



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  
**DEFK8058**

PAGE  
**1**

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

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

**DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS**

FROM: RBS Construction, Inc.  
 4300 1st Ave Suite 200 Nitro, WV 25143  
 (P) 304.755.2800 (F) 304.755.3022  
 Contractor License No. WV041980

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
0001	1	LS	968-62	<p><b>REQUEST FOR QUOTATION</b></p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA ARMY NATIONAL GUARD, CHP FACILITY, REDHOUSE, WV, TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL A 100'X100' CONCRETE PAD.</p> <p>MANDATORY ON-SITE PRE-BID: 9/20/2007; 1:30 PM            CHP FACILITY            106 ARMY NAVY DRIVE            RED HOUSE, WV 25168</p> <p>CONTACT MICHAEL BECKNER AT (304) 561-6333 TO CONFIRM ATTENDANCE.</p> <p>ATTACHMENTS: 1. SPECIFICATIONS            2. PURCHASING AFFIDAVIT</p> <p><b>PARKING LOT CONSTRUCTION</b></p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 45 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>304-755-2800</b>	DATE <b>10-04-07</b>
TITLE <b>PRESIDENT</b>	FEIN <b>71-1023181</b>	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.

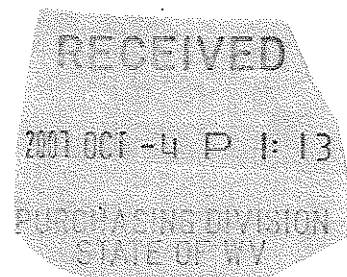
---

**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





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  
**DEFK8058**

PAGE  
**2**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

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>PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</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 PUTNAM 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>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEFK8058**

PAGE  
**3**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**JOBSITE**  
**SEE SPECIFICATIONS**

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>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT 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 &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEFK8058**

PAGE  
**4**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

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>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEFK8058**

PAGE  
**5**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

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	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

REQ NUMBER:  
**DEFK8058**

PAGE:  
**6**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

V  
E  
N  
D  
O  
R

S  
H  
I  
P  
T  
O

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

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						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>.....SIGNATURE  <i>RBS Construction, Inc.</i>.....COMPANY  <i>10-04-07</i>.....DATE</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
 DEFK8058

PAGE  
 7

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

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: <i>RBS Construction, Inc.</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 041980</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEBN	ADDRESS CHANGES TO BE NOTED ABOVE

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





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

# Request for Quotation

RFQ NUMBER  
**DEFK8058**

PAGE  
**8**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

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
------	----------	-----	--------	-------------	------------	--------

**NOTICE**

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 BUILDING 15  
 2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

BUYER: JOHN ABBOTT-----

REQ. NO.: DEFK8058-----

BID OPENING DATE: 10/04/2007-----

BID OPENING TIME: 1:30 PM-----

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

*304-755-3022*

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:

*MARK STUTLER, PRESIDENT*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER  
**DEFK8058**

PAGE  
**9**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

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
***** THIS IS THE END OF RFQ DEFK8058 ***** TOTAL:						\$ <u>122,600.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304 7552-800	10-04-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	71-1023181	

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

**DEFK8058 CONCRETE PAD SPECIFICATIONS**

This contract is to describe contractor responsibilities and expectations for the construction of a concrete turning pad for tracked vehicular tanks. The scope of work will be to prepare the sub-base and pour a 100' x 100' concrete pad in compliance with the provided specification and drawing. Federal, State and local codes of all work proposed and performed must be strictly observed. The contractor is responsible for locating and coordinating with local utilities and the West Virginia Army National Guard Division of Engineering and Facilities for provisions necessary for the placement of the concrete pad. Utility work shall be at the contractor's expense. It is the contractor responsibility to ensure all needed permits are in place before construction. Disposal of material during construction is the responsibility of the contractor. OSHA regulations are observed as the standard and must be enforced by the contractor. Proposed

**Part 1 - General****1.1 RELATED DOCUMENTS:**

1. Drawings and general guidelines for the project.

**1.2 SUMMARY:**

- A. This section includes exterior cement concrete pavement for the following:

1. Tank turning pad.

**1.3 DEFINITIONS:**

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the blended hydraulic cement, expansive hydraulic cement, fly ash and other pozzolans, ground granulated blast-furnace slag, and silica fume.

