rockwell (30N) 50-55. Clusters of four barbs having a maximum tip radius of .005" shall be punched 4" on center. Barb cluster width shall be 1.210". Barbs shall have a minimum length of 1.2". Barbs shall be alternately offset from the tape centerline .15-.45". Each coil loop shall contain 24 ± 1-barb clusters. Adjacent coil loops shall be alternately spot welded at five points of approximately equal spacing about the perimeter in such a way as to prevent any slipping of one past the other at the point of attachment. Each welded attachment shall be capable of surviving a minimum pure tensile load of 400# (1) jacketed stainless steel wire rope 7 x 7 strand to each coil loop along the length of the obstacle. Wire rope shall fix the concertina opening at 12" ± 1'-0" coil loops shall cover 50' ± 2'.
  - a. Twistable wire ties for securing the barbed tape shall be 18 gauge stainless steel.

- Q. Concrete: Provide concrete consisting of portland cement, ASTM C150, aggregates ASTM C33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 2500 psi using at least four sacks of cement per cu. yd., 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air.

## 2.5 GATES

- A. Gate Types: Gates shall be swing or sliding as indicated on the drawings, complete with latches, stops, keepers and hinges [or rollers and roller tracks].
- B. Gate Sizes:
1. Swing Gate Frames Height up to 6'-0" high and leaf width 8'-0" or less.
    - a. Pipe: 1.660" OD, 2.27 lb. per lin. ft., Schedule 40.
    - b. Grade B Steel Tubing: 1.660" OD, 1.84 lb. per lin. ft.
  2. Swing Gate Frames Height 6'-0" to 12'-0" or leaf width exceeding 8'-0":

- a. Pipe: 1.90" OD, 2.72 lb. per lin. ft., Schedule 40.
  - b. Grade B Steel Tubing: 1.90" OD, 2.28 lb. per lin. ft.
- 3. Swing Gate Frames Height 12'-1" to 16'-0".
  - a. Pipe: 2.375" OD, 3.65 lb. per lin. ft., Schedule 40.
- C. Gate Frames: Assemble gate frames by welding or with special steel fitting and rivets for rigid connections. Install mid-height horizontal rails on all gates over 10-foot high. When width of gate leaf exceeds 10 feet, install mid-distance vertical tubing of the same size and weight as frame members. Provide truss rods as cross bracing to prevent sag or twist. All welded connections shall be painted with three coats of zinc rich paint.
- D. Gate Fabric: Fabric shall be the same type as used in the fence construction. The fabric shall be attached securely to the gate frame at intervals not exceeding 12 inches. Secure fabric to frame with tension bars, tension bands and 9-gauge steel wire.
- E. Gate Accessories: Gate accessories shall be hot-dip galvanized with zinc coating of no less than 2 ounces of zinc per square foot. Gate latches, stops, and keepers shall be provided as appropriate for all gates. Latches shall have a plunger-bar or center drop rod of full gate height arranged to engage the center stop, except that for single leaf gates, gate latch shall be a forked gravity drop bar with positive locking features. Latches shall be arranged for locking with specified locking hardware. Center stops shall consist of a device arranged to be set in concrete and to engage a plunger-bar of the latch of double gates. Locking devices shall be constructed so that the center drop rod or plunger bar cannot be raised when locked. No stop is required for single gates. Keepers shall consist of a mechanical device for securing the free end of the gate when in the full open position. Gates and posts shall be modified as required to receive hardware including locking and operating mechanisms as herein specified.
- F. Gate Hinges: Hinges shall be security type of adequate heavy duty strength for gate and with large bearing surfaces for clamping in position. The hinges shall not twist or turn under the action of the gate. The gates shall be capable of being opened and closed easily by one person.
  - 1. Hinges: Shall be a non-lift-off type, offset to permit 180° swing, and of suitable size and weight to support gate. Provide 1-1/2 pair of hinges for each leaf over 6 feet high.
- G. Gate Modifications: Key access ports shall be installed where required for hardware access.
- H. Double Leaf Gates: Size and configuration shall be as indicated. Provide gate stops for all double gates, consisting of mushroom type or flush plate with anchors. Set in concrete to engage the center drop rod or plunger bar. Provide locking device and padlock eyes as an integral part of the latch, requiring one padlock for locking both gate leaves where padlocks are called for.
- I. Barbed Wire at Gates: Where barbed wire is indicated above gates, extend end members of gate frames and prepare to receive six strands of wire. Provide necessary clips for securing wire to extensions.
- J. Barbed Tape at Gates: Where barbed tape is indicated above gates, extend end members of gate frames and prepare to receive tension wire to support barbed tape. Provide specified accessories to attach barbed tape to tension wire.
- K. Gate Hardware: Provide for hardware for each gate as per the gate schedule and the SECURITY HARDWARE section 11 194.

## PART 3 - EXECUTION

## 3.1 INSTALLATION

- A. Installation of fencing shall meet the requirements of ASTM F567. Erect fencing in straight lines between angle points by skilled mechanics experienced in this type of construction. Erect in accordance with these Specifications and manufacturer's recommendations as approved in the shop drawings.
- B. Do not begin installation and erection before final grading is completed, unless otherwise permitted.
- C. Excavation: Drill or hand excavate grade beams and holes for posts to dimensions and spacings indicated. Excavation is to be in firm, undisturbed or compacted soil. Use post hole digger for posts.
1. If not indicated on drawings, excavate holes for each post to minimum diameters as recommended by fence manufacturer, but not less than four times the largest cross-section of the post.
  2. Unless otherwise indicated, excavate hole depths approximately 3" lower than post bottom, with bottom of posts set not less than 36" below finish grade surface.
  3. Setting posts in rock: Drill holes into solid rock 1" wider than pipe diameter, 18" deep for end, pull, corner and gate posts; 12" deep for line posts. Set posts into holes and fill annular space with non-shrink grout.
- D. Setting Posts: Center and align posts in holes 3" above bottom of excavation.
1. Place concrete around posts and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
    - a. Unless otherwise indicated, extend concrete footings 2" above grade and trowel to a crown to shed water.
    - b. The top surface of the grade beam shall have a crown watershed finish, unless otherwise shown on the Drawings or unless field conditions require sloping in one direction in order not to trap water runoff.
  2. Provide corner or pull posts for any change in direction of 15° or more and for any abrupt change in grade, with bracing in both directions. All posts, including line posts and terminal posts, shall be installed such that if a 40-pound force is applied perpendicular to the fence line at the top of the post, the post will deflect not more than 2" at the top.
  3. Mechanically fasten post tops to posts as they are being installed to prevent rain water from collecting in posts during installation.
- E. Top Rails: Run rail continuously through post caps, bending to radius for curved runs. Provide expansion couplings as recommended by fencing manufacturer.
- F. Center Rails: Provide center rails where indicated. Install in one piece between posts and flush with post on fabric side, using special offset fittings where necessary.
- G. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.
- H. Tension Wire: Install tension wires through post cap loops, if top rails are not indicated, before stretching fabric and tie to each post cap with not less than 6-gauge galvanized wire. Fasten fabric to tension wire using 11-gauge galvanized steel hog rings spaced 24" o.c.



