

NODSEC

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

Request for

SH-P

DEFK8055

ADDRESS:CORRESP	UNDENCE TO A	HENHONOR
	1 to 1	

JOHN ABBOTT 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE

Hager Construction, LLC 5317 Cherry Lawn Drive Huntington, W 25705

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 800 VIRGINIA AVE., W.

HUNTINGTON, WV 25704

DATE PRIN	TED	ERMS OF SALE	SHIP VIA	FO.B	FREIGHT TERMS
08/20/					1 - 7 O D M
BID OPENING DATE:	09/2	7/2007	BID	OPENING TIME 0	1:30PM
LINE	QUANTITY	UOP CAT	ITEM NUMBER	UNITPRICE	AMOUNT
	WEST VIRGILABOR, MATA PARKING MANDATORY	SING DIVISIONIA ARMY NATERIALS, AND OT IN HUNTION-SITE PRE-	BID: 9/12/2007; VA. AVE. & HUNTINGTON,	ROVIDE ALL ARY TO INSTALL 10:00 AM WEST 8TH STREET WV 25701 BY CONTACTING	
	ARCHITECTU	RAL PLANNING	& DESIGN, AT (3 SUMMERFELDT	04) 521-2929.	L Des 2 to 1 feet on
	ATTACHMENT	: PARTIAL SP	ECIFICATIONS		EIVED
0.001		LS	968-62		27 P 1: 12
0001	PARKING LO	1 CONSTRUCTI		STAT	E OF WV
	WITHIN 90 IS RECEIVE EXECUTED P PROCEED. CANCELLATI RIGHT TO C	CALENDAR DAY D. UNLESS O URCHASE ORDE ON: THE DIR ANCEL THIS O		CE TO PROCEED ED, THE FULLY DERED NOTICE TO SING RESERVES THE TELY UPON WRITTEN	
	SUPPLIED A	PE OF AN INF	FRIOR QUALITY OF	DO NOT CONFORM	
	SUFFEREN B	SEERE	VERSE SIDE FOR TERMS AND CO	INDITIONS	
SIGNATURE	/	PAL	TELEPHONE 304-3	DATE 302-7885	9/2 1 /2007 PA
TITLE Owner		FEIN 55÷0772956	3		ES TO BE NOTED ABOVE
1		<u> </u>			ED N/ENDODI



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

SH-P

DEFK8055

PAGE

2

ADDRESS CORRESPONDENCE TO ATTENTION OF

JOHN ABBOTT 304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE
Hager Construction, LLC

Hager Construction, LLC 5317 Cherry Lawn Drive Huntington, W 25705 DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 800 VIRGINIA AVE., W.

HUNTINGTON, WV 25704

DATE PRINT	TED	TER	RMS OF SAL	E		SHIP VIA			F.O.B		FREIGH	TTERMS
08/20/		<u> </u>			<u> </u>							
BID OPENING DATE:		09/27/	2007		Incomo de constante		BID	OPEN	ING T	IME 0	1:30PM	
LINE	QUA	NTITY	UOP	CAT NO		ITEM NUMBE	∃R		UNITP	RICE	AN	OUNT
	WITH THERE I		CIFIC	ATION	S OF	THE B	ID AND	CON	ITRACT			
	THE HI RATES TO WES	GHER C AS EST ST VIRG	F THE ABLIS INIA	U.S. HED F CODE	DEP/ OR C/ 21-5/		T OF L DUNTY, SEQ.	ABOR PUR	MINI SUANT		E	
	INTERE REQUIR OR IN	RED BY Any am	PAYM State Erica	ENTS LAW) N INS	DUE (ES MADI (EXCEP [*] TAINED TE OF / T ARE I	T FOR IN TH ARCHIT	ANY IS C ECTS	INTER CONTRA DOCU	EST CT		
				i				1		ROVIDE CESSFUL	•	
		THE I	1		ED BI	ELOW W	ILL BE	AR	EQUIR	EMENT		
	OF COM ISSUAN THE BI	MERCIA ICE OF	L GEN CONTR MENTS	ERAL ACT. , The	LIAB: UNLI MIN:	ILITY ESS OTI IMUM AI	INSURA HERWIS	NCE E SP	PRIOR ECIFI	ED IN		
	FURNIS		F OF	BUILD	ERS I	RISK -	ALL R	ISK	INSUR	R SHALL ANCE IN NTRACT.	1	
	THE BI SUBMIT BIDDER	D PAYA TED WI Shall	BLE T TH EA ALSO	O THE CH BI FURN	STAT D AS ISH A	TE OF V A BID	WEST V BOND. DRMANC	IRGI TH E BO	NIA, E SUC ND AN	UNT OF SHALL B CESSFUL D LABOR TRACT.		
ζ	/			SEE RE	VERSE SI	DE FOR TER						
SIGNATURE PHE	21/					TEI	LEPHONE 304	-302-7	7885	DATE	9/27/20	07
TITLE Owner	JV -	F	55-07	72956		t			ADDRI	ESS CHANGE	S TO BE NOTE	D ABOVE



