



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  
**DEFK8057**

PAGE  
**1**

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

VENDOR

**\*B09144539 304-744-4626**  
**UPTON CONSTRUCTION COMPANY INC**  
**PO BOX 39**  
**DUNBAR WV 25064**

SHIP TO

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

DATE PRINTED <b>09/19/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM #01</b>						
THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, ADD TO, AND/OR DELETE REQUIREMENTS OF THE ORIGINAL SPECIFICATIONS.						
ATTACHMENTS: 1. ADDENDUM #01 2. REVISED BID FORM 3. PRE-BID SIGN-IN SHEET						
<b>0001</b>	<b>1</b>	<b>LS</b>		<b>968-32</b>		
<b>DEMOLITION SERVICES</b>						
<b>***** THIS IS THE END OF RFQ DEFK8057 ***** TOTAL: \$ 149,500.00</b>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>304-744-4627</b>	DATE <b>10-04-07</b>
TITLE <b>Vice President</b>	FEIN <b>550480817</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

## ITEMIZED BID SHEET

DESCRIPTION	COST
1. BARN -----	\$ 2,500.00
2. SHED W/RED ROOF-----	\$ 3,000.00
3. YELLOW BRICK BLDG. COLLAPSED-----	\$ 2,000.00
4. YELLOW BLOCK HOUSE 2-STORY-----	\$ 10,000.00
5. WHITE SHED-----	\$ 1,000.00
6. WHITE HOUSE W/ BASEMENT-----	\$ 12,000.00
7. WHITE & BROWN HOUSE W/GARAGE-----	\$ 12,000.00
8. BEIGE GARAGE APARTMENT 2-STORY-----	\$ 12,000.00
9. BEIGE HOUSE W/BASEMENT-----	\$ 12,000.00
10. 3 OUT BUILDINGS BEHIND #9-----	\$ 1,500.00
11. BROWN HOUSE W/BASEMENT-----	\$ 12,000.00
12. SHED 29' X 60'-----	\$ 3,000.00
13. SHED 29' X 30'----- W/BOX TRAILER 8' X 37'-----	\$ 3,500.00
14. SHED 68' X 83'----- BLUE BLDG. 30' X 50'-----	\$ 8,000.00
15. 2 BOX TRAILERS UNDER # 14 8' X 40' EA.-----	\$ 2,000.00
16. HOUSE W/CARPORT & SMALL OUTBLDG.-----	\$ 10,000.00
17. PERMASTONE HOUSE W/BASEMENT & CARPORT-----	\$ 12,000.00
18. BEIGE DOUBLE WIDE TRAILER-----	\$ 3,000.00
19. RED SIDEING HOUSE W/SMALL OUT BLDG.-----	\$ 10,000.00
20. MISCELLANEOUS-----	\$ 6,000.00

\*\*OTHER ITEMS NOT SHOWN ABOVE & IF FOUND DURING DEMOLATION:

WATER WELLS: REMOVE CASING BELOW GROUND  
LEVEL & FILL AS PER SPECIFICATIONS:

COST PER WELL:  $\$ 2,000.00 \times 2 = \$ 4,000.00$

SEPTIC TANKS: REMOVAL & DISPOSAL AS PER  
SPECIFICATIONS:

COST PER TANK:  $\$ 2,000.00 \times 4 = \$ 8,000.00$

**GRAND TOTAL \$ 149,500.00**



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**5**

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

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

Upton Construction Company, Inc.  
 P.O. Box 39  
 Dunbar, WV 25064

**DIV ENGINEERING & FACILITIES**  
**ARMORY BOARD SECTION**

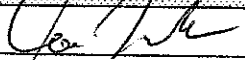
**1707 COONSKIN DRIVE**  
**CHARLESTON, WV**  
**25311-1099 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/27/2007				

BID OPENING DATE: **10/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE  TELEPHONE **304-744-4627** DATE **10-4-07**  
 TITLE **Vice President** FEIN **550480817** ADDRESS CHANGES TO BE NOTED ABOVE

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



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**6**

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

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

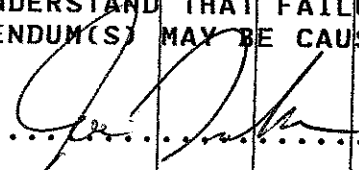
Upton Construction Co., Inc.  
 P.O. Box 39  
 Dunbar WV 25064

SHIP TO

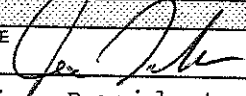
**DIV ENGINEERING & FACILITIES**  
**ARMORY BOARD SECTION**  
  
**1707 COONSKIN DRIVE**  
**CHARLESTON, WV**  
**25311-1099 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/27/2007				

BID OPENING DATE: **10/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1				September 19, 2007		
NO. 2				.....		
NO. 3				.....		
NO. 4				.....		
NO. 5				.....		
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
 .....SIGNATURE						
Upton Construction Company, Inc.....COMPANY						
October 2, 2007.....DATE						
REV. 11/96						
CONTRACTORS LICENSE						
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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-744-4627	DATE 10-04-07
TITLE Vice President	FEIN 550480817	ADDRESS CHANGES TO BE NOTED ABOVE

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**7**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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Upton Construction company, Inc.  
 P.O. Box 39  
 Dunbar, WV 25064

**DIV ENGINEERING & FACILITIES**  
**ARMORY BOARD SECTION**

**1707 COONSKIN DRIVE**  
**CHARLESTON, WV**  
**25311-1099 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/27/2007				

BID OPENING DATE: **10/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Upton Construction Company, Inc.....</p> <p>CONTRACTORS LICENSE NO.: WV000119.....</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-744-4627	DATE 10-04-07
TITLE Vice President	FEIN 550480817	ADDRESS CHANGES TO BE NOTED ABOVE