- I. Fence Fabric:
1. When handling and installing fabric, support and brace as required to prevent deformation or any other damage of chain links.
  2. Fasten chain-link fabric to end posts with tension (stretcher) bars and tension (stretcher) bar bands at spacing herein specified. Fabric shall be installed such that it will pass the fabric tension test herein specified. Pull fabric taut and secure to top tension wire.
  3. Fence fabric shall be secured to all rails and posts that are not terminal posts with wire ties at spacing herein specified. Tie down wire shall be woven through the fence fabric, completely around the rail, and wire shall be twisted securely with three twists on the rail side of the fence. The tails of the wire shall be cut off to preclude untwisting by hand. Twist shall be on non-secure side of fence. Secure fabric to posts using integral fastening loops at end, corner and gate posts for full length of each post.
- J. Stretcher Bars: Thread through or clamp to fabric 4" o.c., and secure to posts with metal bands spaced 15" o.c.
- K. Connectors and Accessories: After installation, all threaded connectors and accessories shall be peened or tack welded.
- L. Gates: Install gates plumb, level and secure for full opening without interference. Install ground-set items in concrete for anchorage. Adjust for smooth operation and lubricate where necessary. The maximum clearance between the bottom of the gate in closed position and ground shall be 3".
- M. Hardware: Install Security Hardware in accordance with the manufacturer's recommendations and accepted shop drawings.
- N. Operators: Install gate operators in accordance with the manufacturer's recommendations and accepted shop drawings.
- O. Tie Wires: Use U-shaped wire, conforming to diameter of pipe to which attached, clasping pipe and fabric firmly with ends twisted at least three full turns. Bend ends of wire to minimize hazard to persons or clothing.
1. Tie fabric to line posts - wire ties at 12" o.c.
  2. Tie fabric to rails and braces - wire ties at 24" o.c.
  3. Tie fabric to tension wires - hog rings at 24" o.c.
  4. Tie fabric to fabric horizontally - hog staples at 15" o.c. maximum.
- P. Fasteners: Install nuts for tension bands and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.
- Q. Connections At Buildings: Connections to buildings shall be made at the locations indicated on the drawings to provide a finished installation. All necessary cutting, fasteners and materials to make the connections shall be provided. Space between pipe and building shall not exceed 1".
- R. Bracing: Brace terminal posts with intermediate horizontal rails at midpoint above grade and secure diagonal braces to the terminal post and adjacent line post, or its footing, at maximum of 50° angle between the diagonal brace and grade.
- S. Barbed Wire: Pull wire taut and install securely to extension arms and end post or terminal arms in accordance with manufacturer's instructions.

- T. Barbed Tape: Install on the top, side and base of the security fence as indicated on the drawing. The barbed tape installed on the top of the extension arm shall be secured to the single strand of barbed wire at the preset distance of 12" on center. The barbed tape will be secured to the barbed wire and top of the fence by using stainless steel twistable wire ties or stainless steel hog rings in accordance with the barbed tape manufacturer's recommendations.
- U. Temporary Fence Installation:
1. Contractor shall be responsible for removal of all temporary fencing, the restoration of site conditions to the satisfaction of the Owner's representative, and the salvage and return to the Owner of all removed materials. Salvage shall be defined as removing, transportation and handling of all fence materials except concrete and other expendables (i.e., tie wires) and return to the Owner at a location on site acceptable to the Owner's representative after notification by the Owner to the Contractor that materials are to be removed and salvaged.
  2. Disassembly and salvage of materials shall be done with adequate precaution and in such a manner as not to damage beyond normal wear and tear, any materials that are salvageable. Contractor will be assessed the cost of replacement of materials should abuse or mishandling occur.
- V. Soil Sterilant: Following installation of the fencing, apply a soil sterilant in the 20-foot minimum zone between the fences that comprise the permanent double perimeter fence. Coordinate with the State that all detection systems have been installed prior to applying the sterilant. The areas shall be wetted down with a water wagon and immediately treated with a commercial soil sterilant approved by the State, or as follows: 2 lbs. sodium chlorate (crystals) in solution with two gallons of water for each 100 SF, apply under pressure. A Certificate of Treatment shall be issued to the State stating the materials and quantities used and the time of application. Under no circumstances shall any of the material be allowed to spill or blow over onto areas not designated for treatment.