**1.4 SUBMITTALS:**

- A. Product Data: For each type of manufactured material and product indicated.
- B. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials.
- C. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
  - 1. Cementitious materials and aggregates.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Fiber reinforcement.
  - 4. Admixtures.
  - 5. Curing Compounds.
  - 6. Applied finish materials.
  - 7. Bonding agent or adhesive.
  - 8. Joint fillers

#### 1.5 QUALITY ASSURANCE:

- A. Installer Qualifications: An experienced installer who has completed pavement work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
  - 1. Manufacturer must be certified according to the National Ready Mix

Concrete Association's Plant  
Certification Program.

- C. Testing Agency Qualifications: An independent testing agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 to conduct the testing indicated, as documented according to ASTM E 548.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant and each aggregate from one source.
- E. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by the requirements of the Contract Documents.
- F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixes.

1.6 ADDITIONAL NOTES:

- A. This project is to be prevailing wage.
- B. All earth work, concrete work, utility work, carpentry work, concrete work, and any other associated work is the responsibility of the contractor. That includes but not limited to, providing labor, supervision, material, and equipment to provide a "Complete Project".
- C. Contractor is responsible for making provisions for a Safe work zone for all

individuals working for him and all personal who are subjected to or near the work area.

- D. The West Virginia Army National Guard will provide one (1) corner for pad layout. From this the contractor will be responsible for locating additional corners for layout.
- E. Contractor or contractor representative must be present at pre-bid meeting in order to bid on this project. Contractor must bid on complete project.
- F. Excess soil, and other associated materials removed to reach base elevation is to be disposed of off site at contractor expense.

## Part 2 – Products

### 2.1 FORMS:

- A. Form Materials: Plywood, wood, metal-framed plywood, or other approved panel type materials to provide full depth, continuous, straight, smooth exposed surfaces.
- B. Form Release Agent: Commercially formulated form release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces,

## 2.2 STEEL REINFORCEMENT:

- A. Reinforcing steel shall be new billet steel Grade 60, as shown on the Drawings, meeting the requirements of ASTM A615. Welded wire fabric shall conform to ASTM A185.
- B. Reinforcing steel shall be accurately fabricated and shall be free from loose rust, scale, and contaminants, which reduce bond.
- C. Reinforcing steel shall be accurately positioned on supports, spacers, hangers, or other reinforcements and shall be secured in place with wire ties or suitable clips. Rebar chair supports may be either steel or plastic. Execution without rebar chairs will be unacceptable.

## 2.3 CONCRETE MATERIALS:

- A. General: Use the same brand and type of cementitious material from the same manufacturer throughout the project.
- B. Portland Cement: ASTM C 150, Type I or Type II.

## 2.4 CURING MATERIALS:

- A. Clear Waterborne Membrane-Forming Curing compound: ASTM C 309, Type 1, Class B.
- B. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

## 2.5 RELATED MATERIALS:

- A. Expansion and Isolated-joint filler strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

## 2.6 CONCRETE MIXES:

- A. Prepare design mixes, proportioned according to ACI 211.1 and ACI 301, for each type and strength of normal – weight concrete determined by either laboratory trial mixes or field experience.
- B. Use a qualified independent testing agency for preparing and reporting proposed mix designs for the trial batch method.
  - 1. Do not use Owner's field quality-control testing agency as the independent testing agency.
- C. **Proportion mixes to provide concrete with the following properties:**
  - 1. **Compressive Strength (28 Days):** 4500 psi (27.6 MPa).
  - 2. **Maximum Water – Cementitious Materials Ratio:** 0.45.
  - 3. **Slump Limit:** 4 inches (100mm).
- D. **Cementitious Materials:** Limit percentage, by weight, of cementitious materials other than Portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals.



- E. Add air-entrainment at manufacturer's prescribed rate to result in concrete at point of placement having an air content of 2.5 to 4.5 percent.
- F. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content as follows within a tolerance of plus or minus 1.5%.
  - 1. Air Content: 5.5 percent for 1-1/2 inch (38 mm) maximum aggregate.
  - 2. Air Content: 6.0 percent for 1 inch (25 mm) maximum aggregate.
  - 3. Air Content: 6.0 percent for 3/4 inch (19 mm) maximum aggregate.
- G. Coloring Agent: NOT USED.

## 2.7 CONCRETE MIXING:

- A. Ready Mixed Concrete: Comply with requirements and with ASTM C 94 and ASTM C 1116.
- B. When air temperature is between 85 degrees F (30 deg C) and 90 degrees F (32 deg C), reduce mixing and delivery time from 1.5 hours to 75 minutes. When air temperature is above 90 degrees F (32 deg C), reduce mixing and delivery time to 60 minutes.