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**VENDOR FOR**

Upton Construction Company Inc.  
 P.O. Box 39  
 Dunbar, WV 25064

**SHIP TO**

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION

1707 COONSKIN DRIVE  
 CHARLESTON, WV  
 25311-1099 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
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BID OPENING DATE: **10/04/2007** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p> <p>DEPARTMENT OF ADMINISTRATION            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.: DEFK8057-----</p> <p>BID OPENING DATE: 10/04/2007-----</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:</p> <p>304-744-4626-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>Joe Tucker-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304-744-4627	10-04-07
TITLE Vice President	FEIN 550480817	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ COPY

TYPE NAME/ADDRESS HERE

Upton Construction Company, Inc.  
 P.O. Box 39  
 Dunbar, WV 25064

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DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION


1707 COONSKIN DRIVE  
 CHARLESTON, WV  
 25311-1099 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/27/2007				

BID OPENING DATE: **10/04/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEFK8057 ***** TOTAL:						<u>\$149,500.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 

TITLE **Vice President** FEIN **50480817** TELEPHONE **304-744-4627** DATE **10-04-07**

ADDRESS CHANGES TO BE NOTED ABOVE

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STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Upton Construction Company, Inc.

Authorized Signature: \_\_\_\_\_

Date: 10-04-07



ERIE INSURANCE COMPANY  
BID BOND

Know All Men by These Presents,

Bond No. EE1492

That we, Upton Construction Company Inc. (hereinafter called the Principal) as Principal and the ERIE INSURANCE COMPANY, of Erie, Pennsylvania, a corporation duly organized under the laws of the State of Pennsylvania, (hereinafter called the Surety), as Surety, are held and firmly bound unto Division of Engineering & Facilities Armor Board. Section hereinafter called the Oblige in the full and just sum of 5% of amount

of the bid Dollars, (\$5% of bid.), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 4th day of October A.D. 2007

THE CONDITION OF THIS OBLIGATION IS SUCH: That, if the Oblige shall make any award within 60 days to the Principal for DEFK8057

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with the Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay the Oblige the damages which the Oblige may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

Principal Upton Construction Co. Inc.

Witness: Tina Davis

By: [Signature]

ERIE INSURANCE COMPANY

Witness: Britton N. Ramsey

By: [Signature] Attorney-in-Fact & West Virginia Resident Agent



# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ERIE INSURANCE COMPANY, a corporation duly organized under the laws of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint

-----  
Neely R. Arthur, Jr. -----

individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed: any and all bonds and undertakings of suretyship,

----- in a penalty not to exceed the sum of five hundred thousand dollars (\$500,000.00). -----

And to bind the ERIE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by the appropriate officer of the ERIE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

The Power of Attorney is granted under and by authority of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on May 8, 2002 at which a quorum was presented and said Resolution has not been amended or repealed:

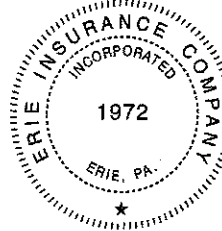
“Resolved, that the President, or any Senior Vice President or Vice President shall have power and authority to: (a) Appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and, (b) To remove any such Attorney-in-Fact at any time and revoke the power and authority given to him; and

Resolved, that Attorney(s)-in-Fact shall have power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contract of indemnity and other writings obligatory in the nature thereof.”

This Power of Attorney is signed and sealed by facsimiles under and by virtue of the following Resolution adopted by the Board of Directors of ERIE INSURANCE COMPANY at a meeting held on the 8th day of May, 2002, at which a quorum was present and said Resolution has not been amended or repealed:

“Resolved, that the signature of Jeffrey A. Ludrof, as President and Chief Executive Officer of the Company, and the Seal of the Company may be affixed by the following facsimiles on any Limited Power of Attorney for the execution of bonds, undertakings, recognizances, contracts and other writings in the nature thereof, and the signature of J. R. Van Gorder, as Secretary of the Company, and the Seal of the Company may also be affixed by the following facsimiles to any certificate of any such Limited Power of Attorney and only under such circumstances, shall said facsimiles be valid and binding on the Company.”

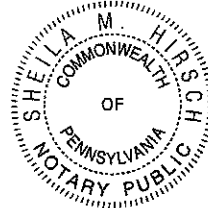
IN WITNESS WHEREOF, the ERIE INSURANCE COMPANY has caused these presents to be signed by its President and Chief Executive Officer, and its corporate seal to be hereto affixed this 8th day of May, 2002.



Jeffrey A. Ludrof  
President and Chief Executive Officer

STATE OF PENNSYLVANIA } ss.  
COUNTY OF ERIE

On this 8th day of May, A.D. 2002, before me personally came Jeffrey A. Ludrof, to me known, who being by me duly sworn, did depose and say: that he is President and Chief Executive Officer of ERIE INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the Seal of said corporation; that the Seal affixed to the said instrument is such corporate Seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

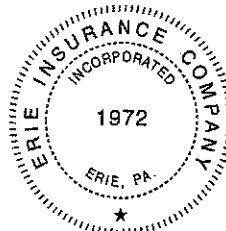


My commission expires June 27, 2008  
Notary Public

### CERTIFICATE

I, J. R. Van Gorder, as Secretary of the ERIE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is still in full force and effect as of the date below.

In witness whereof, I have hereunto subscribed my name and affixed corporate Seal of the Company by facsimiles pursuant to the action of the Board of Directors of the Company,



J. R. Van Gorder, Secretary

this 4th day of Oct. 2007.