



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
85902048

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
MICHAEL AUSTIN 304-558-2402

RFQ COPY
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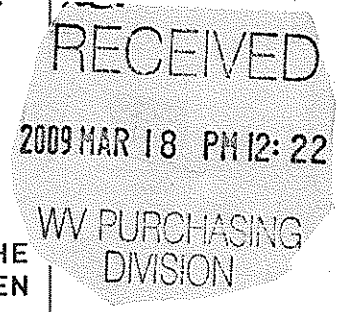
West Virginia Signal & Light, Inc.
 HC 62 Box 15
 Kenna, WV 25248

DIVISION OF HIGHWAYS
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/04/2009	NET 30	Best Way	Dest.	Included

BID OPENING DATE: 03/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1			968-81	L.S.	\$91,875. ⁰⁰
<p>FULL SPAN SIGN STRUCTURE UPRIGHT REPLACEMENT</p> <p>TO PROVIDE ALL LABOR, EQUIPMENT, AND MATERIAL NEEDED TO REPLACE ONE END FRAME UPRIGHT ON A FULL SPAN OVERHEAD SIGN IN JEFFERSON COUNTY PER THE ATTACHED SPECIFICATIONS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 126 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO 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</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vance Fitzsimmons</i>	TELEPHONE 304-372-9648	DATE 3/18/09
TITLE Sales Engineer	FEIN 550646159	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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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MICHAEL AUSTIN 304-558-2402

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West Virginia Signal & Light, Inc.
HC 62 Box 15
Kenna, WV 25248

DIVISION OF HIGHWAYS
 JOBSITE
 SEE SPECIFICATIONS

VENDOR

SHIP TO

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03/04/2009				

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<p>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 JEFFERSON 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> <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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vance Fitzsim</i>	TELEPHONE 304-372-9648	DATE 3/18/09
TITLE <i>Sales Engineer</i>	FEIN 550646159	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUR</p>						

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West Virginia Signal Light, Inc.
HC 62 Box 15
Kenna, WV 25248

DIVISION OF HIGHWAYS
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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.

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 AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALS

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SIGNATURE <i>Valerie J. [Signature]</i>	TELEPHONE 304-312-9648	DATE 3/18/09
TITLE <i>Sales Engineer</i>	FEIN 550646159	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p>						

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West Virginia Signal & Light, Inc.
HC 62 Box 15
Kenna, WV 25248

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NO. 4						
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS, BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Vance J. [Signature]</i>.....SIGNATURE <i>West Virginia Signal & Light, Inc.</i>.....COMPANY <i>3/18/09</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 <i>Vance J. [Signature]</i>	TELEPHONE 304-372-9648	DATE 3/18/09	
TITLE Sales Eng.	FEIN 550646159	ADDRESS CHANGES TO BE NOTED ABOVE	

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<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: ..West..Virginia..Signal..&..Light, Inc</p> <p>CONTRACTORS LICENSE NO.:WV000630.....</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 RULES 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>						

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SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-372-9648	3/18/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales Engineer	550646159	

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<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</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: -----</p> <p>REQ. NO.: -----</p> <p>BID OPENING DATE: -----</p> <p>BID OPENING TIME: -----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-372-9684</i></p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>Vance Fitzsimmons</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Vance Fitzsimmons</i>	TELEPHONE <i>304-372-9648</i>	DATE <i>3/18/09</i>
TITLE <i>Sales Engineer</i>	FEIN <i>550646159</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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***** THIS IS THE END OF RFQ 85902048 ***** TOTAL:						\$91,875. ⁰⁰

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SIGNATURE <i>Vance [Signature]</i>	TELEPHONE 304-372-9648	DATE 3/18/09
TITLE Sales Engineer	FEIN 550646159	ADDRESS CHANGES TO BE NOTED ABOVE

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US-340 FULL SPAN SIGN STRUCTURE UPRIGHT REPLACEMENT AND SIGN/LIGHTING RENOVATION

SCOPE OF CONTRACT

The purpose of this Contract shall be to replace one end frame upright on a full span overhead sign structure (per WVDOH Standard Detail TE5-1). This Contract shall also include replacing load and line side wiring associated with this structure, signs on the structure, signs brackets and light arms, lights, and installing a new remote ballast and distribution enclosure.

