



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:
DEFK8055

PAGE:
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE
**DIRTWORKS DEVELOPMENT LLC
 4529 BLANKENSHIP ROAD
 HUNTINGTON WV 25701**

RFQ COPY

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 800 VIRGINIA AVE., W.
 HUNTINGTON, WV
 25704 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/20/2007				
BID OPENING DATE: 09/27/2007		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA ARMY NATIONAL GUARD TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL A PARKING LOT IN HUNTINGTON, WV.						
MANDATORY ON-SITE PRE-BID: 9/12/2007; 10:00 AM VA. AVE. & WEST 8TH STREET HUNTINGTON, WV 25701						
PLANS & SPECIFICATIONS MAY BE OBTAINED BY CONTACTING ARCHITECTURAL PLANNING & DESIGN, AT (304) 521-2929. CONTACT: MR. ROBERT J. SUMMERFELDT						
ATTACHMENT: PARTIAL SPECIFICATIONS						
0001	1	LS	968-62	PARKING LOT CONSTRUCTION		\$190,698.65
EXHIBIT 5						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE 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						

RECEIVED
 2007 SEP 26 P 2:43
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Eve of Sugar* TELEPHONE: 304 633-2507 DATE: 9/26/07

TITLE: PRESIDENT FEIN: 42-1528915 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as EQUAL to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications

SIGNED BID TO:

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



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 4529 BLANKENSHIP ROAD
 HUNTINGTON WV 25701**

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<p>WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR CABEL COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT).</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p><input checked="" type="checkbox"/> 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><input type="checkbox"/> BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p><input checked="" type="checkbox"/> 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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Eric A. Sargent</i>	TELEPHONE (304) 633-2507	DATE 9/26/07
TITLE PRESIDENT	FEN 42-1520915	ADDRESS CHANGES TO BE NOTED ABOVE

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TYPE NAME/ADDRESS HERE
 DIRTWORKS DEVELOPMENTS LLC
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 HUNTINGTON WV 25701

DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 800 VIRGINIA AVE., W.
 HUNTINGTON, WV
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<p>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 AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>						

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SIGNATURE	<i>Eric R Sargent</i>	TELEPHONE	304-633-2507	DATE	9/26/07
TITLE	PRESIDENT	FAX	42-1520915	ADDRESS CHANGES TO BE NOTED ABOVE	

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 4529 BLANKENSHIP ROAD
 HUNTINGTON WV 25701**

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

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 HUNTINGTON WV 25701**

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<p>AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <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 <input checked="" type="checkbox"/></p> <p>NO. 2 <input type="checkbox"/></p>						

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SUBJECT

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**DIRTWORKS DEVELOPMENT LLC
 4529 BLANKENSHIP ROAD
 HUNTINGTON WV 25704**

SHIP TO

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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><i>Eric of Sargent</i>SIGNATURE DIRTWORKS DEVELOPMENTS LLCCOMPANY SEPT. 26, 2007DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p>						

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BIDDING

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 4529 BLANKENSHIP ROAD
 HUNTINGTON WV 25701**

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<p>CONTRACTORS NAME: DIRTWORKS DEVELOPMENTS LLC</p> <p>CONTRACTORS LICENSE NO.: WV 029 331</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>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Eric J Sargent	TELEPHONE 633-2507	DATE 9/26/07
TITLE President	FEIN 42-1528915	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>REQ. NO.: DEFK8055-----</p> <p>BID OPENING DATE: 9/27/2007-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>(304) 736-8242</i></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>MARVIN REYNOLDS (304) 360-2679</i></p>						

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SIGNATURE <i>Eric J. Sargent</i>	TELEPHONE <i>633-2507</i>	DATE <i>9/26/07</i>
TITLE <i>President</i>	FEIN <i>42-1528915</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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***** THIS IS THE END OF RFQ DEFK8055 ***** TOTAL:						\$ 190,698.⁶⁵

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Eric H. Surget* TELEPHONE **633-2507** DATE **9/26/07**

TITLE **PRESIDENT** FEIN **42-1528915**

ADDRESS CHANGES TO BE NOTED ABOVE

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**Technical Specifications for
National Guard POV Parking Facility**