MODZEK

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

Request for Quotation

SH-P

DEFK8055

PAGE 3

_____3

*****ADDRESS:CORRESPONDENCE:TO:ATTENTION:OF

JOHN ABBOTT 304-558-2544

TYPE NA Hager Co 5317 Che

RFQ COPY TYPE NAME/ADDRESS HERE

Hager Construction, ILC 5317 Cherry Lawn Drive Huntington, W 25705 DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 800 VIRGINIA AVE., W.

HUNTINGTON, WV

25704 341-6368

DATE PRIN	TED	TEF	RMS OF SAI	E	SHIP V	A		F.O.B.	FREIGHT TERMS	
08/20/										
BID OPENING DATE:	***************	09/27/	2007	(acceptation acceptation)		BID	OPENI	NG TIME	01:30PM	
LINE	QUAN	ITITY	UOP	CAT. NO	ITEM NUN	BER		UNITPRICE	AMOUNT	
	1		L.			No.		IFIED CHE	CK,	
			1				ı	SHED BY A	TUC	
	STATE						i	SINESS IN SUBMITTE	· 1	
	1			1				AL BOND W	F	.*
	i		4		OJECTS UN				i i	×
								IEU OF TH	E	
		BOND,	PERF	ORMAN	CE BOND,	OR LABO	R ANI	MATERIAL		
	BOND.									
	() M	ATNTEN	ANCE	BOND:	A TWO (2) YEAR	MATN	ITENANCE B	аир	
								REMENT OF		
	THE SU		1							
	REV. 1	1/00								
					· ·	·				
	EXHIBI	т 7								
	LANIZZI	• •								
	DOMEST	IC ALU	MINUM	, GLA	SS & STEE	L ÎN PU	BLIC	WORKS		
	PROJEC	TS								
					- 4					
	1		1		T VIRGINI		1	·I EI., DNSTRUCTIO	M .	
			E .	1	PROVEMENT		ŧ .		N ,	
		-						50,000 AN	ο,	
	•		1 -	1			1	F STEEL I	- }	
								POUNDS O		
								NLY ALUMI		
								NITED STATE NT PURCHASE		
								BE MADE OF	בט	
								THE COST OF	F	
	•		L .	1-		-	1	IAN 10,000		
	POUNDS	OF S1	EEL A	RE US	ED IN PUB	LIC WOR	KS PF	ROJECTS.		
		/								
_	1		<u> </u>	SEERE	I VERSE SIDE FOR TI	RMS AND CO	I NDITIONS			
SIGNATURE 24	11/			taka da		TELEPHONE 304-	-302-788	B5 D	ATE 9/27/2007	
TITLE Owner	7//	F	EIN 55-07	72956					IGES TO BE NOTED ABOVE	
Owner							L		ELED WENDOD!	



HODOR

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

Request for Quotation

Ť

DEFK8055

PAGE

ADDRESS.CORRESPONDENCE TO ATTENTION OF ...

JOHN ABBOTT 304-558-2544

RFQ COPY
TYPE NAME/ADDRESS HERE
Hager Construction, LLC
5317 Cherry Lawn Drive

Huntington, W 25705

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 AMOUNT LINE QUANTITY UOP ITEM NUMBER UNIT PRICE 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 IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS. 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. 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. REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: (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 SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-302-7885 SIGNATURE DATE 9/27/2007 55-0772956 ADDRESS CHANGES TO BE NOTED ABOVE



MODZEK

Huntington, W 25705

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

Request for Quotation

DEFK8055

JOHN ABBOTT 304-558-2544

SH-P

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY

ADDRESS CORRESPONDENCE TO ATTENTION OF

HUNTINGTON, WV 25704

341-6368

ADDRESS CHANGES TO BE NOTED ABOVE

RFQ COPY TYPE NAME/ADDRESS HERE Hager Construction, LLC 800 VIRGINIA AVE., W. 5317 Cherry Lawn Drive

