



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
GSD096418

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**KRISTA FERRELL
 304-558-2596**

VENDOR

*709020035 412-824-2900
**CONCRETE PRESERVATION SYSTEMS
 400 PENN CENTER BOULEVARD #306
 PITTSBURGH PA 15235**

SHIP TO

**DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 BUILDING 1
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305 304-558-3517**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/01/2008				

BID OPENING DATE: **10/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		360-20		
<p>INSTALLATION OF POLYMER FLOOR SEALER, BLDG#1</p> <p style="text-align: right;">2008 OCT 23 P 12:49 PURCHASING DIVISION STATE OF WV</p> <p style="text-align: center;">REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRIGNIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE INSTALLATION OF A POLYMER FLOOR SEALER IN THE BASEMENT OF BUILDING #1 (MAIN CAPITOL BUILDING) PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THURSDAY OCTOBER 9, 2008 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Erwin B. Wagnail</i>	TELEPHONE 412.824.2900	DATE 10/22/08
TITLE PRESIDENT	FEIN 41-2031530	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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PROCESSED

***709020035 412-824-2900
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<p>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 PURCHASING 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 PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 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 HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR KANAWHA 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Thomas B. Waymire</i>	TELEPHONE 412-824-2900	DATE 10/22/08
TITLE PRESIDENT	FEIN 41-2031530	ADDRESS CHANGES TO BE NOTED ABOVE

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<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, 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>						

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SIGNATURE <i>Kevin G. Wagnon</i>	TELEPHONE 412.824.2900	DATE 10/22/08
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<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 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</p>						

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SIGNATURE <i>Ernan B. Woymal</i>	TELEPHONE 412.824.2900	DATE 10/22/08
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<p>ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM 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</p>						

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<p>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 .. 10/10/08 ..</p> <p>NO. 2 ..</p> <p>NO. 3 ..</p> <p>NO. 4 ..</p> <p>NO. 5 ..</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE 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>						

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SIGNATURE <i>Erwin B. Wynn</i>	TELEPHONE 412-824-2900	DATE 10/22/08
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<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> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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>						

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<p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: GSD096418</p> <p>BID OPENING DATE: 10/23/2008</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>412.824.0628</i></p> <hr/> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>JOHN J. FRATTO</i></p> <hr/> <p>***** THIS IS THE END OF RFQ GSD096418 ***** TOTAL: <u>254,985.00</u></p> <p>Voluntary Alternate: <u>205,00.00</u></p>						

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SIGNATURE <i>Ernan G. Wynn</i>	TELEPHONE <i>412-824-2900</i>	DATE <i>10/22/08</i>
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REQUEST FOR QUOTATIONS #GSD096418
DEPARTMENT OF ADMINISTRATION
ENGINEERING SECTION
FLOOR SEALER BLDG 1 BASEMENT FLOOR

Location: WV State Capitol Complex
Building One - Basement
1900 Kanawha Boulevard East
Charleston, WV 25305

For: WV Department of Administration
General Services Division
1900 Kanawha Boulevard East
Building One, Room MB60
Charleston, WV 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer
Purchasing Division
P. O. Box 50130
Charleston, West Virginia 25305-0130
Phone: (304) 558-2596
Fax: (304) 558-4115
Krista.S.Ferrell@wv.gov

The Department of Administration, General Services Division (GSD) invites you to submit a quotation for all material, equipment and labor services to perform the installation of a polymer floor sealer to the Main Unit Basement Floor of Building 1 located at the Capitol Complex in Charleston, West Virginia. Specific areas are detailed in the attached "not to scale" drawing.

Site Visits:

Prospective bidders can schedule a visit to the jobsite to review the project areas by contact Bob Kilpatrick at (304)558-0250.

Any services contracted for prior to receipt of the signed purchase order and written notice-to-proceed letter shall be at the Bidder's risk.

Successful Bidder will be given thirty (30) calendar days from the written notice to proceed to complete the project.

The Bidder agrees that this Bid shall not be withdrawn for a period of ninety (90) consecutive calendar days following the date for receipt of bids.