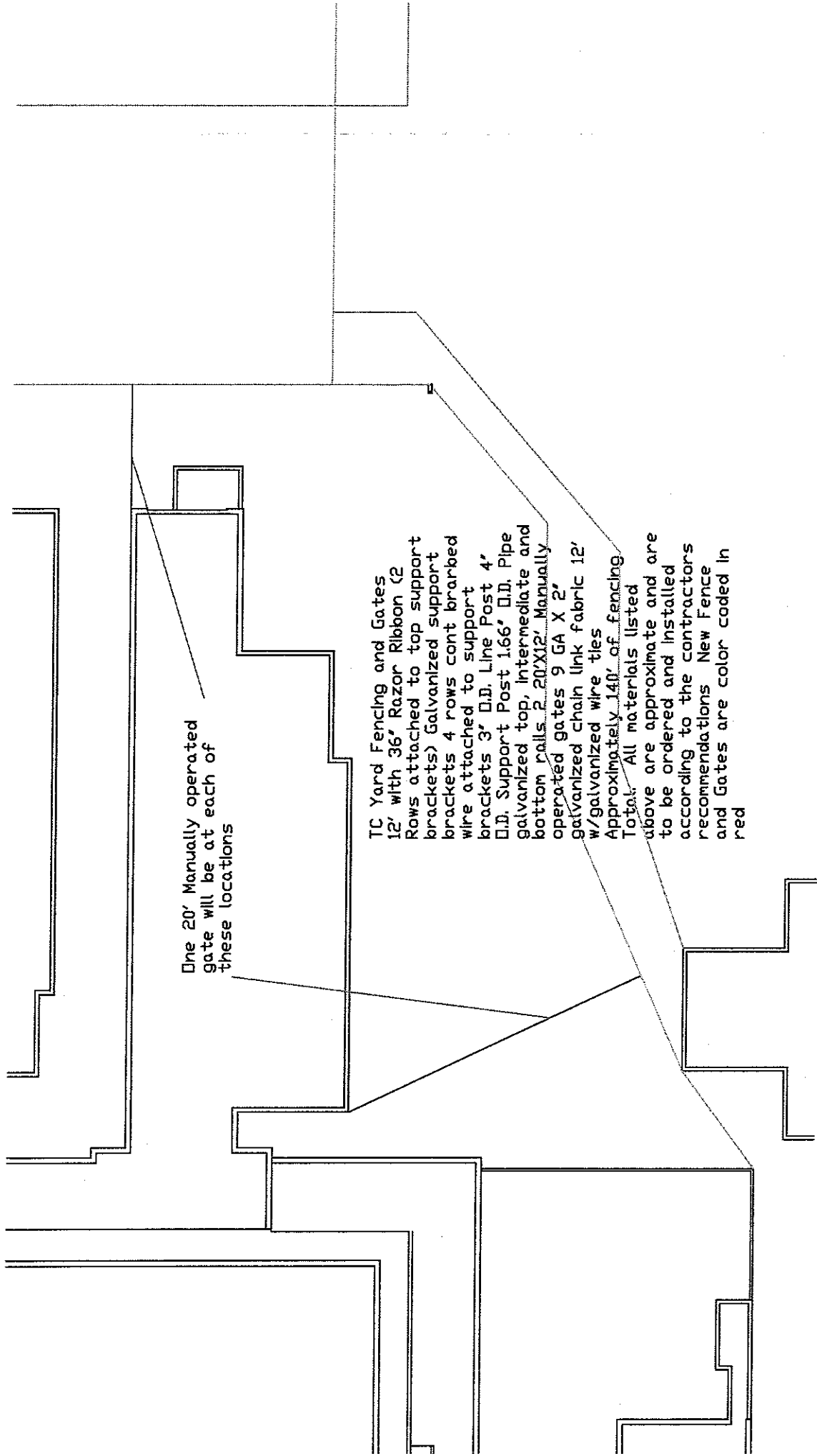
### 3.2 QUALITY CONTROL

- A. Gate Demonstration: Contractor shall schedule demonstration of proper operation of gates, locks and operators with the Architect. Contractor shall assure that all responsible parties are in attendance.
- B. Testing of Fence Fabric: Each fence panel shall be constructed such that it will pass the following test. Deflection of fence fabric shall be no greater than 2" when a force of 30 pounds is applied in the center of the panel, perpendicular to the plane of the fence fabric. Fabric shall return to original position when force is released. At the discretion of the Architect, fence testing may occur at any time after the fence has been installed and again at substantial completion.

### 3.3 FINAL CLEAN-UP

- A. Remove surplus materials from the site.
- B. Clean up work area of all debris upon completion of the work.

END OF SECTION 11190

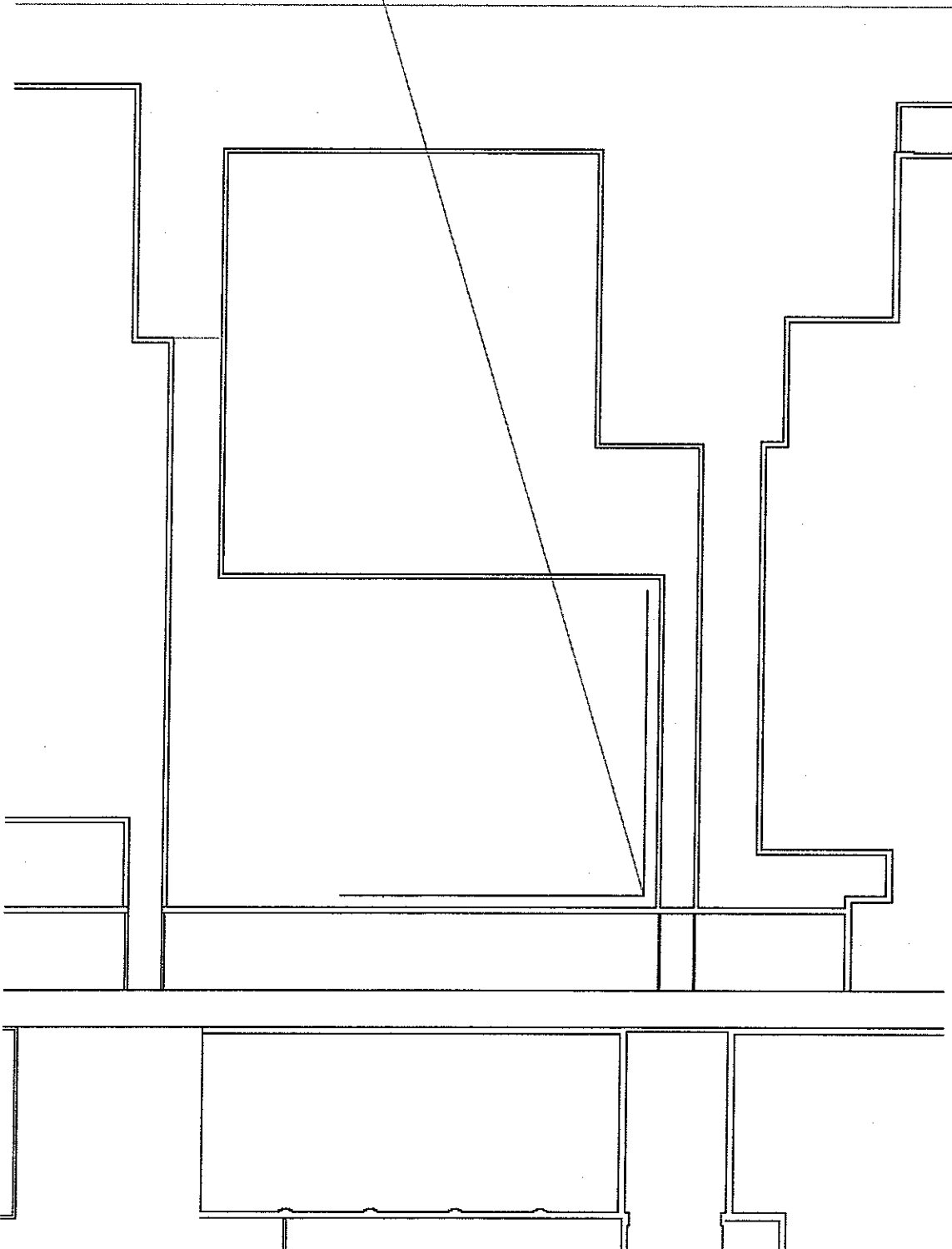


One 20' Manually operated gate will be at each of these locations

TC Yard Fencing and Gates  
 12' with 36' Razor Ribbon (2 Rows attached to top support brackets) Galvanized support wire attached to support brackets 3' O.D. Line Post 4' O.D. Support Post 1.66' O.D. Pipe galvanized top, intermediate and bottom rails 2 20'X12' Manually operated gates 9 GA X 2' galvanized chain link fabric 12' w/galvanized wire ties  
 Approximately 140' of fencing  
 Total: All materials listed above are approximate and are to be ordered and installed according to the contractors recommendations New Fence and Gates are color coded in red

Unit G Wall Mounted Security Fence

36' Razor Ribbon (2 Rows attached to support brackets)(1 Row attached to Intermediate rail)  
Galvanized support brackets, 4 rows cont barbed wire attached, 3" O.D. support post 9 GA X 2" X 12' galvanized chain link fabric w/galvanized wire ties, wall mounted brackets, 1.66 O.D. pipe galvanized top, intermediate and bottom rails, Approximately 150' of fencing. Contractor is responsible for removal of existing razor ribbon. Contractor is also responsible for determining best mounting application to the wall. All new fencing is color coded in red.