DATE PRINT	rED .	TE	RMS OF SALE	SHIP	VIA	FOB.	FREIGHTTERMS
08/20/							
BID OPENING DATE:	(19/27	/2007	* *************************************	BID	OPENING TIME	01:30PM
LINE	QUAN	TITY	UOP CAT NO	ITEM NUI	MBER	UNIT PRICE	AMOUNT
	PURCHAS SEND A	SING COPY	DIVISION.	THE ARCHI	TECT/EN	ER IN THE STA GINEER SHALL A TE AGENCY FOR	
	INTERES	STED S DAT VITHI	E. ANY ADI N FOURTEEN	, IF NECE ENDUM SHO	SSARY, ULD BE	EXTEND THE BII	
	BIDDERS DIVISIO That A Shall A Excepti	S AND ON. APPLY ALSO A	D SUBMITTE THE SAME TO THE APPLY TO AN	D TO THE RULES ORIGINAL ADDENDUM N ADDENDUM	E STAT AND RE BIDDIN DOCUME M THAT	KNOWLEDGED BY E PURCHASING GULATIONS G DOCUMENT NT. THE ONLY IS ISSUED FOR TIME AND/OR	
	REV. 11						
	EXHIBIT ADDENDU		KNOWLEDGEME	NT			
	ADDENDU	IM(S)		ADE THE N	ECESSAR	LLOWING CHECKE Y REVISIONS TO N, ETC.	
	ADDENDU	IM NO	s.:				
-	NO. 1	X	9/12/07				
	NO. 2			• • • •			
			SEERE	VERSE SIDE FOR T			1
SIGNATURE /	-1/				TELEPHONE304-	-3027885	DATE 9/27/2007
TITLE Owner	- All		EIN 55-0772956		L		NGES TO BE NOTED ABOVE



MODERA

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

Request for Quotation

SH-P

Ō

DEFK8055

6

Al	DDRESS CORP	RESPONDEN	CE TO ATTE	NTION OF:

JOHN ABBOTT 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE

Hager Construction, LLC 5317 Cherry Lawn Drive Huntington, W 25705

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 800 VIRGINIA AVE., W.

HUNTINGTON, WV

25704

DATE PRINTI	ED	TEI	RMS OF SAL	E	SI	IIP VIA		F	O.B.		FREIGHTTERMS
08/20/2											
BID OPENING DATE:		09/27/	<u> 2007 </u>			В	ID	<u>OPENING</u>	TIME	01:	30PM
LINE	QUAI	VTITY	UOP	CAT. NO	ITEM	INUMBER		UNI	TPRICE		AMOUNT
				i							
	10.3	•			• • • •						
	10 4										
	NO. 4	•		• • • • •	• • • •						
	NO. 5		.		• • • •						
	-										
1								HE RECE		THE	
1	ADDEND	UM(S)	MAY B	E CAU	SE FOR	REJECT	ION	OF THE	BIDS.		
				/						1	
		1/\Q	PUM	<i>.</i>			.sı	GNATURE			
	Hager (/ Construct	ion IIC	* .	, ÷						
	· · · · ·	• • • • •	011, 1110	• • • • •		• • • • •	.co	MPANY			
	9/2	27/2007	'				. DA	TE			
1	• • • • • • •	******		• • • • •	• • • • • •	• • • • •	·DA	1 5			
F	REV. 1	1/96									
			0.0	TD 4 0	TODO T	OFNOF		,			
1			CO	NIRAL	TORS LI	CENSE			•		
	WEST V	IRGINI	A STA	TE CO	DE 21-1	1-2 RE	oui	RES THAT	Γ ALL		
								G WORK			
1 1	STATE							INIA CON			
1 1								THE CONT			
1 1	LICENS		1					RS LICE			
1								IVISION			
1 1							19,	CHARLES	SIUN, W	V	
	25305.	IELE	PHUNE	: (30	4) 558-	7890.					
	WEST V	IRGINI	A STA	TE CO	DE 21-1	1-11 R	EQU	IRES ANY	1		
								RACTORS			
					R BID.						
				_							
	BIDDER	TO CO	MPLET	Ŀ:							
				SEERE	VERSE SIDE FO				ļ.		
SIGNATURE	Has 1/				•	TELEPHO	30	4-302-7885	.	9/	27/2007
TITLE Owner	10	F	EIN 55-07	772956				1			O BE NOTED ABOVE



MODSEK

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

Request for Quotation

DEFK8055

PAGE

				*	•	
				-	•	
				4	,	

ADDRESS CORRESPONDENCE TO ATTENTION OF:

JOHN ABBOTT 304-558-2544

RFQ COPY TYPE NAME/ADDRESS HERE Hager Construction, LLC 5317 Cherry Lawn Drive Huntington, W 25705

SH-P

T

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 800 VIRGINIA AVE., W.