SPECIFICATIONS

Materials and fabrication shall conform to the West Virginia Division of Highways' Standard Specifications Roads and Bridges, adopted 2000 (Standard Specifications), the latest published addendum to the 2000 Specifications, the WVDOH Traffic Engineering Division Standard Details Book Volume II (Standard Details), and any other Standards or Specifications noted herein. The Contractor shall be responsible for following all applicable Standard Specifications and Details that apply to this work not specifically noted herein. The specifications of this Contract shall take precedence in cases of conflict with the Standard Specifications or Standard Details. All Traffic Control shall conform to the WVDOH publication Manual On Temporary Traffic Control For Streets And Highways, 2006 (Traffic Control Manual). All normal WVDOH materials acceptance procedures shall apply to this Contract.

CONTRACTOR PREQUALIFICATION

To be considered for award of this Contract, the Contractor must be listed on the WVDOH Prequalified Contractors Listing under Classification "M" (Signing).

WORK LOCATION

The structure to be repaired and renovated as part of this Contract is located on US-340 in Jefferson County at approximate MP 9.13, along a four lane divided section of roadway (see attached location map). The upright to be replaced is on the south end of the structure.

MATERIALS

The following items will be required to be supplied and installed by the Contractor:

- New structure upright. This shall include the upright and all related components such as u-bolts for connecting the truss. New nuts and flat washers shall also be supplied for the anchor bolts. The new upright and related components shall meet all current material specifications included in the Standard Specifications and Standard Details. Dimensionally, the upright shall be manufactured identically to the existing one. Original shop drawings for this structure are included as part of this Contract.
- New line side electrical wiring to be installed from the existing junction box to the new distribution enclosure.
- New load side wiring from the distribution enclosure to the new remote ballast enclosure and to the new structure sign lighters.

- New rigid conduit, flexible conduit, and condulets above the distribution enclosure.
- New power distribution enclosure to be mounted on the new upright.
- New remote ballast enclosure to be installed on the new upright.
- New sign zee bar supports. A schematic drawing of the structure is included as part of this Contract for determining in part the qty and length of the zee bars to be supplied. This shall include all necessary new hardware and pads for attaching the zee bars to the existing structure truss.
- New sign lighting support arms and channel bracing. Lengths and quantities of light arms and channels shall be determined based on Standard Detail TE6-3D. This shall include all hardware necessary for attaching the light arms to the zee bars, and for attaching the channel bracing to the light arms.
- New sign lighting luminaires (240V / 250W) and photo cell. Quantities of luminaires shall be determined based on Standard Detail TE6-3D. This shall include all necessary brackets, hardware, and pads for mounting the luminaires to the channel bracing.
- New overhead signs. A schematic drawing of the structure and sign fabrication details are included as part of this Contract. This shall include all hardware necessary for attaching the signs to the zee bar supports. Note, all post clips shall be provided with a stainless steel bolt conforming to Alloy 304, ASTM A193, Grade B8 or ASTM A194, Grade 8. Pot clip bolts shall conform to the dimensions shown on Standard Detail TE7-1. Hex lock nuts shall conform to stainless steel Alloy 303, ASTM A193, Grade B8F, or ASTM A194, Grade 8F. Post clip washers shall conform to stainless steel Alloy 302, ASTM A276. Washer dimensions are 3/4" diameter X 0.062" thick with a 0.406" diameter hole. Extruded panel stitch bolts shall be stainless steel and shall meet ASTM specification F593, Alloy Group 1, Condition CW. Washers shall be stainless steel and shall meet ASTM F594, Alloy Group 1, Condition CW. Lock nuts shall be nylon top insert type manufactured of the same stainless steel alloy group (as defined by ASTM F593) as the bolts and washers, and otherwise shall be manufactured fully in accordance with IFI-100/107. Stitch bolt nuts and washers shall have a specified minimum proof stress equal to or greater than the specified minimum full-size tensile strength of the bolts.