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](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor’s Name: Babcock Fence Company

Authorized Signature: [Signature] Date: 6/30/07



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:  
**COR61356**

PAGE:  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT  
 304-558-2544**

**VENDOR**  
 \*323134812      740-896-2211  
**BABCOCK FENCE COMPANY**  
**214 RIVERVIEW LANE**  
  
**LOWELL OH 45744**

**SHIP TO**  
**DIVISION OF CORRECTIONS**  
**617 LEON SULLIVAN WAY**  
**CHARLESTON, WV**  
**25301      304-558-8045**

DATE PRINTED <b>06/18/2007</b>	TERMS OF SALE <b>30 days</b>	SHIP VIA <b>our truck</b>	FOB <b>Hottensville</b>	FREIGHT TERMS <b>FOB</b>
BID OPENING DATE: <b>07/03/2007</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>ADDEDNDUM NO. 1</b>		
				<b>CHANGE THE BID OPENING DATE FROM 6/26/07 TO 7/3/07</b>		
				<b>CHANGES TO THE SPECIFICATIONS AS PER THE ATTACHED</b>		
<b>0001</b>	<b>1</b>	<b>LS</b>		<b>988-15</b>	<b>\$63,850.00</b>	<b>\$63,850.00</b>
				<b>SECURITY FENCE ADDITION/INSTALLATION</b>		
				<b>***** THIS IS THE END OF RFQ COR61356 ***** TOTAL:</b>		<b>\$63,850.00</b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **7408962211** DATE: **6/30/07**

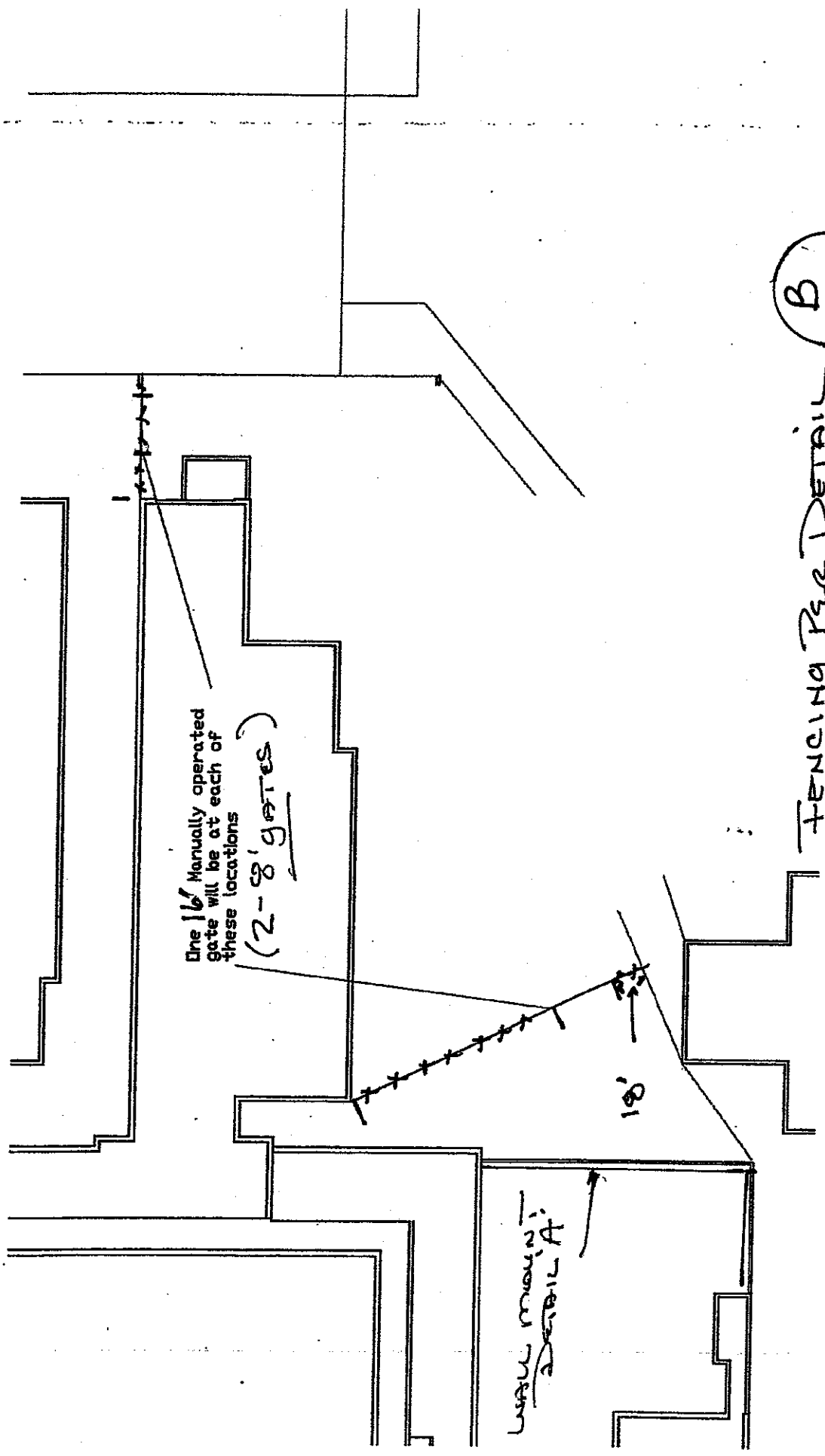
TITLE: **owner** FEIN: **31-1246960** ADDRESS CHANGES TO BE NOTED ABOVE

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

**ADDENDUM NO. 1**

The following information consists of the addendum to the Huttonsville Correctional Center Fencing Project.

- Item #1 Contractor to add 27'0" to existing fence as per Wall Mounting Detail "A" at courtyard wall.
- Item #2 Contractor to install 75'0" of 30" razor ribbon on top of parapet as shown on Wall Mounting Detail "A".
- Item #3 Contractor to install 39'0" of 12'0" high fence per Detail "B" A1.0 from corner of "D" Building to existing fence as shown with 2 - 8ft gates.
- Item #4 Contractor to install 83'0" of 12'0" high fence per Detail "B" A1.0 from corner of "D" Building to existing fence as shown with 2 - 8ft gates.
- Item #5 Contractor to install 110'0" of 12'0" high fencing at Unit "G" location on drawing per Detail "C"
- Item #6 Contractor to install 250'0" of 30" razor ribbon at Unit "G" location on drawing per Detail "A" A1.0
- Item #7 Extend Bid Opening date **changed to July 3, 2007 @1:30 P.M.**
- Item #8 Contractor must repair any damaged landscaping at completion of job.
- Item #9 Unit "G" recreation yard will be shut down during construction and contractor may remove section of green fencing during construction for access and reinstall at job completion.
- Item #10 Timeline for project will be 60 Calendar Days from to Notice to Proceed.