GENERAL SPECIFICATIONS

1. All work will be performed in compliance with all applicable safety regulations. Subject to verification and inspection by GSD safety representatives.
2. Work schedules will be reviewed and approved by GSD. Contractor will be afforded access as required to complete work on schedule.
3. Scheduled work may not begin until successful vendor has received a signed purchase order and notice to proceed letter.
4. Any areas identified requiring asbestos abatement will be completed by GSD under a separate abatement/ re-insulation contract.
5. Two copies (one original and one copy) of invoice will be submitted for payment and shall be mailed to the following address:

General Services Division
1900 Kanawha Blvd. E.
Building 1, Room MB-60
Charleston, WV 25305
Attn: Business Manager

DETAILED SPECIFICATIONS

Provide all labor, materials, equipment, tools, supplies to prepare, repair and coat surfaces with polymer sealer. Area of coverage is approximately 9,550 square feet of surface. Square footage is provided for estimation purposes only. Contractor must field verify square footage provided herein.

Attached documentation includes the following:

1. Section 09671 – RESINOUS FLOORING
2. Drawing of layout of basement floor (not to scale)

ADDITIONAL INFORMATION:

1. Contract will be awarded to the qualified bidder with the lowest overall Total Bid for project. “Qualified bidder” is defined as one that has met all WV licensing or registration requirements to include WV Contractors License as applicable.
2. Successful vendor must be registered or be willing to become registered with The WV State Purchasing Division. This may require payment of an annual fee of \$125.00. For information on vendor registration contact WV Vendor Registration at (304) 558-2311.

3. Vendor must guarantee payment of applicable prevailing wage rates as directed by wage schedule for Kanawha County from the West Virginia Dept. of Labor.
4. Successful Vendor will be required to complete and return Purchasing Affidavit.
5. Successful bidder must be registered with WVFIMS by submission of W9 request for taxpayer identification. For information on W9 submission contact 558-4587.
5. All bidders must possess a valid State of West Virginia Contractor's License and that number must appear on the bid.

BID FORM

Contractor's bid to provide all labor, materials, equipment, tools and supplies to prepare, repair and coat surfaces with polymer sealer in the Main Unit of Building 1 of the Capitol Complex, as specified above:

TOTAL BID \$ _____

Contractor's bid to provide all labor, materials, equipment, tools and supplies to prepare, repair and coat surfaces with polymer sealer; unit price bid to cover any subsequent additions/subtractions (by change order) to the base project area as demonstrated in the drawing:

PER SQUARE FOOT BID \$ _____

Voluntary Alternate Bid \$ _____

Brian B. Waymire - PRESIDENT
Signature of Authorized Representative / Title

10/22/08
Date

BID FORM

Contractor's bid to provide all labor, materials, equipment, tools and supplies to prepare, repair and coat surfaces with polymer sealer in the Main Unit of Building 1 of the Capitol Complex, as specified above:

TOTAL BID \$ 254,985.00

Contractor's bid to provide all labor, materials, equipment, tools and supplies to prepare, repair and coat surfaces with polymer sealer; unit price bid to cover any subsequent additions/subtractions (by change order) to the base project area as demonstrated in the drawing:

PER SQUARE FOOT BID \$ 26.70

Voluntary Alternate Bid \$ 205,00.00

Brian B. Wynn - PRESIDENT
Signature of Authorized Representative / Title

10/22/08
Date

SECTION 09671 - RESINOUS FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.2 SUMMARY

- A. This Section includes resinous flooring systems with epoxy body coat(s).
 - 1. Application Method: Troweled or screeded with broadcast aggregates.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.
- B. Samples for Initial Selection: For each type of exposed finish required provide full range of manufacturer's standard colors for selection.
- C. Installer Certificates: Signed by manufacturer certifying that installers comply with specified requirements.
- D. Maintenance Data: For resinous flooring to include in maintenance manuals.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer (applicator) who is experienced in applying resinous flooring systems similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance, and who is acceptable to resinous flooring manufacturer. Successful bidder may be required to provide documentation of qualifications.
- B. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, through one source from a single manufacturer. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.
- C. Mockups: Apply mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Apply full-thickness mockups on 48-inch square floor area selected by Project Manager.

2. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.
- B. Store materials to prevent deterioration from moisture, heat, cold, direct sunlight, or other detrimental effects.

1.6 PROJECT CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
- B. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.

PART 2 - PRODUCTS

2.1 RESINOUS FLOORING

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
- B. Products: Subject to compliance with requirements, provide one of the following or equal:
 1. Stonhard, Inc. Stoneblend GSI;
 2. Enecon Corporation, ENCLAD FPS 2000
 3. Crossfield Products Corp., Dex-O-Tex;
 4. Dur-A-Flex Inc.;
 5. General Polymers Corporation, a division of the Sherwin-Williams Company
- C. System Characteristics:
 1. Color and Pattern: As selected by Architect from manufacturer's full range.
 2. Wearing Surface: Textured for slip resistance with manufacturer's standard orange-peel texture.
 3. Integral Cove Base: 4 inches high.
 4. Overall System Thickness: 3/16 inch.
- D. System Components: Manufacturer's standard components that are compatible with each other and as follows:
 1. Body Coat(s):

- a. Resin: Epoxy
 - b. Formulation Description: High solids .
 - c. Application Method: Troweled or screeded with broadcast aggregates.
 - 1) Thickness of Coats: Per manufacturer's recommendation for heavy duty finish with minimum 3/16".
 - 2) Number of Coats: Two.
 - d. Aggregates: Manufacturer's standard colored quartz (ceramic-coated silica) and/or Vinyl flakes (color selection by Owner).
2. Primer: Type recommended by manufacturer for substrate and body coat(s) indicated.
 3. Waterproofing Membrane or Base Coat: Type recommended by manufacturer for substrate and primer and body coat(s) indicated. Specification based on two or three component troweled mortar consisting of epoxy resin, curing agent and colored quartz silica aggregate.
 4. Reinforcing Membrane: If required provide flexible resin formulation that is recommended by manufacturer for substrate and primer and body coat(s) indicated and that prevents substrate cracks from reflecting through resinous flooring.
 - a. Formulation Description: High solids.
 - b. Provide fiberglass scrim embedded in reinforcing membrane.
 5. Grout Coats and /or Topcoats: Two component, Chemical and UV-resistant sealing or finish coat(s).
 - a. Resin: Epoxy.
 - b. Type: Clear.
 - c. Finish: Gloss.
- E. System Physical Properties: Provide resinous flooring system with the following minimum physical property requirements when tested according to test methods indicated:
1. Compressive Strength: 6000 psi at 7 days per ASTM C 579.
 2. Tensile Strength: 1500 psi per ASTM C 307.
 3. Flexural Strength: 2,200 psi per ASTM C 580.
 4. Flexural Modulus of Elasticity: 5×10^5 psi per ASTM C 580.
 5. Water Absorption: 0.2% per ASTM C 413.
 6. Coefficient of Thermal Expansion: 1.8×10^{-5} in/in °C per ASTM C 531.
 7. Impact Resistance: No chipping, cracking, or delamination and not more than 1/16-inch permanent indentation.
 8. Resistance to Elevated Temperature: 140° F for continuous exposure and 200° F for intermittent spills.
 9. Abrasion Resistance: 0.06 gm maximum weight loss per ASTM D 4060.
 10. Flammability: Self-extinguishing per ASTM D 635.
 11. Hardness: 85 - 90, Shore D per ASTM D 2240.

2.2 ACCESSORY MATERIALS

- A. Patching and Fill Material: Resinous product of or approved by resinous flooring manufacturer and recommended by manufacturer for application indicated.
- B. Joint Sealant: Type recommended or produced by resinous flooring manufacturer for type of service and joint condition indicated.
 - 1. Use sealants that have a VOC content of **250 g/L** or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.1 PREPARATION

- A. General: Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry, and neutral Ph substrate for resinous flooring application.
- B. Concrete Substrates: Prepare existing floors to sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
 - 1. Roughen concrete substrates as follows:
 - a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and recirculates the shot by vacuum pickup.
 - b. Comply with ASTM C 811 requirements, unless manufacturer's written instructions are more stringent.
 - 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written recommendations.
 - 3. Verify that concrete substrates are dry.
 - 4. Verify that concrete substrates have neutral Ph and that resinous flooring will adhere to them. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- C. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.
- D. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- E. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations.