**Virginia Avenue & West Eighth Street
Huntington, WV**

for

WEST VIRGINIA ARMY NATIONAL GUARD

August 2007

ARCHITECTURAL PLANNING & DESIGN

Robert J. Summerfeldt, A.I.A., Registered Architect

1102 West Memorial Boulevard, Suite 107

Huntington, West Virginia 25701

(304) 521-2929

NATIONAL GUARD POV PARKING

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DIVISION 1 - GENERAL REQUIREMENTS

- 01010 Summary and Sequence of the Work
- 01045 Cutting and Patching
- 01340 Submittals and Substitutions
- 01500 Temporary Facilities
- 01640 Product Handling

DIVISION 2 - SITEWORK

- 02010 Subsurface Investigation
- 02220 Excavation, Backfilling and Compacting
- 02630 Storm Drainage
- 02741 Hot-Mix Asphalt Paving
- 02751 Cement Concrete Paving
- 02920 Lawns, Grasses and Plantings

DIVISIONS 3 THRU 15 - NOT USED

DIVISION 16 - ELECTRICAL

- 16010 Electrical Work

NATIONAL GUARD POV PARKING

SECTION 01010

SUMMARY & SEQUENCE OF THE WORK

PART 1 * GENERAL

1.1 DESCRIPTION

A. Work Included - The Work will be generally described as follows:

1. Remove existing construction as required including indicated fences, etc.
2. Strip topsoil and stockpile for redistribution and use in new planting areas.
3. Layout and construct new paving and walks.
4. Complete and clean construction per all requirements.

B. Coordination

1. Work of the Contractor will be coordinated and scheduled with the Owner. Provide the Owner with ten days notice of any activity which would significantly disrupt operations, and 24 hours notice of minor events such as brief utility outages affecting adjacent buildings.
2. Contractor shall coordinate his activities with the work and schedule of others.
3. Meetings for coordination and review of the work shall be held prior to the commencement of work and weekly or more frequently as needed during the execution of the work. These meetings shall include the Contractor, Architect, Owner's representative, subcontractors and/or suppliers as may be necessary or appropriate.

C. Sequence of the Work will be as determined and amended in consultation with the Owner, Architect and regulatory agencies at project meetings.

END OF SECTION

NATIONAL GUARD POV PARKING

SECTION 01045

CUTTING & PATCHING

PART 1 * GENERAL

1.1 DESCRIPTION

- A. Work Included: General requirements pertaining to cutting, including fitting and patching of the work required to:
 - 1. Make the several parts fit properly.
 - 2. Uncover work to provide for installing, inspecting, or both of ill-timed work.
 - 3. Remove and replace work not conforming to the requirements of the Contract Documents.
 - 4. Remove and replace defective work.
- B. Related Work: Uncovering and/or removal of work for testing.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work of this section.

1.3 SUBMITTALS

- A. Well in advance of the time required, submit to the Architect written requests for:
 - 1. Written permission to cut or alter structural components.
 - 2. Requests for Change Orders or Construction Change Directives covering changes in materials, methods and/or scheduling of cutting and patching. Include cost estimates with request where applicable.
- B. Notify Architect of:
 - 1. Unanticipated conditions.
 - 2. Three work days advance notice of work to be uncovered to provide for the Architect's observation.

PART 2 * PRODUCTS

2.4 MATERIALS AND METHODS

- A. For replacement of materials removed, comply with pertinent Sections of these Specifications, or match existing as applicable.

PART 3 * EXECUTION

3.3 VERIFICATION OF CONDITIONS

- A. Inspect existing conditions, including elements subject to movement or damage during cutting or patching.
- B. After uncovering the work, inspect conditions affecting installation of new work.
- C. If uncovered conditions are not as anticipated, notify Architect and secure needed directions.
- D. Do not proceed until unsatisfactory conditions are corrected.

3.4 PREPARATION

- A. Provide protection such as shoring, bracing and support to maintain structural integrity of the work.

JULY 2007

CUTTING AND PATCHING - 01045-1

NATIONAL GUARD POV PARKING

3.5 INSTALLATION

- A. Control and properly dispose of dust and debris from cutting operations and protect adjacent areas from damage.
- B. Properly install patching materials, fit, adjust and finish to comply with the specified tolerances and finishes.