HUNTINGTON, WV 25704

DATE PRINT	ED	TER	MS OF SAL	E	SHIP VI	A	F.().B.	FREIGHTTERMS	
08/20/									1 7004	
BID OPENING DATE:	800000000000000000000000000000000000000	09/27/		CAT			<u>OPENING</u>)1:30PM	***************************************
LINE	QUAN	ITITY	UOP	NO	ITEM NUM	BER	UNI	PRICE	AMOUNT	
	·					TT(
	CONTRA	CTORS	NAME:	• •, •	Hager Constru	iction, Lil		• • • • • •	• •]
	CONTRA	CTODO	LICEN	CE NO	W01026	51			·	
	CONTRA	CIURS	LICEN	SE NU		• • • • • •	• • • • • • •		• •	
	THE SU	CCESSF	UL BI	DDER	WILL BE RI	EQUIRED	TO FURN	ISH A		į
	COPY O	F THEI	R CON	TRACT	ORS LICENS				=	. [
	A PURC	HASE O	RDER/	CONTR	ACT					
				4.5	DITCADIE	A 1.1				
				AP	PLICABLE	LAW		•		1
	THE WE	ST VIR	GINIA	STAT	E CODE, PI	JRCHASI	NG DIVIS	ION RUL	=	
					HE INFORM					İ
					TION" ISS			HASING		
	J		THE S	OLE A	UTHORITY (GOVERNI	NG THIS			
	PROCUR	EMENI.					•			
	ANY IN	FORMAT	ION P	ROVID	ED IN SPE	CIFICAT	ION MANU	ALS, OR		
					AL OR WRI				s	
			l i		ION PROVI				S	
			THE	ABOVE	PARAGRAPI	H IS VO	ID AND O	IF NO		
	EFFECT	•				i				
	BANKRU	PTCY:	IN T	HE EV	ENT THE VI	ENDOR/C	ONTRACTO	R FILES		
				r e	ION, THIS	1				İ
	B .		סע מא	ID, A	ND IS TER	MINATED	WITHOUT	FURTHE	₹	
) 	ORDER.									
•	REV. 1	/2005	:							
l I	KEV. I	/2005								
!										Ì
!				NO	TICE					Ì
			M.1.6-							ļ
i 1	A SIGN	FD BID	MUST	RF 2	UBMITTED '	וט:				
	מ	EPARTM	ENT O	F ADM	INISTRATI	DN				-
SIGNATURE ,	, ,	/		SEE RE	VERSE SIDE FOR TE			DAT	E 0/27/2007	
Kd	Jan /	······································	-151	····		TELEPHONE 304	4-3UZ-/885 		9/27/2007	
TITLE Owner		ĮFE	55-07	772956			ADD	RESS CHANG	ES TO BE NOTED ABOV	Æ



YEZDOR

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

Request for Quotation

BFQ NUMBER **DEFK8055**

 () () () () () () () () () ()
_
8

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

6H-P

RFQ COPY TYPE NAME/ADDRESS HERE

Hager Construction, LLC 5317 Cherry Lawn Drive Huntington, W 25705

DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 800 VIRGINIA AVE., W.

HUNTINGTON, WV 25704

DATE PRIN	TED	TER	MS OF SAI	£	SHIP V	IA	F.(D.B.		FREIGHTT	ERMS
08/20/											
BID OPENING DATE:		09/27/	2007	10.000.000.000.000.000.000.000.000.000.		BID	OPENING	<u>TIME</u>	01:	:30PM	
LINE	QUAI	VTITY	UOP	CAT. NO	ITEM NUM	BER .	UNF	TPRICE		AMOL	INT
				*************				*************	******		
	D	URCHAS	TNC D	TVTCT	ON				l		
		UILDIN		14131			÷				
				TON S	TREET, EA	ST			f		
					5305-0130						
			-						į		
			·								
					THIS INF				DF		
	THE EN	VELOPE	OR T	HE BI	D MAY NOT	BE CON	SIDERED:		l	•	
	C=41=5	. n.r.n									
	SEALED	RID							İ		
	BUYER:			ı.	HN ABBOTT						
'	DO LEN.				IIII ADBOTT				l		
	REQ. N	0.:		DE	FK8055						
									.		
•	BID OP	ENING	DATE:	9/	27/2007						
				_					l		
	BID OP	ENING	TIME:	1:	30 PM						
	DIFACE	DDOVI	DE 4	CAY N	UMBER IN	CACE TT	TO NECE	CCADV			
					NG YOUR B		15 NECE	SSART			
	I G CON	IACI	OU KL	GARDI							
	_				304-302-7895				-		
									j		
					AME OF PE	RSON TO	CONTACT	Γ	ł		
	CONCER	NING T	HIS Q	UOTE:	i .						
					Ruford Hager	Jr.			- [
	-										
	}		•	! ! :	·				l		
					,						
			-		·						
°as											
				1			,		1		
				}							
						:		•			
	1		l	SEERE	I VERSE SIDE FOR TI				1		
SIGNATURE	A /					TELEPHONE 304	4-302-7885	D	ATE	9/27/2007	
TITLE CONOR	~~\/_	(FE	IN 55_0	7720E6				DECC OUAL		TO BE NOTED	ABOVE
Owner	U			772956			ADI	JUESS CUAL		I O DE NUIED	ADUVE