3.2 APPLICATION

- A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
 - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
 - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
 - 3. At substrate expansion and isolation joints, provide joint in resinous flooring to comply with resinous flooring manufacturer's written recommendations.
 - a. Apply joint sealant to comply with manufacturer's written recommendations.
- B. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Apply waterproofing membrane, where indicated, in manufacturer's recommended thickness.
 - 1. Apply waterproofing membrane to integral cove base substrates.
- D. Apply reinforcing membrane to substrate cracks.
- E. Integral Cove Base: Apply cove base mix to wall surfaces before applying flooring. Apply according to manufacturer's written instructions and details including those for taping, mixing, priming, troweling, sanding, and topcoating of cove base. Round internal and external corners.
- F. Apply self-leveling slurry body coat(s) in thickness indicated for flooring system.
 - 1. Broadcast aggregates and, after resin is cured, remove excess aggregates to provide surface texture indicated.
- G. Apply troweled or screeded body coat(s) in thickness indicated for flooring system. Hand or power trowel and grout to fill voids. When cured, sand to remove trowel marks and roughness.
- H. Apply grout coat, of type recommended by resinous flooring manufacturer to fill voids in surface of final body coat and to produce wearing surface indicated.
- I. Apply topcoat(s) in number of coats indicated for flooring system and at spreading rates recommended in writing by manufacturer.

3.3 FIELD QUALITY CONTROL

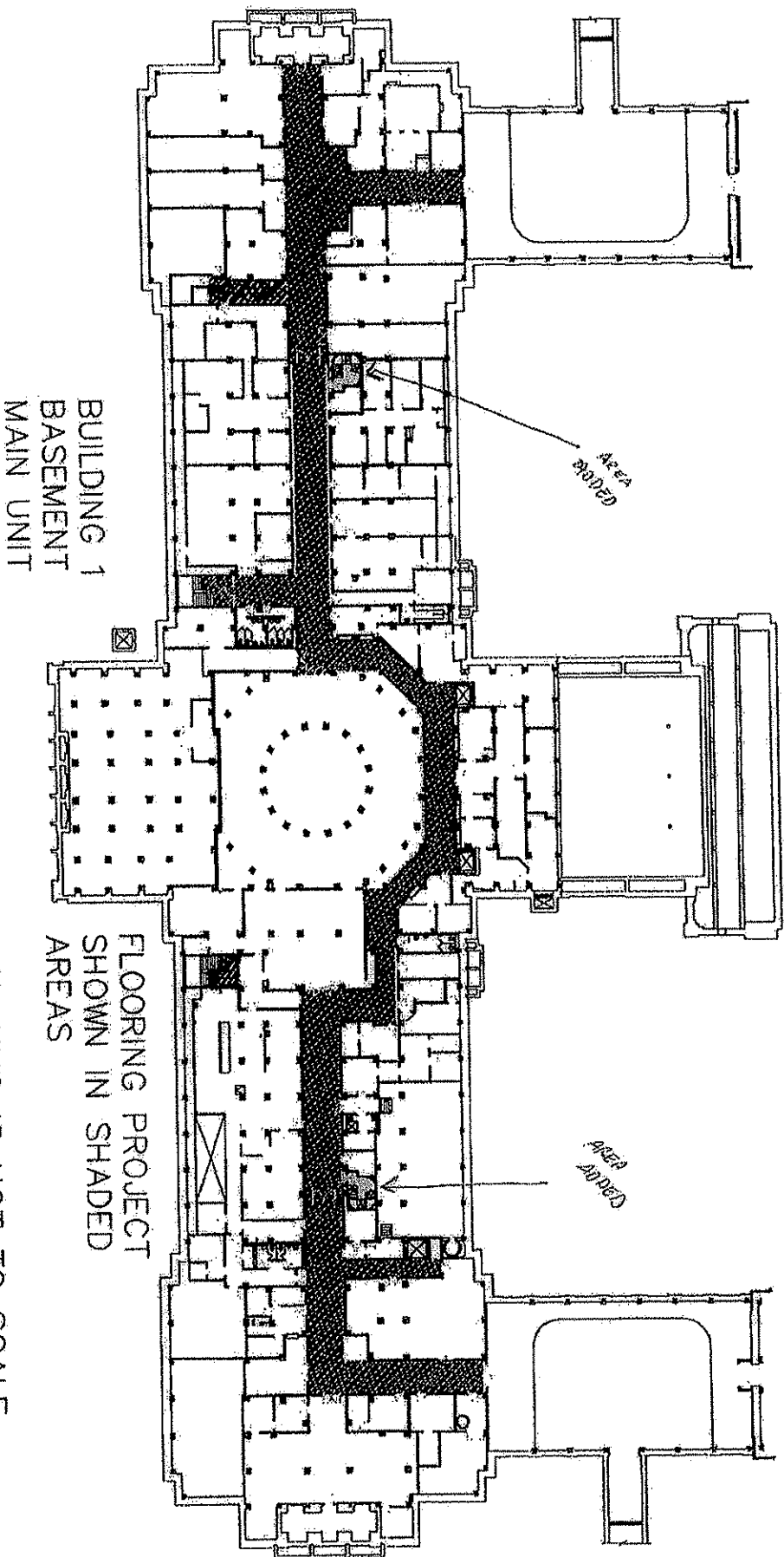
- A. Material Sampling: Owner may at any time and any number of times during resinous flooring application require material samples for testing for compliance with requirements.
 - 1. Owner will engage an independent testing agency to take samples of materials being used. Material samples will be taken, identified, sealed, and certified in presence of Contractor.
 - 2. Testing agency will test samples for compliance with requirements, using applicable referenced testing procedures or, if not referenced, using testing procedures listed in manufacturer's product data.