END OF SECTION

NATIONAL GUARD POV PARKING
SECTION 01340
SUBMITTALS AND SUBSTITUTIONS

PART 1 * GENERAL

1.1 DESCRIPTION

A. Work Included

1. Submittals required by the contract documents.
2. Procedures for gaining approval of substitutions.

B. Related Work: Additional requirements for submittals to the Architect or approving agencies may be contained in other Sections of this Specification.

1.2 QUALITY ASSURANCE

A. Checking and coordination of submittals.

1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted, including arithmetic.
2. Verify that each item conforms in all respects to the specified requirements.
3. By affixing the Contractor's stamp and/or signature, the Contractor certifies that this coordination has been performed.
4. Items submitted without the Contractor's stamp and/or signature will be returned without action.

1.3 SUBMITTALS

A. All items submitted to the Architect will be accompanied by a cover letter of transmittal bearing the following information:

1. Name, address, etc. of Contractor, project name and date.
2. Listing and description of the transmitted items and/or documents and the number of copies of each attached or enclosed.
3. Applicable drawing, detail number or Specification Section reference.
4. Purpose of the information (i.e. shop drawing submittal for approval, requested cost estimate, etc.) and any pertinent comments.
5. Signature of the transmitting party.

PART 2 * PRODUCTS

2.1 GENERAL

A. Submittals required include but are not limited to:

1. List of suppliers and sub-contractors.
2. Insurance Certificates.
3. Schedule of Values for payments.
4. Progress payment requests on A.I.A. form G-702/G-703 in triplicate.
5. Notification of the Architect by means of drawings, details and/or written communication of items in the project where actual installation varies from the contract drawings/specifications.
6. Requested proposals for changes in the contract cost or time to be provided in a timely manner.
7. Shop drawings/ product data submittals are required for all materials, systems and equipment installed in the project. Submit not less than four (4) copies well in advance of the time the item is needed on the project. The Architect will retain as many as three copies depending on the nature of the item.
 - a. Product data and shop drawings are to accurately and completely describe items to be included or installed in the construction. They shall completely describe the product or system and its relationship to its surroundings.
 - Product data may be manufacturer's literature or technical information describing the product and its characteristics, including color, pattern, texture, strength, history of use, applicability, fastening, composition and/or other pertinent information. Attach documents and literature with metal clamp.

- Shop drawings shall be drawn to scale, large enough to fully describe the entire assembly, delineate all pertinent details and shall show fit and clearances to adjacent construction, including work by others and shall define colors, textures and or patterns as applicable.
 - b. The Architect shall review and return shop drawings to the Contractor with reasonable promptness, and shall indicate in what respects he and/or his consultants may take exception to the information submitted and/or what selections have been made. The Architect may, with notification of the Contractor, hold submittals so that they may be coordinated with others on the basis of fit, finish, color texture or other factors.
 - c. The Contractor shall correct the shop drawings and resubmit them as required until there are no exceptions taken.
8. Samples as specified in various Sections of this Specification.
- a. Unless precise colors and/or patterns are specifically called out in the Contract Documents, submit manufacturer's full range of accurate color and pattern charts and/or physical samples to the Architect for selection. Upon request, provide larger samples of selected items to verify exact selection.
- B. See the General Conditions, Supplementary Conditions and other Sections of this Specifications for additional requirements and procedures for Project closeout.
- C. Substitutions
1. The Contract price is based on the standards of quality and physical compatibility of the components described in the Contract Documents. Changes from that standard must, of necessity, be considered carefully.
 - Products specified only by means of a performance standard, standard specification reference (i.e. Federal or ASTM spec number) or other non-proprietary means do not require a substitution request. Furnish products by any manufacturer that meets the specified requirements. Such products are subject to approval during the shop drawing submittal process based on manufacturer's certification and/or testing.
 - For products specified by description of a particular product or system "or equal" or "or equivalent" with numerous additional manufacturers listed, the specified product is believed to provide the required functional and dimensional characteristics in that application. The listed manufacturers are believed to supply products which are the equivalent of the specified product. The Contractor may submit the specified product or the product of one of the listed manufacturers which he believes to be equivalent or equal. Names of additional acceptable manufacturers and/or products may be published in Addenda. *All such products are subject to approval during the normal shop drawing/product data approval process.* Submission of the specified product does not necessarily ensure automatic approval.
 2. A Request for Substitution shall be submitted in not less than three (3) copies and shall include all data required for a shop drawing/product data submittal. In addition, it shall include a detailed cost analysis of the originally specified item and the proposed item. In the event the substitution will require redesign of a portion of the project, the Contractor shall reimburse the Architect and/or his consultants for time and expenses involved in the redesign and coordination of that portion of the project. Such cost shall be accounted for in the substitution cost analysis.