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

Request for Quotation

Ţ

DEFK8055

-

PAGE:::

*ADDRESSICORRESRONDENCESTO/ATTIENTION(OF

JOHN ABBOTT 304-558-2544

>#200E

RFQ COPY TYPE NAME/ADDRESS HERE

Hager Construction, LLC 5317 Cherry Lawn Drive Huntington, W 25705 DIV ENGINEERING & FACILITIES NATIONAL GUARD ARMORY 800 VIRGINIA AVE., W.

HUNTINGTON, WV 25704

DATE PRIN 08/20/	******	TEA	MS OF SAI	E		SHIP VI	A		F.O.B.		FREIGHTTERMS
BID OPENING DATE:		09/27/	2007				BID	OPE	NING TI	ME 0	1:30PM
LINE	QUA	NTITY	UOP	CAT NO		ITEM NUM	BER		UNITPR	ICE	AMOUNT
					********	*******					
	****	* THIS	IS T	HE EN	D OF	RFQ	DEFK8	055	*****	TOTAL	\$ 156,897.00
	One	Hundred	fifty	-six t	housai	nd eig	ht hundr	ed n	inety-se	ven dol	lars and zero cents.
		,									
											, .
				,							
					·						
		ļ							**		. ,
											·
	,										,
	ļ										
}											
									:		
***************************************					TERRETA	ne con-	nuo anno co	NO CONTRACTOR	Ne		
SIGNATURE	11 /	/		SEE RE	iehse si	UE FOH IE	PAMS AND CO TELEPHONE 30	мин ю И –3 02	NS 1–7885	DATE	9/27/2007
TITLE Owner	 	FE	in 55-0	772956				7 302		SS CHANGE	ES TO BE NOTED ABOVE
İ	# 	101/01/05			T 31434	C AND	NDDDC00	IN OF			ED 'VENDOB'

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

TABLE OF CONTENTS

00001 Cover Page 00005 Table of Contents

BIDDING REQUIREMENTS PROVIDED BY THE STATE OF WEST VIRGINIA

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

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.

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.
 - 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:
 - 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

- 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

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.

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.
- 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
 - 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 <u>non-proprietary</u> 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.

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

- 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 puposes 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
 - 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

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

SECTION 01640

PRODUCT HANDLING

PART 1 * GENERAL

1.1 DESCRIPTION

A. Work Included

 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.

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.

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.

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

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

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

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

SECTION 16010 ELECTRICAL WORK

PART 1 - GENERAL

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

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:	Hager Construction, LLC	
Authorized Signatu	ire:	Date: 9/27/2007
Purchasing Affidavit (Re	evised 04/15/07)	