$\frac{B}{A1.0}$

FENCING PER DETAIL

Use manual detail A

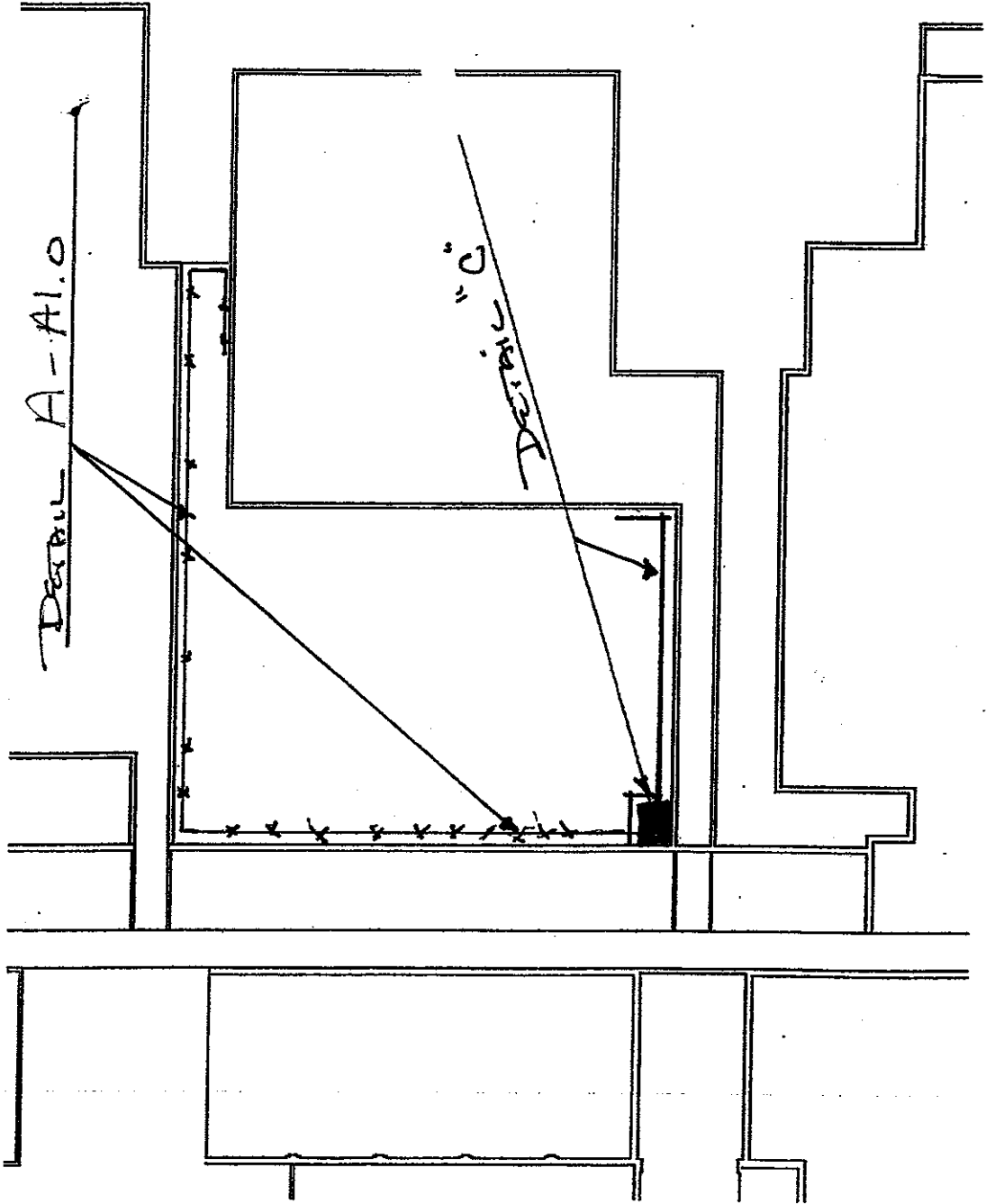
One 16' Manually operated gate will be at each of these locations (2-8' gates)

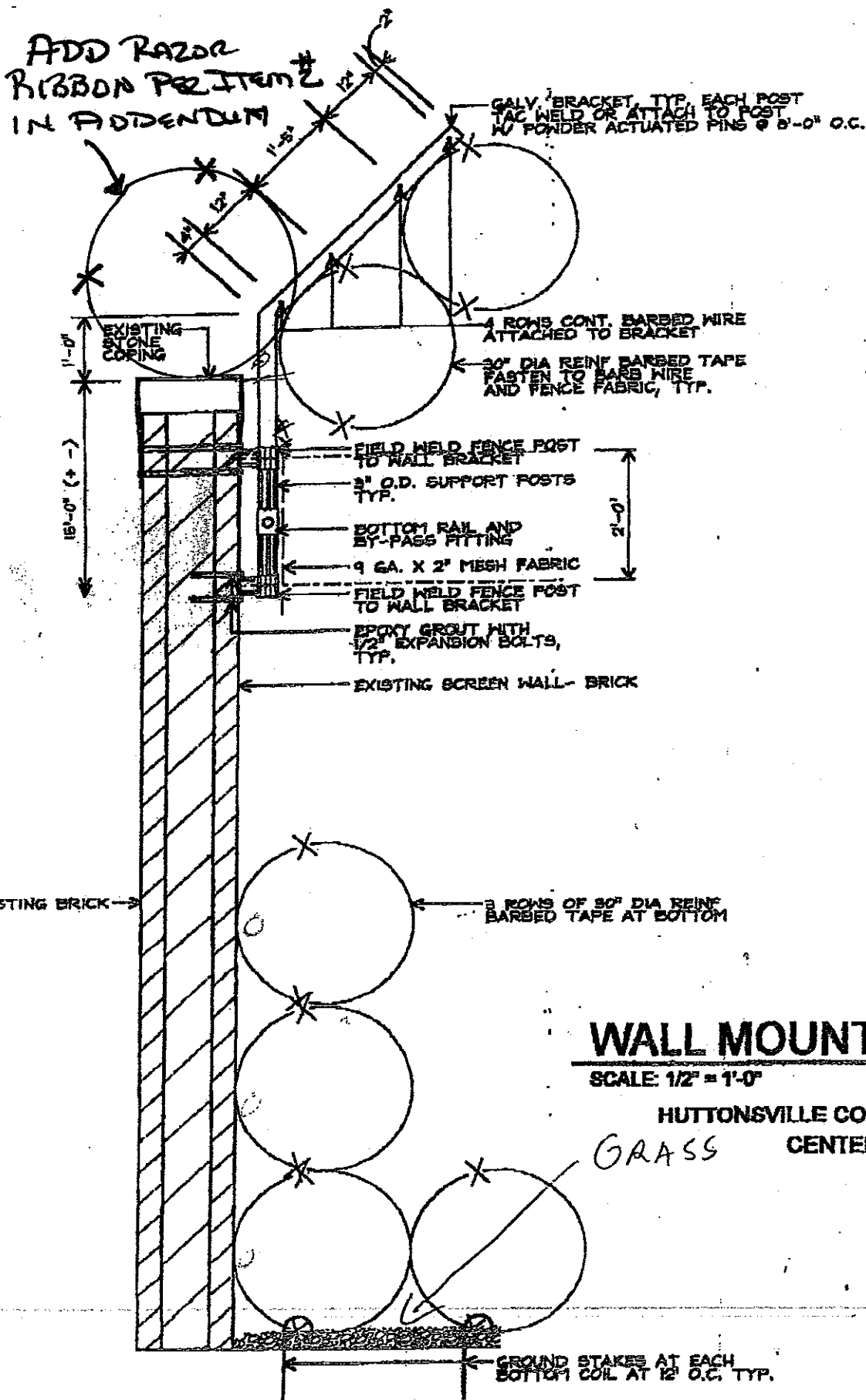
100'