END OF SECTION

NATIONAL GUARD POV PARKING

SECTION 01500
TEMPORARY FACILITIES

PART 1 * GENERAL

1.1 DESCRIPTION

A. Work Included:

1. Temporary utilities, such as water, electricity, heat, and telephone.
2. Field office for the contractor's operations as required.
3. Sanitary facilities.
4. Temporary enclosures and structures.
5. Material storage and trash removal
6. Project sign.

B. Related Work

1. Permanent installation and connection of various services are specified elsewhere.

1.2 QUALITY ASSURANCE

- A. All work under this Section shall comply with all applicable local, State and federal laws, codes and regulations.

1.4 PRODUCT HANDLING

- A. Maintain temporary facilities in proper and safe condition throughout the progress of the work.

PART 2 * PRODUCTS

2.1 GENERAL

A. Utilities

1. Water: The project owner will provide domestic cold water for construction purposes at a designated location insofar as possible. Temporary piping or hoses (if any) from this point shall be provided by the Contractor.
2. Electricity: The building owner will provide electricity for construction purposes at a designated location insofar as possible. Temporary wiring and/or extension cords (if any) from this point shall be provided by the Contractor
3. Heat: The contractor shall provide and pay for his own heating appliances and fuel as required for proper conduct of his operations.
4. Telephone: The contractor shall provide and pay for his own temporary field telephone service as required for the duration of the work.

B. Not used.

C. Field Office

1. If desired or required by the Contractor and at a location agreeable with the owner, the Contractor is to provide his own temporary field office facility and sheds, large enough to accommodate his office, supplies and storage.

D. Temporary enclosures and structures.

1. Provide and maintain for the duration of the construction all scaffolds, tarpaulins, canopies, steps, platforms, bridges and other temporary construction necessary for proper completion of the Work in compliance with safety and other pertinent regulations.

E. Temporary fencing and barricades: Not required except for safety or security purposes.

F. Material storage and trash removal:

1. Contractor is to arrange with Owner for temporary on-site storage for project materials.
2. Contractor shall arrange and pay for his own disposal of trash, rubbish construction debris and unsuitable materials. Burning or burying anything on site is not permitted.

G. Project Sign: Not Required

PART 3 * EXECUTION

JULY 2007

TEMPORARY FACILITIES - 01500-1

NATIONAL GUARD POV PARKING

3.10 MAINTENANCE

- A. Maintain temporary facilities as long as needed for safe and proper completion of the Work.

3.11 REMOVAL

- A. Remove temporary facilities as rapidly as processes of the Work will permit, or as directed by the Architect

END OF SECTION

NATIONAL GUARD POV PARKING

SECTION 01640

PRODUCT HANDLING

PART 1 * GENERAL

1.1 DESCRIPTION

A. Work Included

1. General requirements for delivery, storage and handling preparatory to, during and after installation procedures.

B. Related Work

1. Additional procedures may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Except as otherwise noted or subsequently approved, all materials, products, and systems are to be handled, installed, operated, maintained, finished, adjusted and conveyed to the Owner in strict accordance with the respective manufacturer's printed instructions which are hereby made a part of these Specifications. All completed and functional installations shall be to the complete satisfaction of the Architect and Owner.

B. Packaging

1. Deliver products to the site in manufacturer's original, unopened containers with labels intact and legible.
2. Except for investigation of suspected shipping damage, maintain packaging with seals unbroken until time of use.
3. Promptly remove damaged material and unsuitable items from the site and promptly replace with materials meeting the specified requirements at no additional cost to the Owner.
4. The Architect may reject materials and products not bearing satisfactory identification labeling as to manufacturer, grade, quality or other information.