Agency	
REQ.P.	O#_DEFK8055

BID BOND

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 - National Guard POV Parking Lot constructino - Virginia Avenue & West 8th Street 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			MEN BY THESE PRES						
of Seattle , WA , a corporation organized and existing under the laws of the State of WA with its principal office in the City of Seattle , as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns. The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEFK8055 - National Guard POV Parking Lot constructino - Virginia Avenue & West 8th Street 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		of Hunting	ton	, <u>WV</u>		, as Principal, a	and <u>First Na</u>	ational Insurance Comp	any
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns. The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEFK8055 - National Guard POV Parking Lot constructino - Virginia Avenue & West 8th Street 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	of	of <u>Seattle</u>	, <u>WA</u>		_, a corporation org	janized and exi	sting unde	r the laws of the State of	of
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 - National Guard POV Parking Lot constructino - Virginia Avenue & West 8th Street 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	N	VAwith	its principal office in th	ne City of <u>Seattle</u>	9	, as Surety, are	held and	firmly bound unto the S	tate
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 - National Guard POV Parking Lot constructino - Virginia Avenue & West 8th Street 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	of West	Virginia, as Ol	oligee, in the penal sum	of <u>Five Percen</u>	t of Amount Bid	(\$ 59	6	_) for the payment of w	/hich,
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEFK8055 - National Guard POV Parking Lot constructino - Virginia Avenue & West 8th Street 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	well and	I truly to be ma	de, we jointly and seve	rally bind oursel	ves, our heirs, admi	nistrators, exec	utors, succ	cessors and assigns.	
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for DEFK8055 - National Guard POV Parking Lot constructino - Virginia Avenue & West 8th Street 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									
DEFK8055 - National Guard POV Parking Lot constructino - Virginia Avenue & West 8th Street 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			_						
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									or
(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	DEFK8	055 - Nation	al Guard POV Parkin	g Lot construc	tino - Virginia Ave	nue & West 8	th Street		
(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									
(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									
(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									
(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			•						
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		(a) If said bi	d shall be rejected, or	the Principal sh	all enter into a cont	ract in accorda	ace with th	e hid or proposal attach	her
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	hereto a	and shall furnis	h any other bonds and	insurance requir	ed by the bid or pro	posal, and shal	I in all othe	er respects perform the	
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	agreem	ent created by	the acceptance of said	bid, then this ob	ligation shall be nul	and void, othe	rwise this	obligation shall remain i	in full
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no	force an	id effect. It is t the penal amo	expressly understood a unt of this obligation as	na agreea tnat tr herein stated.	ie liability of the Sur	ety for any and	all claims	nereunder snall, in no e	event,
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no	GXCCCG	are perial arrio	une ornganion an	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
		The Surety, f	or the value received, h	ereby stipulates	and agrees that the	obligations of	said Surety	y and its bond shall be i	n no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.	way imp	paired or affect	ed by any extension of	the time within w	hich the Obligee m	ay accept such	bid, and s	aid Surety does hereby	
waive notice of any such extension.	Waive III	once of any su	on extension.						
IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations		IN WITNESS	WHEREOF, Principal	and Surety have	hereunto set their h	ands and seals	, and suct	of them as are corpora	ations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this	have ca	used their corp	orate seals to be affixe	ed hereunto and	these presents to be	signed by the	ir proper of	fficers, this	
27th day of September , 2007 .	27th	_day of	September	, 2007 .					
Principal Corporate Seal Hager Construction, LLC (Name of Principal)	Principa	il Corporate Se	eal						
(Name of Frincipal)						O_1	A	oi Filicipal)	
By By						вуСф	19/	<u>/</u>	
(Name of Principal) By (Must be President or Vice President)							Vice P	e President or resident)	
Owner						01.0	- 4 - 0	•	
(Title)						901		Fitle)	
Surety Corporate Seal First National Insurance Company of America						First National	Insuranc	e Company of Ameri	ca
Surety Corporate Seal (Name of Surety)	Surety 0	Corporate Seal				1 II St National			
1)	1	
11 · // M						11	/ · ·	// M	
By: /alucia H - / ayp							ucia	H- 1/ay	<i>f</i>
Patricia A. Moye, WV Resident Agent Attorney-in-Fact					Patricia A. Moye, \	NV Resident Ag	ent Attorn	ey-in-Fact	į

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



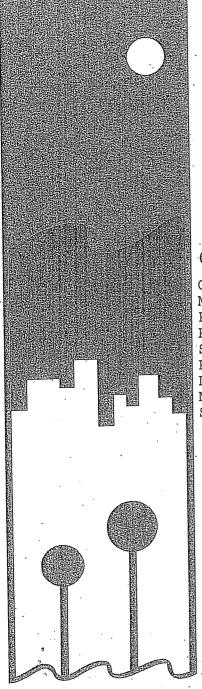
POWER OF ATTORNEY

10372

First National Insurance Company of America Safeco Plaza Seattle, WA 98185

WEB PDF

KNOW ALL BY THESE PRESENTS: That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint ********PATRICIA A. FINCKE; GREGORY T. GORDON; LARRY D. KERR; ALLAN L. MCVEY; PATRICIA A. MOYE; KIMBERLY J. WILKINSON; Charleston, West Virginia*********** its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office. IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents Stephanie Daller Watser STEPHANIE DALEY-WATSON, SECRETARY TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY CERTIFICATE Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA: "Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking." Extract from a Resolution of the Board of Directors of FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970. "On any certificate executed by the Secretary or an assistant secretary of the Company setting out. (i) The provisions of Article V, Section 13 of the By-Laws, and (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and (iii) Certifying that said power-of-attorney appointment is in full force and effect, the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof." I, Stephanie Daley-Watson , Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation STEPHANIE DALEY-WATSON, SECRETARY S-1049/DF 4/05 Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.