100'



Unit G Wall Mounted  
Security Fence



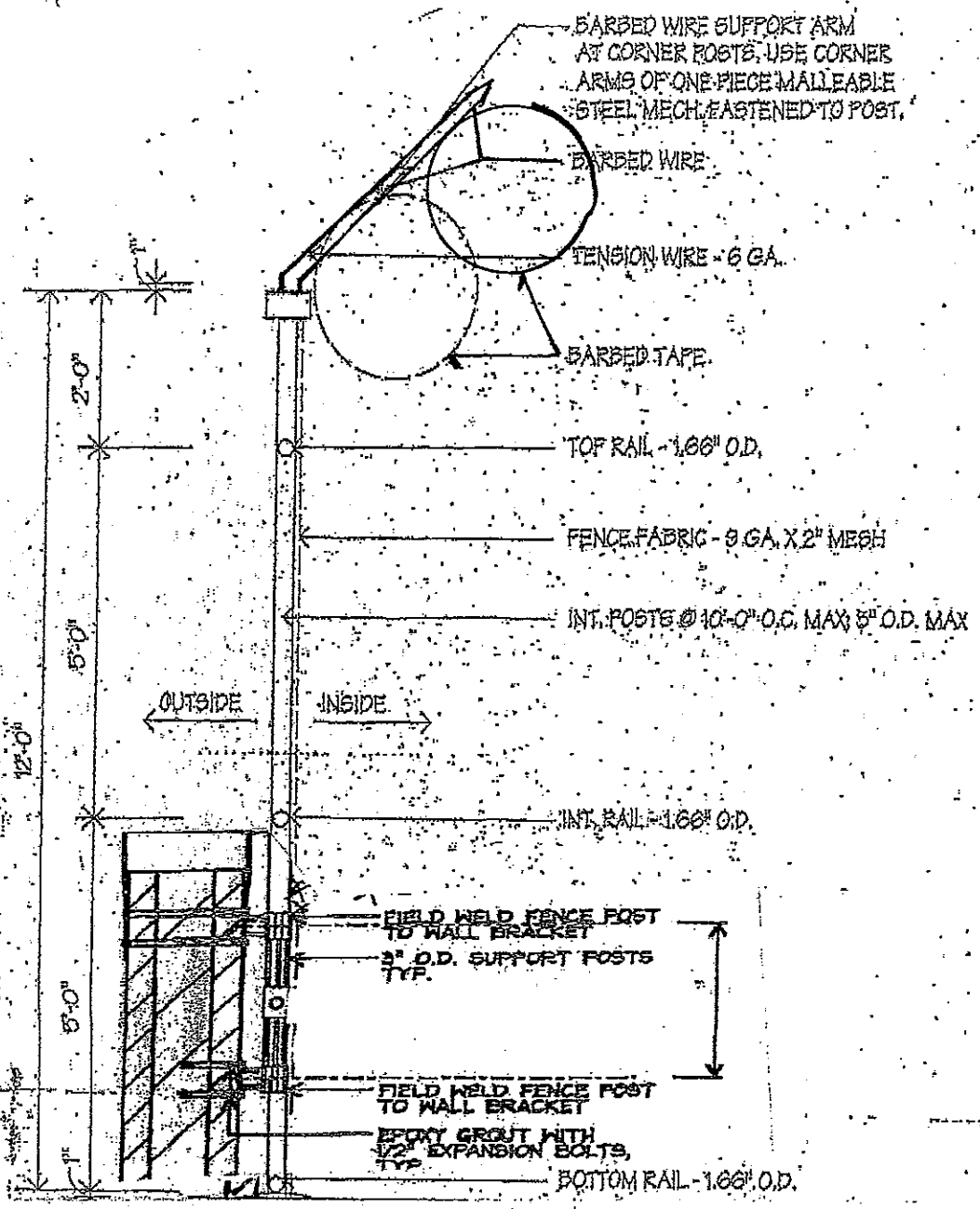


# WALL MOUNTING DETAIL "A"

SCALE: 1/2" = 1'-0"