CONSTRUCTION

The Construction responsibilities of the Contractor shall be defined as follows:

1. The Contractor shall be required to temporarily remove the existing overhead truss and its' signs from the structure in order to replace the damaged upright. This will require disconnecting and pulling the load side wiring out of the upright to be replaced. If the flange connections in the truss are disassembled, the Contractor shall utilize new connection hardware when reassembling the truss.
2. The Contractor shall be responsible for removing the damaged upright. This shall require disconnecting the existing line side wiring from the distribution enclosure. These items, and all associated hardware, shall become the property of the Contractor, and shall be disposed of properly.
3. The Contractor shall be responsible for removing all existing signs, zee bars, and all hardware associated with these items from the structure. These items shall become the property of the Contractor, and shall be disposed of properly.
4. The Contractor shall be responsible for removing all light support arms, arm channel bracing, luminaires, rigid conduit, flexible conduit, condulets, photo cell, and all hardware associated with these items from the structure. All load side wiring shall also be removed. These items shall become the property of the Contractor, and shall be disposed of properly.
5. The Contractor shall be responsible for running new line side wiring from the existing structure junction box. The removed wiring shall become the property of the Contractor, and shall be disposed of properly.
6. The Contractor shall be responsible for installing the new structure upright. The upright shall be installed in accordance with all applicable specifications using new anchor bolt nuts and washers. Hydraulic bolt tightening equipment shall be used to properly tighten the new nuts. The existing anchor bolt nuts and washers shall become the property of the Contractor, and shall be disposed of properly.
7. The Contractor shall be responsible for installing new distribution and remote ballast enclosures on the new structure upright, and for connecting the new line side wiring to the distribution enclosure.
8. The Contractor shall be responsible for reinstalling the structure truss.
9. The Contractor shall be responsible for installing the new zee bar supports and signs on the structure. These items shall be placed in accordance with the included structure schematic and the Standard Details.
10. The Contractor shall be responsible for installing the new light support arms, support arm channel bracing, luminaires, rigid conduit, flexible conduit, condulets, and photo cell on the structure. These items shall be placed in accordance with the included structure schematic and the Standard Details.
11. The Contractor shall be responsible for running the new load side wiring from the distribution enclosure, through the remote ballast enclosure, and to the structure lights.
12. The Contractor shall be responsible for conducting the field tests and 24 hour continuous burn test as specified in the Standard Specifications. Final acceptance will not be made until after 30 days of satisfactory operation as specified in the Standard Specifications.

TEMPORARY STORAGE

Due to the time that may be required to complete this project, it may be required for the Contractor to temporarily store the structure truss, or new structural components to be supplied by the Contractor, between work days. It shall be the Contractor's responsibility to properly store the truss or other items in an acceptable shielded location or location outside of the clear zone of the roadway in order to eliminate any likelihood of these items being impacted by errant vehicles. Any components that are specified to become the property of the Contractor shall be removed from the worksite or stored temporarily in a similar location by the end of the work day.

BID ITEMS

Bid Items defined for this Contract are as follows:

- Item 1 – Mobilization – 1 LS – This Bid Item shall include the Contractors cost for mobilizing all necessary personnel, tools, and equipment to and from the work site.
- Item 2 – Overhead Structure Upright Replacement – 1 LS – This Bid Item shall include the Contractors costs for items 1, 2, 6, and 8 described above.
- Item 3 – Overhead Structure Signing – 1 LS - This Bid Item shall include the Contractors costs for items 3 and 9 described above.
- Item 4 - Overhead Structure Lighting – 1 LS - This Bid Item shall include the Contractors costs for items 4, 5, 7, 10, 11, and 12 described above.
- Item 5 – Traffic Control – 1 LS – This Bid Item shall include the Contractors cost for all traffic control necessary for completing this project.

All mobilization, labor, equipment, materials, and other miscellaneous costs incurred by the Contractor shall be included in the above Bid Items. No payment shall be made to the Contractor for any costs not included in the Contractor's bid prices for these items. The Contractor shall be responsible for determining the type and number of each traffic control setups required for this project, and including this into their bid price. The Contractor will not receive any additional payment for traffic control setups on this project other than those which are included in the Contractor's bid price for Bid Item 5.

TRAFFIC CONTROL NOTES

The Contractor may utilize single lane closures per Case E4 of the Traffic Control Manual as needed. At the time of removal and reinstallation of the overhead truss, no traffic shall be allowed to pass under the truss during these times. In this case, the Contractor shall utilize Case E11 of the Traffic Control Manual.