1.4 PRODUCT HANDLING

- A. Store materials off the ground, under cover with adequate ventilation and within the correct temperature, humidity and/or moisture content ranges, or as specified by the manufacturer.
- B. Protect materials from damage and/or deleterious effects from any source.

PART 2 * PRODUCTS

Not Applicable

PART 3 * EXECUTION

3.8 PROTECTION

- A. Protect finished surfaces including jambs and heads of passageway openings, soffits, etc., through which equipment and materials are handled.
- B. Provide protection of finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred and suitably protected until accepted by the Owner.
- D. In the event of damage, promptly make repairs to the satisfaction of the Architect and at no additional cost to the Owner.

END OF SECTION

NATIONAL GUARD POV PARKING
SECTION 02010
SUBSURFACE INVESTIGATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes soils investigation at the site, and use of data resulting from that investigation.

1.2 SOILS INVESTIGATION REPORT

A. General:

- 1. A soils investigation report has not been prepared for the site of this Work.

B. Use of data:

- 1. Bidders should visit the site and acquaint themselves with existing conditions.
- 2. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but such investigations may be performed only under time schedules and arrangements approved in advance by the Architect.

END OF SECTION

NATIONAL GUARD POV PARKING

SECTION 02220

EXCAVATING, BACKFILLING, AND COMPACTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, as specified herein and as needed to meet the requirements of the construction shown in the Contract Documents.
- B. All work to be in accordance with WVDOT Specifications, Section 200 - Earthwork.

END OF SECTION 02220

NATIONAL GUARD POV PARKING

SECTION 02630
STORM DRAINAGE

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes storm drainage outside the building.
- B. All work to conform to WVDOT Specifications, Section 600 - Incidental Construction

END OF SECTION 02630

NATIONAL GUARD POV PARKING

SECTION 02741
HOT-MIX ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Hot-mix asphalt paving.
 - 2. Pavement-marking paint.
- B. All work to be in accordance with WVDOT Specifications, Section 0400 - Bituminous Pavements

END OF SECTION 02741

NATIONAL GUARD POV PARKING

SECTION 02751

CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
 - 1. Walkways.
 - 2. Service drive aprons.
- B. All work to be in accordance with WVDOT Specifications, Section 500 - Rigid Pavement

END OF SECTION 02751

NATIONAL GUARD POV PARKING
SECTION 02920
LAWNS, GRASSES AND PLANTINGS

PART 1 - GENERAL

1 1 SUMMARY

- A. This Section includes the following:
 - 1. Preparation and planting of lawns, grasses and landscape plantings.
- B. All work to be in accordance with WVDOT Specifications, Sections 651 through 656:

END OF SECTION 02920

NATIONAL GUARD POV PARKING

SECTION 16010
ELECTRICAL WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Pole- and wall mounted site lighting fixtures and equipment.
- B. All work to be in accordance with WVDOT Specifications, Section 631.

END OF SECTION 16010

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: DIRTWORKS DEVELOPMENT LLC

Authorized Signature: Eric H. Sargent Date: 9/26/07



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
DEFK8055

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
DIRTWORKS DEVELOPMENT LLC,
4529 BLANKENSHIP ROAD
HUNTINGTON WV 25701

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
800 VIRGINIA AVE., W.
HUNTINGTON, WV
25704 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/12/2007				

BID OPENING DATE: **09/27/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #01						
THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, ADD TO, AND/OR DELETE REQUIREMENTS OF THE ORIGINAL SPECIFICATIONS.						
ATTACHMENTS: 1. ADDENDUM #01 2. PRE-BID SIGN-IN SHEET						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Eric J. Song</i>	TELEPHONE 633-2507	DATE 9/26/07
TITLE PRESIDENT	FEIN 42-1528915	ADDRESS CHANGES TO BE NOTED ABOVE

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

ARCHITECTURAL PLANNING AND DESIGN 1102 West Memorial Boulevard, Huntington, WV 25701
 Robert J. Summerfeldt, A.I.A., Registered Architect