3. If test results show applied materials do not comply with specified requirements, pay for testing, remove noncomplying materials, prepare surfaces coated with unacceptable materials, and reapply flooring materials to comply with requirements.

3.4 CLEANING AND PROTECTING

- A. Protect resinous flooring from damage and wear until ready to open for normal traffic. Use protective methods and materials, including temporary covering, recommended in writing by resinous flooring manufacturer.

END OF SECTION 09671



BUILDING 1
BASEMENT
MAIN UNIT

FLOORING PROJECT
SHOWN IN SHADED
AREAS

*DRAWING IS NOT TO SCALE

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Concrete Preservation Systems, Inc.
of Pittsburgh PA, as Principal, and Developers Surety and Indemnity
Company of Sewickley PA, a corporation organized and existing under the laws of the State of IA
with its principal office in the City of Irvine CA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
#GSD096418 Floor Sealer Building 1, Basement Floor

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
23rd day of October, 2008

Principal Corporate Seal

Concrete Preservation Systems, Inc.
(Name of Principal)
By Brian B. Wynn
(Must be President or Vice President)
PRESIDENT
(Title)

Surety Corporate Seal

Developers Surety and Indemnity Company
(Name of Surety)
Josephine M. Strey
Attorney-in-Fact
Josephine M. Strey

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 FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300
www.fuscoDico.com

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby make, constitute and appoint:

Brian F. Jeffe, Michael J. Petrasek Sr., Josephine M. Streyle, Jay Black, Charmaine Perella, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as the corporation could do, but reserving to the corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the Attorney(s)-in-Fact named in the Powers of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

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

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its respective Executive Vice President and attested by its Secretary this 1st day of December, 2005.

By: [Signature]
David H. Rhodes, Executive Vice-President

By: [Signature]
Walter A. Crowell, Secretary



STATE OF CALIFORNIA]
COUNTY OF ORANGE]

On December 1, 2005 before me, Gina L. Garner, (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolution of the respective Boards of Directors of said corporation set forth in the Power of Attorney, is in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 23rd day of October, 2008.

By: [Signature]
Albert Hillebrand, Assistant Secretary

RFQ No. GSD096418

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:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: CONCRETE PRESERVATION SYSTEMS INC.
Authorized Signature: Brian B. Wraymilk Date: 10/22/08