## Part 3 – Execution

### 3.1 PREPARATION:

- A. Proof-roll prepared sub-base surface to check for unstable areas and verify any need for additional compaction. Proceed with pavement only after nonconforming conditions have been corrected and sub-grade is ready to receive pavement.
- B. Remove loose materials from compacted sub-base surface immediately before placing concrete.

### 3.2 EDGE FORMS AND SCREED CONSTRUCTION:

- A. Set, Brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place for a minimum of 24 hours after concrete placement.
- B. Clean forms after each use and coat with form release agent to ensure separation from concrete without damage.

### 3.3 STEEL REINFORCEMENT:

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating reinforcement and with recommendations in the CRSI's "Placing Reinforcing Bars" for placing and supporting reinforcement. **Rebar Chairs shall be used to support rebar and maintain rebar elevation. No other form of rebar support will be considered acceptable.**

- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

#### 3.4 JOINTS:

- A. General: Construct construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
  - 1. When joining existing pavement, place transverse joints at right angles to centerline, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour, unless pavement terminates at isolation joints.
  - 1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1.5 inches (38 mm) into concrete.
  - 2. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of

pavement strips, unless otherwise indicated.

3. Provide tie bars at sides of pavement strips where indicated.
4. Use epoxy bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
5. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basin, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joint at intervals of no more than 30 feet, or as indicated on drawings.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler less than ½ inch (12 mm) or more than 1 inch (25 mm) below finished surface if joint sealant is indicated.
4. Place top joint flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.

6. Protect top edge of joint filler during concrete placement with metal, plastic or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of the joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least  $\frac{1}{4}$  of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with groover tool to the following radius. Repeat grooving of construction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

1. Radius:  $\frac{1}{4}$  inch (6 mm).

E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to the following radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

1. Radius:  $\frac{1}{4}$  inch (6 mm).

### 3.5 CONCRETE PLACEMENT:

- A. Inspection: Before placing concrete, inspect and complete formwork installation, reinforcement steel, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from the sub-base surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten sub-base to provide a uniform dampened condition at the time concrete is placed. Do not place concrete around manholes or other structures until they are at the required finished elevation and alignment.
- D. Comply with requirements and with recommendations in ACI 304R for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery, at Project site, or during placement.
- F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- G. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures to consolidate concrete according to recommendations in ACI 309R.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.

- H. Place Concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
  - 1. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer, or use bonding agent if approved by project manager.
  
- I. Screed pavement surfaces with a straight edge and strike off. Commence initial floating using bull floats or darbies to form an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading dry-shake surface treatments.
  
- J. Curbs and Gutters: When automatic machine placement, submit revised mix design and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not approved, remove and replace with formed concrete.
  
- K. Slip-Form Pavers: When automatic machine placement is used for pavement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce pavement to required thickness, lines, grades, finish, and jointing as required for formed pavement.
  - 1. Compact sub-base and prepare sub-grade of sufficient width to prevent displacement of paver machine during operations.

- L. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28 day compressive strength.
- M. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When air temperature has fallen to or is expected to fall below 40 deg F (4.4 deg C), uniformly heat water and aggregated before mixing to obtain a concrete mixture of not less than 50 deg F (10 deg C) and not more than 80 deg F (27 deg C) at point of placement.
  2. Do not use frozen materials or materials containing ice or snow.
  3. Do not use calcium, chloride, salt, or other materials containing antifreeze agents or chemical accelerators, unless otherwise specified and approved mix designs.
- N. Hot-weather Placement: Place concrete according to recommendations in ACI 305R and as follows when hot conditions exist:
1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Chilled mixing water or chopped ice may be used to control temperature, provided water



equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.

2. Cover reinforcement steel with water soaked burlap so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-Spray forms, reinforcement steel, and sub-grade just before placing concrete. Keep sub-grade moisture uniform without standing water, soft spots, or dry spots.

### 3.6 CONCRETE FINISHING:

- A. General: Wetting of concrete surfaces during screeding, initial floating, or finishing operation is prohibited.
- B. Float finish: Begin the second floating operation when the bleed water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power driven floats, or by hand floating if area is small or inaccessible to power units, Finish surfaces to true planes. Cut down high spots, and fill low spots. Refloat surface immediately to uniform granular texture.
  1. Medium to Course textured Broom finish: Provide a coarse finish by striating float finished concrete surface 1/16 to 1/8 inch (1.6 to 3 mm)

deep with a stiff bristled broom:  
perpendicular.