(304) 521-2929
 FAX - (304) 521-2933
 Email - Apdrjs264@aol.com

September 12, 2007

**ADDENDUM #1
 WV ARMY NATIONAL GUARD
 POV PARKING LOT**

Virginia Avenue at West Eighth Street -- Huntington, WV

To: All Registered Planholders:

The following items amend, clarify or provide supplemental information to the plans and specifications published to date on this project. This list is presented in random order, so it is important to read and understand all items, and to distribute complete copies to subcontractors and suppliers to ensure accuracy of bids. Be certain to acknowledge receipt of all Addenda in the appropriate place on bid forms. This information is being provided to the State of West Virginia which will distribute the information to bidders prior to the bid opening. Please contact me as soon as possible with any additional questions or comments.

1. The Pre-Bid Meeting was held this date and was attended by ten participants. Drawings were distributed to interested bidders who had not previously received documents. Additional copies and/or electronic versions (PDF or DWG) are available upon request from the Architect.
2. Drawing A-4, Existing Conditions, dated 9/4/07 was distributed to the meeting participants. This drawing consists of the survey of the existing property conditions.
3. Clarification: The parking space numbers indicated on drawing A-1 are not required to be painted on the pavement.
4. Grading is altered as follows: Grass area between the east side ramp of the existing building and the west edge of the new paving is to be altered by adding stockpiled topsoil to raise east edge of the grass area flush with the new paving, blended smoothly back into the existing grade to ensure proper drainage. The area thus re-graded to be re-seeded.
5. Clarification: Paving section thickness to consist of:
 - 8" aggregate base - Class 1 aggregate per spec sections 307 and 704.6.
 - 2.5" ACC binder course - HMA wearing - IV course (section 401)
 - 1.5" ACC surface course - HMA wearing - I course (section 401)

Reference: West Virginia Division of Highways Standard Specifications for Roads and Bridges, 2000 edition and supplemental specifications dated 2003.

6. Grading of new pavement altered as follows: The north edge of the new paving (space #26 to space #52) to be raised approximately 4" above the adjacent east-west driving lane centerline to ensure that drainage remains on the new paving and enters the storm system. Transitions shall be smoothly blended into adjacent paving.
7. Clarification: Electric connections from lighting poles to the existing building and between poles shall be underground. Contractor to submit light fixture and pole literature and data with the shop drawing submittals.
8. Project drawings have been submitted to the City of Huntington and verbal assurances have been received that they are approved. The successful bidder should be able to appear at City Hall and pay for the building and right-of-way permits.
9. The Contractor may be able to arrange with the Owner for use of a disposal site on the grounds of the Armory and/or elsewhere for some quantity of excess excavated material.
10. The Owner has indicated there may be buried tree stumps of various sizes within the project area. Upon encountering such objects, the Contractor is to investigate by additional excavation to

ARCHITECTURAL PLANNING AND DESIGN 1102 West Memorial Boulevard, Huntington, WV 25701
Robert J. Summerfeldt, A.I.A., Registered Architect(304) 521-2929
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determine the extent and size of the object(s), and then notify the Architect for a determination as to how to proceed.

11. The Owner cautioned the bidders to follow all bidding instructions precisely.
12. A Pre-Bid Agenda distributed by the Owner identified the parties involved and noted the following items:
 - Drawing deposit - Amount of deposit was omitted from the bidding package, so no deposit has been charged.
 - Bid date of 9/27/07
 - Bid is to be Lump Sum
 - Application for Payment at completion of the project
 - Progress meetings to be held as required or requested.
 - Change Order requests to be processed by the Architect using conventional A.I.A. documents.
 - Owner will not sign for material being delivered to the Contractor in his absence.
 - Notice to Proceed is the receipt of a fully executed Purchase Order.
 - The Owner will permit the Contractor the use of the Armory restrooms.
 - Parking is available nearby.
 - Contractor to keep work area clean and remove debris, etc..
 - Project coordination will be with the Architect and the FMO office.
 - Security coordination with the Contractor will occur and employee background checks may be required.

END OF ADDENDUM #1

Please advise if you have any questions or comments, or if additional information is necessary or desired.

Signed,



Robert J. Summerfeldt, A.I.A.
President, APD, Inc.