Case E11 may be used in conjunction with Case E4 if needed. In this case, the devices called for per Case E4 shall be placed initially, the "Road Work 1 Mile" sign called for under Case E11 will be omitted, and the remaining devices called for per Case E11 shall be placed beginning with the "Be Prepared To Stop" sign 350 ft. past the end of the lane closure taper.

During the removal and reinstallation of permanent hardware and brackets at the end connections, the Contractor may allow traffic to pass under the truss provided that the truss is adequately secured by the Contractor's lifting equipment and its' weight is resting on the structure uprights.

Unless otherwise permitted by the District Construction office, traffic control shall not be allowed to be in place on this project between 6AM-9AM and 3PM-6PM Monday through Friday. Other such restrictions on traffic control shall be at the discretion of the District Construction office.

INSPECTION AND COORDINATION

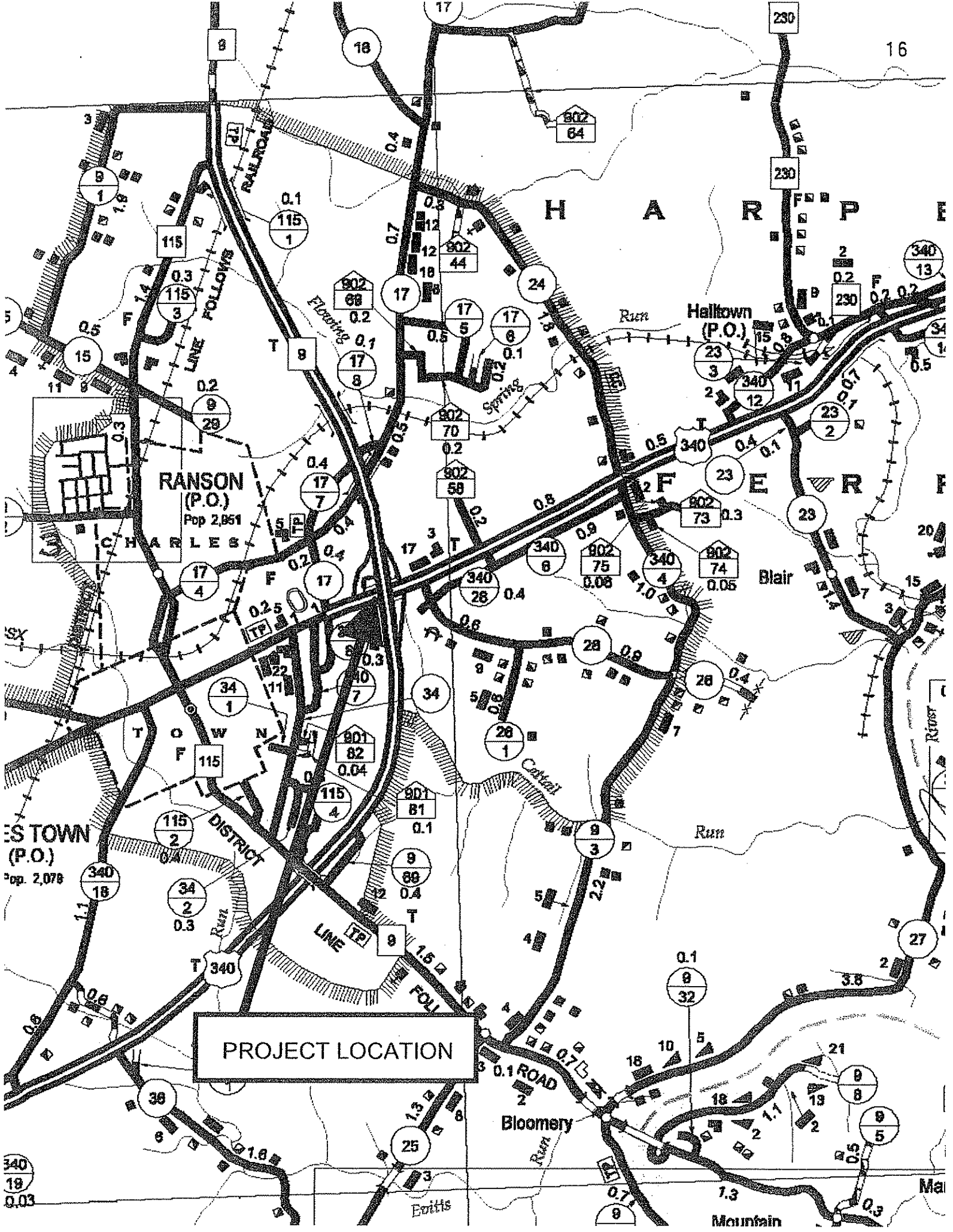
The Contractor shall coordinate all work with the District 5 Construction office (304-289-2251). The Contractor shall contact the District Construction office a minimum of seven Calendar Days prior to beginning work. The Contractor shall also be responsible for coordinating their work with any other ongoing Contracts in the area.