### 3.7 CONCRETE PROTECTING AND CURING:

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold temperature and ACI 305R for hot weather protection during curing.
- B. Begin curing after finishing concrete, but not before the free water has been disappeared from concrete surface.
- C. Curing Methods: Cure concrete by moisture curing, moisture retaining cover curing, curing compound, or a combination of these as follows.
  - 1. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to the manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

### 3.8 PAVEMENT TOLERANCES:

- A. Comply with tolerances of ACI 117 and as follows
  - 1. Elevation:  $\frac{1}{4}$  inch (6mm)

2. Thickness: Thicknesses are shown as min. thickness required.
3. Surface: Gap below 10 foot (3 m) long, unlevelled straight edge not to exceed  $\frac{1}{4}$  inch (6mm)
4. Steel reinforcement (lateral) alignment and spacing of tie bars and dowels: 1 inch (25 mm).
5. Steel reinforcement (vertical) tie bars and dowels:  $\frac{1}{4}$  inch (6 mm).
6. Alignment of tie bars end relative to being perpendicular to pavement edge:  $\frac{1}{2}$  inch (13 mm).
7. Joint Spacing: 3 inches (75 mm)
8. Contraction Joint Depth: Plus  $\frac{1}{4}$  inches (6 mm), **no minus.**
9. Joint Width: Plus  $\frac{1}{8}$  inch (3 mm), **no minus.**

### 3.9 FIELD QUALITY CONTROL:

- A. Testing Agency: Engage a qualified independent testing and inspection agency to sample materials, perform test, and submit test reports during concrete placement according to requirements specified in this Article.
- B. Testing Services: Testing shall be performed according to the following requirements:
  1. Sampling Fresh Concrete: Representative samples of fresh concrete shall be obtained according

to ASTM C172, except modified for slump to comply with ASTM C 94.

2. Slump: ASTM C 143 one test at point of placement for each compressive strength test, but not less than two tests for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.
3. Air Content: ASTM C231, pressure method: one for each compressive strength test, but not less than two for each day's pour of each type of air entrained concrete.
4. Concrete Temperature: ASTM C 1064: one test hourly when air temperature is 40 deg F (4.4 deg C) and below and when 80 deg (27 deg C) and above, and one test for each set of compressive strength specimens.
5. Compression Test Specimens: ASTM C31/C 31 M: one set of four standard cylinders for each compressive strength test unless otherwise indicated. Cylinders shall be molded and stored for laboratory cured test specimens unless field cured test specimens are required.
6. Compressive Strength Tests: ASTM C39: one set for each day's pour of each concrete class exceeding 5 cu. yd. (38 cu. m). One specimen shall be tested at 7 days and two specimens at 28 days: one specimen shall be retained in reserve for later testing if required.

7. When frequency of testing will provide fewer than five compressive strength tests for a given class of concrete, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  8. When total quantity of a given class of concrete is less than 50 cu. yd. (38 cu. m), Division Of Engineering and Facilities may waive compressive strength testing if adequate evidence of satisfactory strength is provided.
  9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, current operations shall be evaluated and corrective procedures shall be provided for protecting the curing in-place concrete.
  10. Strength level of concrete will be considered satisfactory if averages of sets of three consecutive compressive-strength test results equal or exceed specified compressive strength and no individual compressive-strength test result falls below specified compressive strength by more than 500 psi (3.4 MPa).
- C. Test results shall be reported in writing to the West Virginia Army National Guard, Division of Engineering and Facilities, concrete manufacturer, and Contractor within 24 hours of testing. Reports of compressive-strength tests shall contain Project identification, date of concrete placement, name of concrete testing agency, concrete type and class, location of concrete batch in pavement, design compressive strength at 28 days, concrete mix proportions and materials, compressive

breaking strength, and type of break for both 7 – and 28 – day tests.

- D. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by West Virginia Army National Guard, Division of Engineering and Facilities, but will not be used as the sole basis for approval or rejection.
- E. Additional Tests: Testing agency shall make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met. Testing agency may conduct tests to determine adequacy of concrete by core cylinders complying with ASTM C 42, or by other methods as directed.