HUTTONSVILLE CORRECTIONAL CENTER

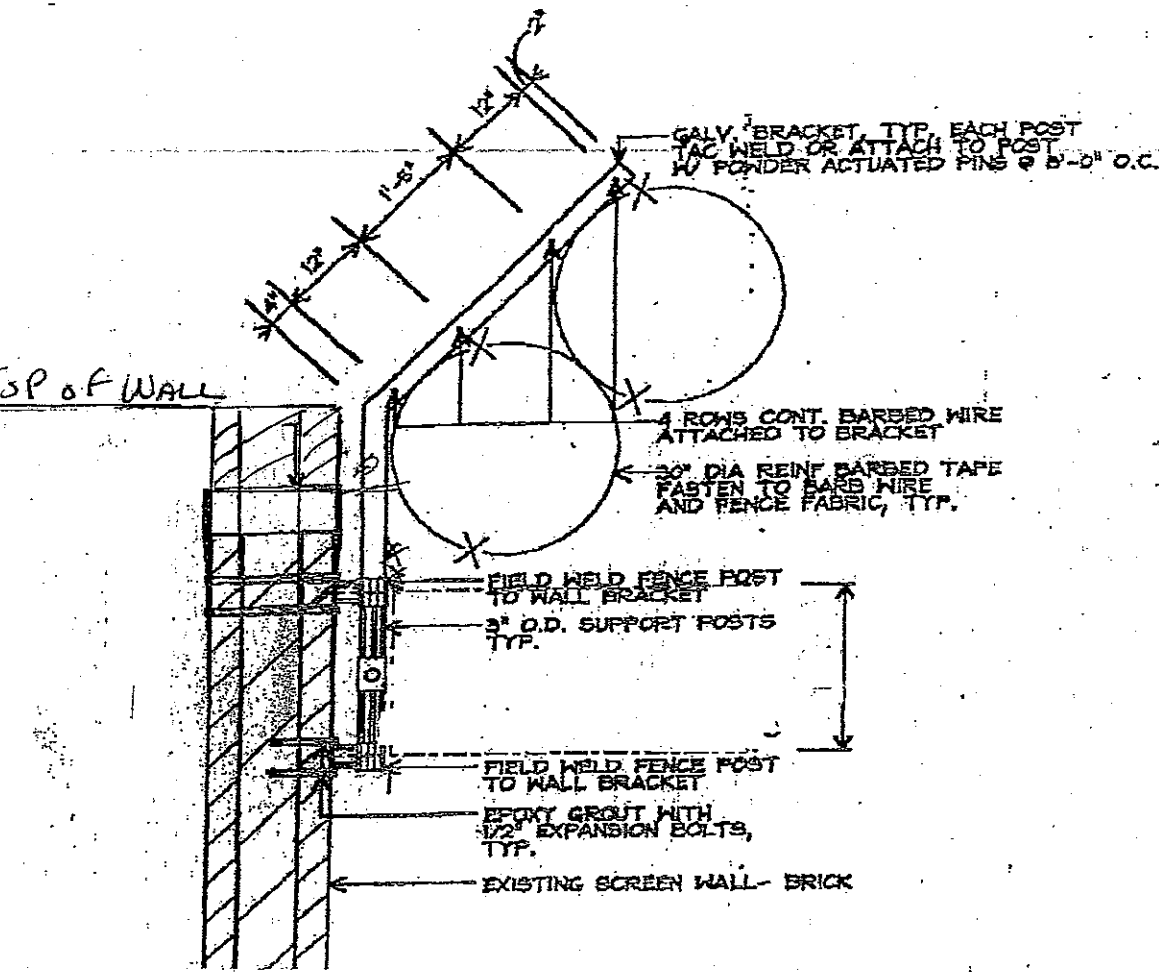
GRASS CENTER



# WALL MOUNTING DETAIL 'C'

SCALE: 1/2" = 1'-0"

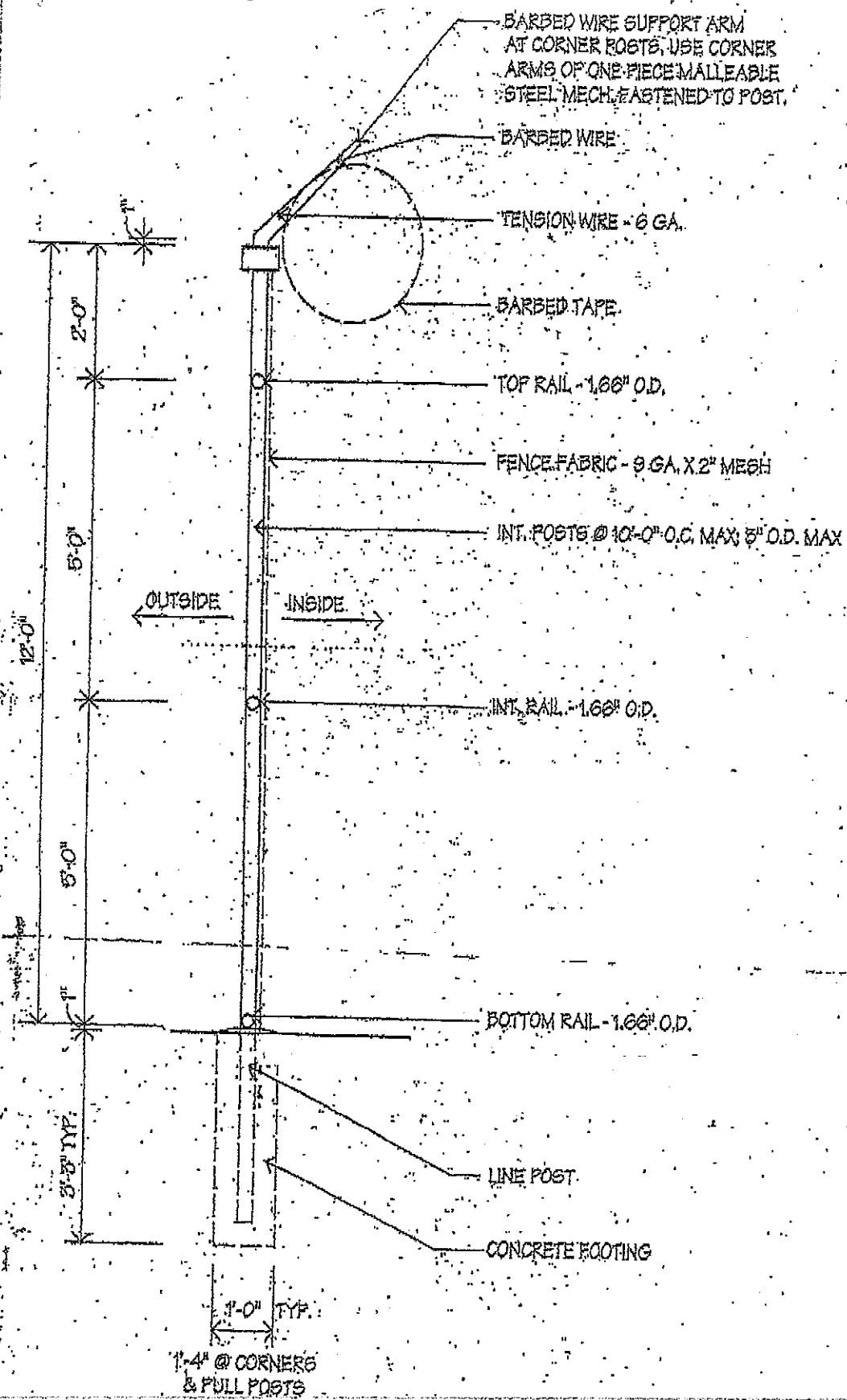
HUTTONSVILLE CORRECTIONAL  
CENTER



**BARBEE  
ATTACH DETAIL**

A  
A1.0

SCALE: 3/4" =



**NEW SECURITY  
FENCE DETAIL**

**B**

**A1.0**

SCALE: 1/2" = 1'-0"

Pre-Bid Conference  
**SIGN IN SHEET**

[Please Print]