COMPLETION

All work associated with this project, exclusive of the 30 day lighting operational test, shall be completed within 18 weeks (126 Calendar Days) from the date of the issuance of this Purchase Order. Liquidated damages per Table 108.7.1 of the Standard Specifications will be assessed against final payment due the Contractor for each Calendar Day beyond the specified completion deadline date. Final payment shall not be made to the Contractor prior to the completion and acceptance of the 30 day lighting operational test, and completion of any punch list inspection items noted during final inspection.

BID SCHEDULE

Item #	Description	Qty.	Amount
1	Mobilization	1 LS	\$ 4,500. ⁰⁰
2	Overhead Structure Upright Replacement	1 LS	\$ 39,125. ⁰⁰
3	Overhead Structure Signing	1 LS	\$ 23,750. ⁰⁰
4	Overhead Structure Lighting	1 LS	\$ 20,000. ⁰⁰
5	Traffic Control	1 LS	\$ 4,500. ⁰⁰
	TOTAL		\$ 91,875. ⁰⁰



PROJECT LOCATION

RANSON
(P.O.)
Pop. 2,851

Harpers
(P.O.)

ESTOWN
(P.O.)
Pop. 2,078

Bloomery

Mountain

Evitts

Mal

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, West Virginia Signal & Light, Inc.
of P O Box 134, Kenna, WV 25248, as Principal, and Travelers Casualty and Surety
Company of America of One Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of (5%) Five percent of amount (\$id) 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 US340 Full Span Sign Structure Upright Replacement and Sign Lighting Replacement

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 18th day of March, 2009.

Principal Corporate Seal

West Virginia Signal & Light, Inc.
(Name of Principal)
By Charles L. McBurney
(Must be President or Vice President)
President
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)
Kimberly L. Miles
Attorney-in-Fact
Licensed WV Resident Agent

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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220306

Certificate No. 002552070

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andrew K. Teeter, Donna J. Price, Douglas P. Taylor, Kimberly L. Miles, C. Lee Jordan, Pamela V. Lanham, and Christopher A. Michel

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 6th day of August, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 6th day of August, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of March, 20 09.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kori M. Johanson

Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



State of West Virginia
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT
West Virginia Code §21-1D-5

STATE OF WEST VIRGINIA,

COUNTY OF Jackson, TO-WIT:

I, Vance Fitzsimmons, after being first duly sworn, depose and state as follows:

- 1. I am an employee of West Virginia Signal & Light, inc.; and,
(Company Name)
- 2. I do hereby attest that West Virginia Signal & Light, inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

West Virginia Signal & Light, inc.
(Company Name)

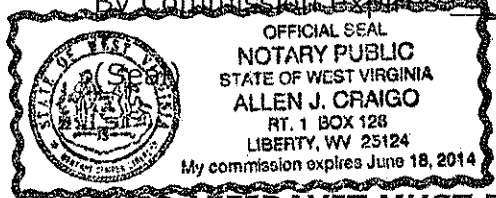
By: Vance Fitzsimmons

Title: Sales Engineer

Date: 3/18/09

Taken, subscribed and sworn to before me this 18th day of March, 2009

By Commission expires June 18, 2014



Allen J. Craig
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.


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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: West Virginia Signal Light, Inc.
Authorized Signature:  Date: 3/18/09