**Pre-Bid Conference
SIGN IN SHEET**
(Please print legibly)

Request for Proposal No: DE-FK 8055

Date: 9.12.07

Representative & Firm
Name

Mailing Address

Telephone & Fax Number
Email Address

EX: _____
Chuck Bowman
WV State Purchasing Division

PO Box 50130
2019 Washington Street, East
Charleston, WV 25305

T: 304-558-2157
F: 304-558-4115
Email: cbowman@wvadmin.gov

1. Randy Jacobs
Asphalt Contractor

P.O. Box 544
Catlettsburg KY

T: 360-0415
F: 697-2510 - 697-2550
Email: _____

2. RICK ELAM
CHAPMAN-MARTIN
EXCAVATION & GRADING

P.O. BOX 9385
HUNTINGTON, WV
25704

T: 304-429-2434
F: 304-429-8235
Email: relam@aol.com

3. Ted D. GREEN
L.V. Paving Inc.
Paving Contractor

2950 Charles Avenue
Dunbar W.V. 25064

T: 304-768-9737
F: " " 9351
Email: TGreen@L.V. Paving.com

4. Sandy Sargent
Dirtworks Dev, LLC

4529 Blankenship Rd
Huntington, WV
25701

T: 304-633-2507
F: 304-736-8242
Email: Sandysargent@
Verizon.net

5. Jeremiah Williamson
Sanford & Sons Exc

Rt 1 Box 281
Genoa, WV 25817

T: 304-272-5923
F: 304-272-5823
Email: geowhonyuh@hotmail.com

6. Sean Adkins
Hager Construction

5317 Cherry Lane Rd
Huntington WV 25705

T: 304-302-7885
F: 304-302-7895
Email: seanadkins@comcast.net

7. ROBERT C. BRASS
ADV. OFFICE

1703 Coonskow Dr
CHARLESTON WV

T: 304 561-6462
F: _____
Email: _____

8. DAVID WHELFER
ADV. GEN. OFFICE

1703 Coonskow Dr
CHARLESTON, WV

T: 304-561-6460
F: _____
Email: _____

9. Justin Giff Gen
Vance McCrackin
E.V. McCrackin Construction

T: (304) 768-1182
F: (304) 768-1183
Email: _____

Please PRINT legibly. All information is essential to contact attendees in a timely manner.
If possible, please provide a company business card.

**Pre-Bid Conference
SIGN IN SHEET**
(Please print legibly)

Request for Proposal No: DEFK8055

Date: _____

Representative & Firm
Name

Mailing Address

Telephone & Fax Number
Email Address

EX: _____
Chuck Bowman
WV State Purchasing Division

PO Box 50130
2019 Washington Street, East
Charleston, WV 25305

T: 304-518-2157
F: 304-558-4115
Email: cbowman@wvadms.gov

1. M. LORRA BERTON II
BlackTOP Industries

Kenova WVA

T: 453 6196
F: 453 6430
Email: _____

2. _____

T: _____
F: _____
Email: _____

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Email: _____

Please PRINT legibly. All information is essential to contact attendees in a timely manner.
If possible, please provide a company business card.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Dirtworks Development, LLC.
of 4529 Blankenship Rd. Huntington, WV 25701, as Principal, and American Southern Insurance
Company of 7512 Slate Ridge Blvd. Reynoldsburg, OH 43068
of Kansas, a corporation organized and existing under the laws of the State of Kansas
with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Ten Thousand and No/100 Dollars (\$ 10,000.00) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DEFK8055, Army National Guard Parking Lot, Cabell Co. Huntington, WV

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
27th day of September, 20 07.

Principal Corporate Seal

Dirtworks Development, LLC.
(Name of Principal)
By Eric W. Sayre
(Must be President or
Vice President)
President
(Title)

Surety Corporate Seal

American Southern Insurance Company
(Name of Surety)
ACW
Attorney-in-Fact

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

AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 200 S.W. 30th Street
Topeka, Kansas 66611

Mailing Address: 3715 Northside Pkwy, NW
Bldg 400, Ste 800
Atlanta, Georgia 30327