Request for Proposal No.: COR61356 Date: 6-13-07

**Firm & Representative Name**

**Mailing Address**

**Telephone & FAX Numbers**

- |     |   |   |  |
|-----|---|---|--|
| 1.  | <u>Babcock Fence Co.</u><br><u>Mike Babcock</u> | <u>214 Riverview Lane</u><br><u>Lowell, OH 45744</u>    | T: <u>740-896-2211</u><br>F: <u>740-896-2277</u> |
| 2.  | <u>Devinera Fence</u>                           | <u>492 Washington Ave</u><br><u>Oak Hill, WVA 25901</u> | T: <u>304-469-4366</u><br>F: <u>304-469-4366</u> |
| 3.  | <u>J. J. Murphy</u><br><u>HCC</u>               | <u>PO BOX 1</u><br><u>Harrisonville WV 26273</u>        | T: <u>304-335-2291</u><br>F: <u>304-335-4256</u> |
| 4.  | _____   | _____   | T: _____<br>F: _____                             |
| 5.  | _____   | _____   | T: _____<br>F: _____                             |
| 6.  | _____   | _____   | T: _____<br>F: _____                             |
| 7.  | _____   | _____   | T: _____<br>F: _____                             |
| 8.  | _____   | _____   | T: _____<br>F: _____                             |
| 9.  | _____   | _____   | T: _____<br>F: _____                             |
| 10. | _____   | _____   | T: _____<br>F: _____                             |

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

PURCHASING CONTINUATION SHEET

Buyer: JA-32	Page 10	Req. or P.O. No.: COR61356
Spending Unit:		

Vendor: *Babcock Fence Company*

Requisition No.: COR61356

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

Addendum No.'s:

- No. 1 *MSB received 6/23/07*
- No. 2 \_\_\_\_\_
- No. 3 \_\_\_\_\_
- No. 4 \_\_\_\_\_
- No. 5 \_\_\_\_\_

I understand that failure to confirm the receipt of the addendum(s) may be cause for rejection of bids.

*[Signature]*  
 Signature  
*Babcock Fence Company*  
 Company  
*6/23/07*  
 Date

Bond No. 70333412

**BID GUARANTY AND CONTRACT BOND**

(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, That we, the Undersigned Michael S. Babcock dba Babcock Fence Company

214 Riverview Ln., Lowell, OH 45744  
(Name and Address)

as Principal and WESTERN SURETY COMPANY

as Surety, are hereby held and firmly bound unto WEST VIRGINIA DIVISION PURCHASING

\_\_\_\_\_ as Oblige in the penal sum of the dollar amount  
of the bid submitted by the Principal to the Oblige on July 3rd, 2007 to undertake  
the Project known as:  
Security Fence Addition at Huttonsville Correction Center; COR61356

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of Sixty three thousand eight

hundred fifty dollars dollars (\$63,850)

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project:

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completion of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void; otherwise the same remain in full force and effect; it being 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 SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans, and specifications therefore shall in any wise affect the obligation of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 3rd day of July, 2007.

PRINCIPAL:

Michael S. Babcock dba Babcock Fence  
Company

By: [Signature]

TITLE: owner

SURETY:

WESTERN SURETY COMPANY

By: [Signature]

Tonya E. Tullius

Attorney-In-Fact



SEC. 9.32 REQUIRES AWARDDING AUTHORITIES, SIMULTANEOUSLY WITH NOTICE OF AWARD TO CONTRACTOR, TO GIVE WRITTEN NOTICE TO SURETY AND AGENT.

101 S. Phillips Ave.

Street

Sioux Falls, SD 57104-6703

City

State

Zip

Phone No. (605) 336-0850

SCHWENDEMAN AGENCY, INC.

Agency Name

109 PUTNAM ST.

Street

Marietta

City

OH

State

45750-2987

Zip

740-373-6793

**ACKNOWLEDGMENT OF SURETY  
(Attorney-in-Fact)**

STATE OF Ohio  
COUNTY OF Washington } ss

Bond No. 70333412

On this 3rd day of July, 2007, before me, a notary public in and for said County, personally appeared Tonya E. Tullius to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Tonya E. Tullius acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Marietta, Ohio, the day and year last above written.

My commission expires December 28th, 2008

Jennifer J. Pugh (Rugh)  
Notary Public  
JENNIFER J. PUGH, Notary Public  
In and For The State of Ohio  
My Commission Expires December 28, 2008

# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70333412

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Tonya E. Tullius

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Michael S. Babcock dba Babcock Fence Company

Obligee: WEST VIRGINIA DIVISION PURCHASING

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of October 3, 2007, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 3rd day of July, 2007.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

On this 3rd day of July, in the year 2007, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



*D. Krell*

Notary Public - South Dakota

My Commission Expires November 30, 2012

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 3rd day of July, 2007.

WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

Office of Financial  
Regulation Services  
2100 State Court  
Columbus, OH  
43215-1087  
(614) 644-2808  
Fax (614) 644-3238  
www.ohioinsurance.gov

Ohio Department of Insurance

Ted Strickland - Governor  
Mary Jo Hudson - Director



Certificate of Compliance

Issued 03/28/07  
Effective 04/02/07  
Expires 04/01/08

I, Mary Jo Hudson, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

WESTERN SURETY COMPANY

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)  
Fidelity  
Other Liability  
Surety

WESTERN SURETY COMPANY certified in its annual statement to this Department as of December 31, 2006 that it has admitted assets in the amount of \$959,642,190, liabilities in the amount of \$610,627,018, and surplus of at least \$349,015,172.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

  
Mary Jo Hudson  
Director



**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Condition and Affairs**  
**December 31, 2006**

**ASSETS**

Bonds	\$746,774,301
Stocks	18,582,255
Cash and short-term investments	92,003,241
Other invested assets	22,130
Uncollected premiums and agents' balances	38,560,254
Amounts recoverable from reinsurers	1,741,076
Funds held by or deposited with reinsured companies	33,145,165
Federal income tax recoverable	856,171
Net deferred tax asset	15,833,057
Electronic data processing equipment and software	1,669,285
Investment income due and accrued	9,662,524
Other assets	<u>792,731</u>
Total Assets	<u>\$959,642,190</u>

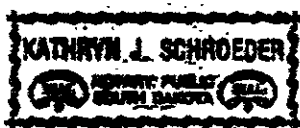
**LIABILITIES AND SURPLUS**

Losses	\$217,493,474
Loss adjustment expense	56,465,342
Contingent and other commissions payable	3,924,607
Other expense	19,371,110
Taxes, licenses and fees	3,197,224
Unearned premiums	244,883,556
Retroactive reinsurance reserve assumed	10,535,196
Other liabilities	<u>54,756,509</u>
Total Liabilities	610,627,018

Surplus Account:

Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	176,435,232	
Unassigned funds	<u>168,579,940</u>	
Surplus as regards policyholders		\$349,015,172
Total Liabilities and Capital		<u>\$959,642,190</u>

I, Philip E. Lundy, Vice President and Treasurer of Western Surety Company hereby certify that the above is an exact copy of the financial statement of the Company dated December 31, 2006, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



Western Surety Company

By Philip E. Lundy  
 Vice President, Treasurer

Subscribed and sworn to me this 20 day of February, 2007.

My commission expires:

KATHRYN J. SCHROEDER  
 My Commission Expires 7-21-2009

Kathryn J. Schroeder  
 Notary Public