### 3.10 REPAIRS AND PROTECTION:

- A. Remove and replace concrete pavement that is broken, damaged, or defective, or does not meet requirements in this Section.
- B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.
- C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for completion inspection.

Bid Item 1: Base Bid

**Unit:** Total project cost

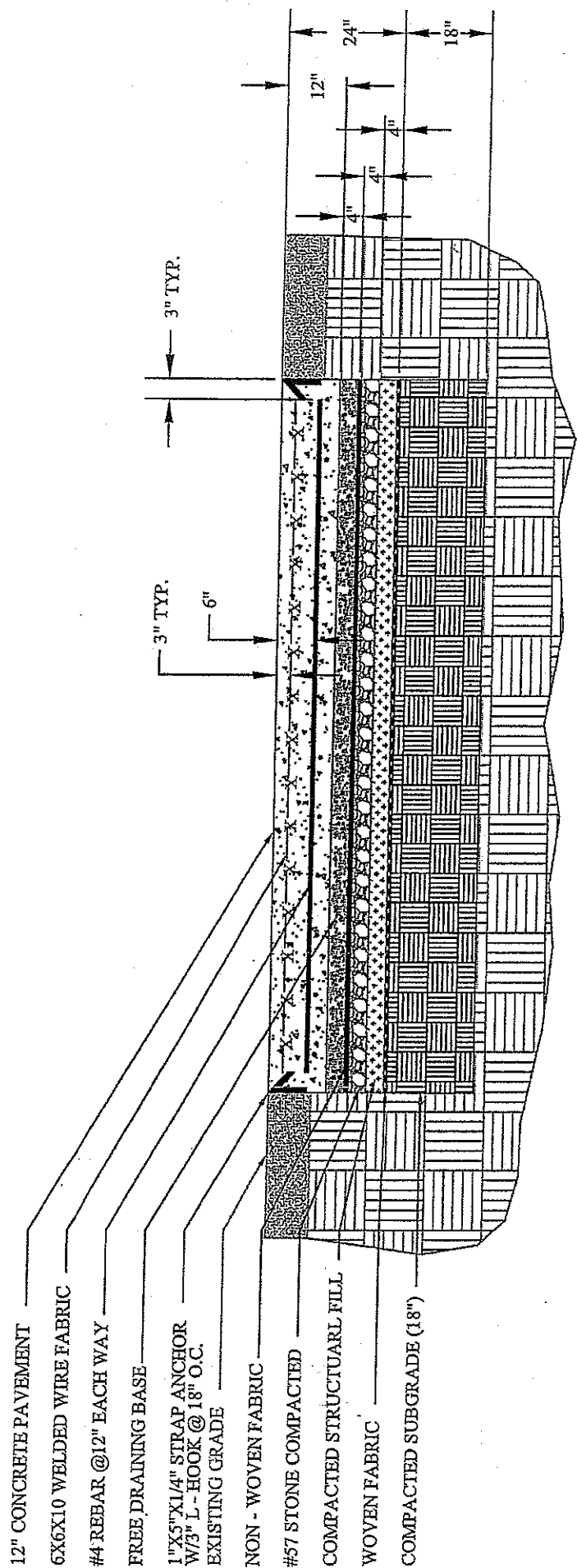
**Description:** All associated cost to complete project to include but not limited to positioning contractors equipment at project site and removal, all associated earth work, routing of electrical and communication services to site, achieving prescribed compaction, environmental controls, ensuring existing surface water drainage is preserved to include any needed modifications, placement of concrete and testing, all work needed to achieve intended project result, and all associated labor to perform complete project.

**Measurement:** Project will be a total unit

**Payment:** This item will be paid for at the contract lump sum price, based on acceptance of completion.

ADD the sum of One hundred twenty two thousand and  
(\$122,600.00). Six hundred 00