GENERAL POWER OF ATTORNEY

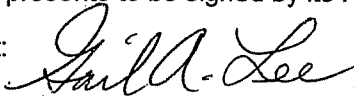
Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Donald J. Kersey of Birmingham, Alabama; Arthur S. Johnson of Atlanta, Georgia; Jessica B. Gardiner of Loganville, Georgia; Mary F. Holland of Chamblee, Georgia; Donald H. Gibbs of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Katherine S. Grimsley of Tampa, Florida; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Cheryl L. Torrao of Canton, Georgia; Lloyd Randall Deal of Kennesaw, Georgia; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; or David R. Brett of Columbia, South Carolina, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

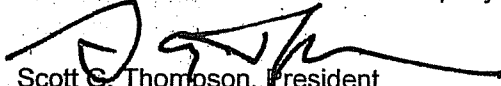
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 13th day of June, 2007.


Attest: 
Gail A. Lee, Secretary

By: American Southern Insurance Company

Scott G. Thompson, President

STATE OF GEORGIA
SS:
COUNTY OF FULTON

On this 13th day of June, 2007, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

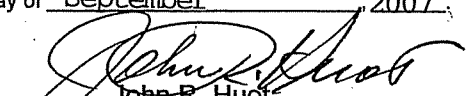
STATE OF GEORGIA
SS:
COUNTY OF FULTON

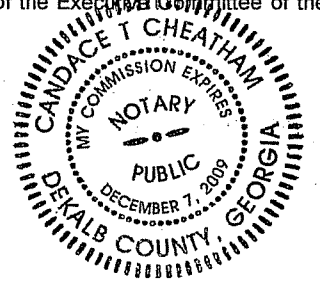
Candace T. Cheatham
Notary Public, State of Georgia
Qualified in DeKalb County
Commission Expires December 7, 2009


I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the 27th day of September, 2007.

Power No. **14041**


John R. Huot
Vice President



State of West Virginia
Office of the Insurance Commissioner
Certificate of Authority

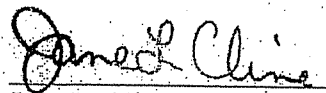
Whereas, AMERICAN SOUTHERN INSURANCE COMPANY domiciled in the State of Kansas has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ARTICLE 1, SECTION 10(c) -- FIRE
ARTICLE 1, SECTION 10(d) -- MARINE
ARTICLE 1, SECTION 10(e) -- CASUALTY
ARTICLE 1, SECTION 10(f) (1) (2) & (3) -- SURETY

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2007, unless this license be sooner revoked. Pursuant to W. Va. Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2006.


Jane L. Cline
Insurance Commissioner



WV File #0063

American Southern Insurance Company
NAIC Company Code 10235
NAIC Group Code 587

Statutory Financial Statement

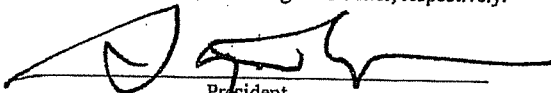
As of December 31, 2006

ASSETS		LIABILITIES	
Bonds	\$54,206,267	Reserve for Losses and Loss Expense	\$33,388,259
Stocks	26,239,019	Reserve for Unearned Premiums	21,217,908
Cash and Short-Term Investments	11,444,228	Reserve for Expenses, Taxes, Licenses and Fees	9,057,867
Agents Balances or Uncollected with Reinsured Companies	9,466,223	Payable to Parents, Subsidiaries and Affiliates	273,203
Other Assets	3,170,263	Other Liabilities	5,650,917
		Total Liabilities	69,588,154
		POLICYHOLDERS' SURPLUS	
		Capital Stock	3,000,000
		Surplus	31,937,846
		Total Policyholders' Surplus	34,937,846
Total Assets	\$104,526,000	Total Liabilities and Policyholders' Surplus	\$104,526,000

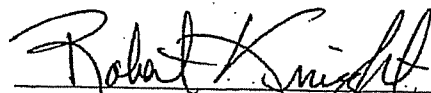
Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC).

CERTIFICATE

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.



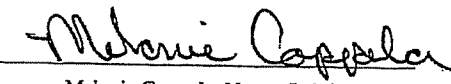
 President



 Treasurer/Controller

State of Georgia
 County of Fulton

On the 26th day of January 2007, before me came the above named officers of the American Southern Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.



 Melonie Coppola, Notary Public
 My Commission Expires, May 17, 2010