WEST VIRGINIA CONTRACTOR LICENSING BOARD

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV010261

Classification:

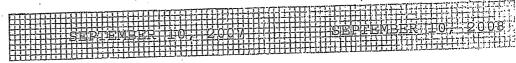
GENERAL BUILDING
MULTIFAMILY
PLUMBING
RESIDENTIAL
SPECIALTY
EXCAVATION
DRYWALL
MASONRY
SIDING

ROOFING CONCRETE

HAGER CONSTRUCTION LLC 5317 CHERRY LAWN DRIVE HUNTINGTON, WV 25705

Date Issued

Expiration Date



Authorized Company Signature

Milled A. Carl

Chair, West Virginia Contractor Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.



PRODUCER:

BrickStreet Mutual Insurance Company 4700 MacCorkle Ave., S.E. Charleston, WV 25304

CERTIFICATE HOLDER:

HAGER CONSTRUCTION LLC 5317 CHERRY LAWN DRIVE HUNTINGTON WV 25705

INSURED:

HAGER CONSTRUCTION LLC 5317 CHERRY LAWN DRIVE HUNTINGTON WV 25705

CERTIFICATE OF INSURANCE

The policy of insurance listed below has been issued to the insured named above for the policy period and coverage indicated. This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy below. Coverage is contingent on the insured's compliance with policy conditions and premium payment.

If the policy is canceled before the expiration date, BrickStreet Mutual Insurance Company will endeavor to mail a written notice to the certificate holder within 30 days of cancelation. Failure to mail the notice shall impose no obligation or liability of any kind upon BrickStreet Mutual Insurance Company.

POLICY NUMBER: WC10034100-03

DATE CERTIFICATE ISSUED: 12/21/2006

POLICY EFFECTIVE DATE: 1/1/2007

POLICY EXPIRATION DATE: 12/12/2007

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

LIMITS / COVERAGE

- [X] WORKERS COMPENSATION STATUTORY LIMITS
- [X] EMPLOYERS LIABILITY LIMITS:

BODILY INJURY BY ACCIDENT:

\$100,000.00

EACH ACCIDENT

BODILY INJURY BY DISEASE:

\$500,000.00

POLICY LIMIT

BODILY INJURY BY DISEASE:

\$100,000.00

EACH EMPLOYEE

- [] WV BROAD FORM EMPLOYERS LIABILITY ENDORSEMENT COVERAGE FOR WV CODE 23-4-2(d)(2)(ii)
- [] FEDERAL COAL MINE HEALTH AND SAFETY ACT COVERAGE ENDORSEMENT COVERAGE FOR WV CODE 23-4b-1 FEDERAL BLACK LUNG COVERAGE

SPECIAL PROVISIONS IF ANY:

RECEIVED DEC 29 2006

			o centieic	ATE OF LIABIL	T	YINSU	RANCE	OPID VE HAGER-1	01/29/07	
1	4C		D. CERTIFIC	PAIL OF ENGLA		THIS CERTIF	ICATE IS ISSUE	DAS A MATTER OF INFO	RMATION	
PRODUCER ONLY AND CONFERS NO RIGHTS OF ON THE DOLLAR PRODUCES NOT AMEND, EXTEND O HOLDER, THIS CERTIFICATE DOES NOT AMEND, EXTEND O							TEND OR			
Uni	ted	. Se	ecurity Agency		-	ALTER THE	COVERAGE ALL	ONDED D. T.		
103 8th Avenue Huntington WV 25701 Phono: 304-525-6600 Fax: 304-525-7028					INSURERS AF	FORDING COVE		NAIC#		
		30	4-525-6600 Fax:3			INSURER A: M	OTORISTS MUTUAL IN	NSURANCE CO	14621	
INSU	RED			·		INSURER B:				
						INSURER C:				
		Ţ	HAGER CONSTRUCTION	LLC R	Ī	INSURER D:				
		Ì	HUNTINGTON WV 2570	5	ľ	INSURER E:				
								D		
CO\	E POL	CIES	OF INSURANCE LISTED BELOW HAVE MENT. TERM OR CONDITION OF AN	/E BEEN ISSUED TO THE INSURED NAM Y CONTRACT OR OTHER DOCUMENT W IE POLICIES DESCRIBED HEREIN IS SUE BEEN REDUCED BY PAID CLAIMS.	MED ABO	OVE FOR THE POL SPECT TO WHICH TO ALL THE TERM	ICY PERIOD INDICATE THIS CERTIFICATE M S, EXCLUSIONS AND C	ED. NOTWITHSTANDING AY BE ISSUED OR CONDITIONS OF SUCH		
M	YPER	TAIN,	, THE INSURANCE AFFORDED BY TH GREGATE LIMITS SHOWN MAY HAVE	E POLICIES DESCRIBED HEREIN IS OUT. BEEN REDUCED BY PAID CLAIMS.						
מפואות	ודיווזמ	. AGC		POLICY NUMBER	POI DA	LICY EFFECTIVE ATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	\$1,000,000	
LTR	INSRD	<u></u>	TYPE OF INSURANCE				*	EACH OCCURRENCE	\$100,000	
			ERAL LIABILITY	3326832740		12/01/06	12/01/07	DAMAGE TO RENTED PREMISES (Ea occurence)	\$5,000	
Α,	-s	X	COMMERCIAL GENERAL LIABILITY	,		ļ		MED EXP (Any one person)	s1,000,000	
,	. *		CLAIMS MADE X OCCUR				•	PERSONAL & ADV INJURY		
					'			GENERAL AGGREGATE	\$2,000,000	
]						PRODUCTS - COMP/OP AGG	\$2,000,000	
		GEN	POLICY PRO- LOC		_			COMBINED SINGLE LIMIT	s1,000,000	
A		AUT X	OMOBILE LIABILITY ANY AUTO	3326832740		12/01/06	12/01/07	(Ea accident) BODILY INJURY		
			ALL OWNED AUTOS SCHEDULED AUTOS					(Per person)	\$	
		×	HIRED AUTOS					BODILY INJURY (Per accident)	\$	
		X	NON-OWNED AUTOS				, .	PROPERTY DAMAGE (Per accident)	\$	
					_			AUTO ONLY - EA ACCIDENT	\$	
		GAI	RAGE LIABILITY					OTHER THAN EA ACC	\$	
			ANY AUTO					OTHER THAN AUTO ONLY: AGG	\$	
								EACH OCCURRENCE	\$2,000,000	
	1	EXC	CESS/UMBRELLA LIABILITY			12/01/06	12/01/07	AGGREGATE	\$2,000,000	
) 		X	OCCUR CLAIMS MADE	3326832740		12/01/00	12,02,		\$	
				,	ŀ			•	\$	
			DEDUCTIBLE		ĺ				\$.	
			RETENTION \$					WC STATU- OTH- TORY LIMITS ER		
-	WOR	KER	S COMPENSATION AND			12/01/06	12/01/07	E L FACH ACCIDENT	\$1,000,000	
A	EMP	LOYE	RS' LIABILITY	3326832740		12/01/00	12/02/01	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	
**	ANY OFF	PRO ICER	PRIETOR/PARTNER/EXECUTIVE MEMBER EXCLUDED?					E.L. DISEASE - POLICY LIMIT	\$1,000,000	
	15	- 400	cribe under PROVISIONS below		-					
-	OTH				-					
1			•		DOEME	-NT/SPECIAL PRO	VISIONS			
DE	SCRIPT	ION C	OF OPERATIONS / LOCATIONS / VEH	ICLES / EXCLUSIONS ADDED BY ENDO	RSEINE	EN I / SPECIAL PRO	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
			5 .							
1			•					•		
			·						•	
						•				
L			TE UOLDED	**************************************		CANCELLAT	ION	TO TOUR DE CANCELLE	D BEFORE THE EXPIRA	
CE	RTIF	ICA"	TE HOLDER	CITY	HU1	SHOULD ANY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRA DAYS WRITT			
i i					DATE THEREO	F, THE ISSUING INSUI	RER WILL ENDEAVOR TO MAIL			
	CITY OF HUNTINGTON BUSINESS LICENSE DIVISION					NOTICE TO TH	E CERTIFICATE HOLD	ER NAMED TO THE LEFT, BUT	NUMBER ITS AGENTS OF	
			ROOM 20			IMPOSĘ NO OE	BLIGATION OR LIABILI	TY OF ANY KIND UPON THE INS	IUKEK, ITS ACETT	
	D O BOY 1659				#- -	REPRESENTAT	rives. //			
			HUNTINGTON WV 257	17-1659		AUTHORIZED REPRESENTATIVE				
							Vance Built) MMV © ACORD CORPORATION			
-			· .			1 :		© ACORD	CORPORATION	