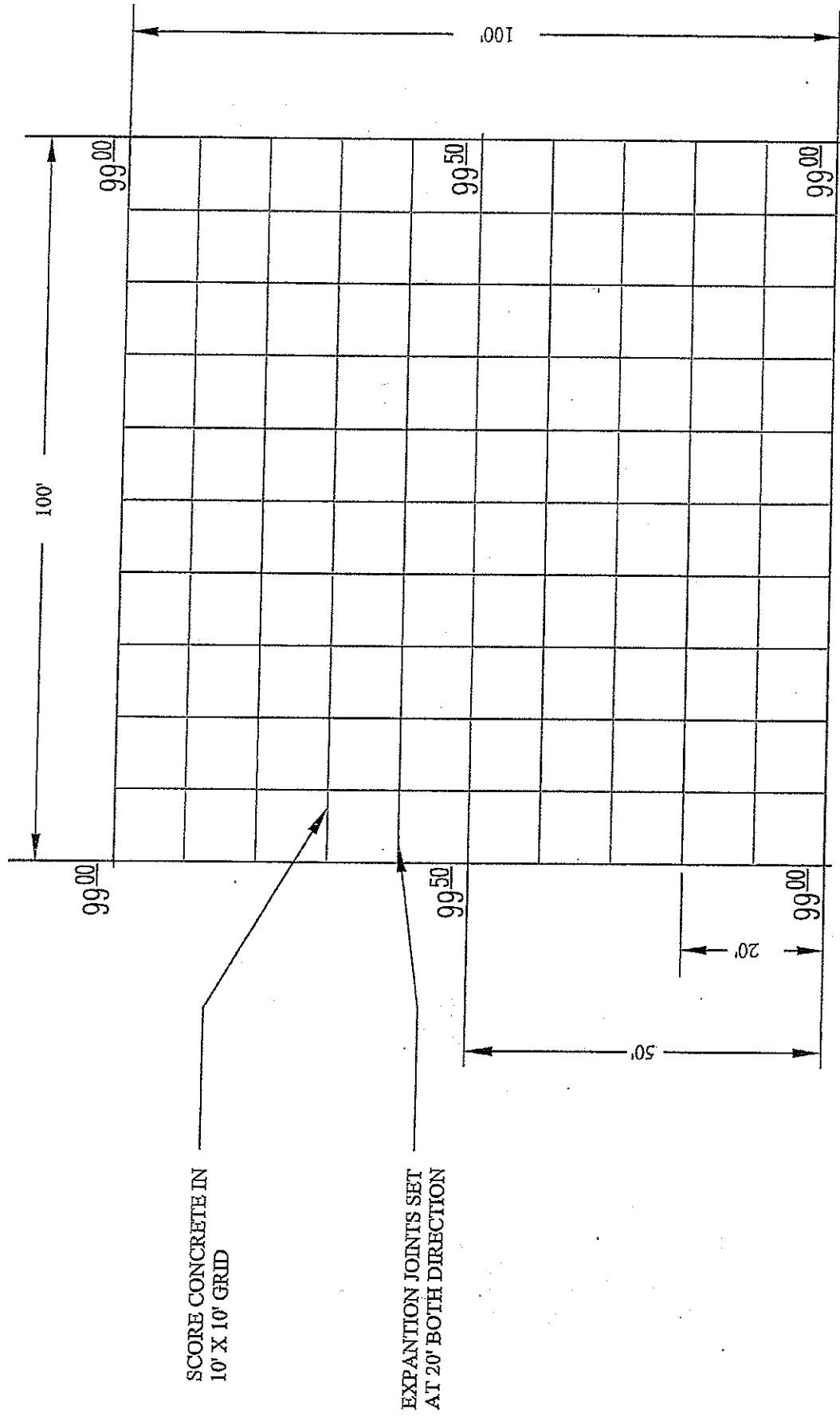
Points of Contact: Project Manager located at the Division of Engineering and Facilities shall be Jonathan L. Neal, 1707 Coonskin Drive, Charleston, WV 25311 - Phone: (304) 561-6550 - Site Visit / building access: SGT. Jim Whittington Phone: (304) 561-6880



NOTE: ALL CONCRETE SHALL BE 4,500 PSI AIR-ENTRAINED CONCRETE.

CONCRETE TURNING PAD DETAIL  
NOT TO SCALE





NOTE: ASSUME EXISTING GRADE ELEVATION TO BE 99.00 FT

CONCRETE TURNING PAD DETAIL (LAYOUT)  
NOT TO SCALE

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.

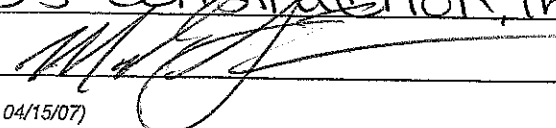
**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into 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: RBS Construction, Inc.

Authorized Signature:  Date: 10-04-07

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, RBS Construction, Inc.  
of Nitro, West Virginia, as Principal, and The Ohio Casualty Insurance  
Company of Fairfield, Ohio, a corporation organized and existing under the laws of the State of Ohio  
with its principal office in the City of Fairfield, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount of Bid ~~(\$5% of amount bid)~~ 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

Concrete Pad Construction, CHP Facility, Red House, 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 Obligee 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

4th day of October, 20 07.

Principal Corporate Seal

RBS Construction, Inc.  
(Name of Principal)

By [Signature]  
(Must be President or Vice President)

PRESIDENT  
(Title)

Surety Corporate Seal

The Ohio Casualty Insurance Company  
(Name of Surety)

[Signature]  
Clarence C. Massey 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.**

CERTIFIED COPY OF POWER OF ATTORNEY  
THE OHIO CASUALTY INSURANCE COMPANY  
WEST AMERICAN INSURANCE COMPANY

No. 39-970

**Know All Men by These Presents:** That THE OHIO CASUALTY INSURANCE COMPANY, an Ohio Corporation, and WEST AMERICAN INSURANCE COMPANY, an Indiana Corporation, pursuant to the authority granted by Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company do hereby nominate, constitute and appoint: **Clarence C. Massey or Thomas H. Bottoms, Jr. of Huntington, West Virginia** its true and lawful agent (s) and attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all BONDS, UNDERTAKINGS, and RECOGNIZANCES, not exceeding in any single instance **TEN MILLION (\$10,000,000.00) DOLLARS**, excluding, however, any bond(s) or undertaking(s) guaranteeing the payment of notes and interest thereon

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Companies at their administrative offices in Fairfield, Ohio, in their own proper persons.

The authority granted hereunder supersedes any previous authority heretofore granted the above named attorney(s)-in-fact.

In WITNESS WHEREOF, the undersigned officer of the said The Ohio Casualty Insurance Company and West American Insurance Company has hereunto subscribed his name and affixed the Corporate Seal of each Company this **27th** day of **April**, 2007.



*Sam Lawrence*

Sam Lawrence, Assistant Secretary

STATE OF OHIO,  
COUNTY OF BUTLER

On this **27th** day of **April**, 2007 before the subscriber, a Notary Public of the State of Ohio, in and for the County of Butler, duly commissioned and qualified, came **Sam Lawrence, Assistant Secretary of THE OHIO CASUALTY INSURANCE COMPANY and WEST AMERICAN INSURANCE COMPANY**, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn deposes and says that he is the officer of the Companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of Hamilton State of Ohio, the day and year first above written



*Cheryl S. Gregory*

Notary Public in and for County of Butler, State of Ohio  
My Commission expires August 6, 2007.

This power of attorney is granted under and by authority of Article III, Section 9 of the Code of Regulations and By-Laws of The Ohio Casualty Insurance Company and West American Insurance Company, extracts from which read:

Article III, Section 9. Appointment of Attorneys-in-Fact. The Chairman of the Board, the President, any Vice-President, the Secretary or any Assistant Secretary of the corporation shall be and is hereby vested with full power and authority to appoint attorneys-in-fact for the purpose of signing the name of the corporation as surety to, and to execute, attach the seal of the corporation to, acknowledge and deliver any and all bonds, recognizances, stipulations, undertakings or other instruments of suretyship and policies of insurance to be given in favor of any individual firm, corporation, partnership, limited liability company or other entity, or the official representative thereof, or to any county or state, or any official board or boards of any county or state, or the United States of America or any agency thereof, or to any other political subdivision thereof

This instrument is signed and sealed as authorized by the following resolution adopted by the Boards of Directors of the Companies on October 21, 2004:

**RESOLVED**, That the signature of any officer of the Company authorized under Article III, Section 9 of its Code of Regulations and By-laws and the Company seal may be affixed by facsimile to any power of attorney or copy thereof issued on behalf of the Company to make, execute, seal and deliver for and on its behalf as surety any and all bonds, undertakings or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment. Such signatures and seal are hereby adopted by the Company as original signatures and seal and shall, with respect to any bond, undertaking or other written obligations in the nature thereof to which it is attached, be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATE

I, the undersigned Assistant Secretary of The Ohio Casualty Insurance Company and West American Insurance Company do hereby certify that the foregoing power of attorney, the referenced By-Laws of the Companies and the above resolution of their Boards of Directors are true and correct copies and are in full force and effect on this date.

IN WITNESS WHEREOF, I have hereunto set my hand and the seals of the Companies this **4th** day of **October**, 2007



*Mark E. Schmidt*

Assistant Secretary