



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  
 DEFK10006

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 240 ARMY ROAD  
 KINGWOOD, WV  
 26537 341-6368

DATE PRINTED 12/15/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 12/22/2009				

LINE	QUANTITY	UOP	CAT. No.	ITEM NUMBER	UNIT PRICE	AMOUNT
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ADDENDUM #02

THIS ADDENDUM IS ISSUED TO CLARIFY, MODIFY, AND ADD TO THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS PER THE ATTACHED DOCUMENTATION.

NO ADDITIONAL QUESTIONS WILL BE ACCEPTED DUE TO FUNDING TIME CONSTRAINTS.

RECEIVED  
 2009 DEC 22 AM 11:52  
 WV PURCHASING DIVISION

0001	1	LS		968-20	\$ 985,000. <sup>00</sup>	985,000. <sup>00</sup>
						BUILDING CONSTRUCTION

\*\*\*\*\* THIS IS THE END OF RFQ DEFK10006 \*\*\*\*\* TOTAL: 985,000.<sup>00</sup>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-296-7531 DATE: 12/22/09  
 TITLE: Sec/Treas/Exec AD: 55-0640963 ADDRESS CHANGES TO BE NOTED ABOVE

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

**ADDENDUM # 02**

The following are clarifications to Questions raised during the Bid period for Contract #DEFK10006 for the Phase 1 – Site Preparation for the Live Fire Exercise Shoot House project.

**Section 106050 Wire Mesh Partitions**

Is it the Architect intention to install these wire mesh partitions on the inside of the opening of the lower windows? If so, will the fans and window cranks have to be removed?

Or will the wire mesh partition be installed on the outside of the window opening leaving the window inoperable. The measurements differ inside from outside. Also, will new steel need to be installed to support the wire mesh partitions?

The wire mesh partitions should be installed on the exterior face of the building against the corrugated metal panel surface. The existing windows where mesh panels are required will become inoperable and should be closed. The Contractor shall provide a welded 2" x 2" tube steel frame with continuous steel angle stops around the inside perimeter of each frame with the mesh panels inserted inside the perimeter frame and welded to the perimeter stops.

The Contractor shall field verify existing openings and verify the jamb conditions around the openings to determine the attachment requirements for the frames to the framing and the exterior face of the building.

It is hard to receive a firm price from the Power Company without a work order from the Owner. Would it be possible for an allowance for the electrical service?

No,

There are several large structures that are within that 20 foot area. Are they to be included? Examples would be the silos and metal structures. I would assume that a structure at that size would be detailed on the drawings. To what extent shall the debris on the outside of the building be for demolition and clean-up? Note 5 Sheet A-101.

Debris clean-up and removal shall be limited to the inside of the building. Clean-up of the exterior around the building is not required. No work is required at the future parking area.

In order to allow for the pock marks, holes etc. to be repaired with non-shrink grout. The concrete will need to be pressured washed or cleaned with some type of cleaner. The fluids or materials that this building has been exposed to for many years will need to be stripped off the concrete pads. I did not see any specifications on how the Architect would approach this issue. Would the Architect be willing to spec out a procedure for treating the concrete before installation of the non-shrink grout? Note 3 Sheet A - 101 I do not believe that any of the suppliers for the 18 available products will warranty their product with the existing conditions of the concrete.

The Contractor shall be responsible for pressure washing/cleaning the existing concrete with a cleaning/degreasing agent similar to BASF Citrus Degreaser and Cleaner (equal product is acceptable-See attached cut sheet).

ADDENDUM

**Note 4 Sheet A-101 Fill in all holes with like material. What do you mean? Do you want all the formed holes upstairs that are in the concrete floor patched with concrete?**

**Like material means that if there are holes in the concrete then they shall be filled with concrete, or an acceptable cementitious material (ie. Epoxy grout), which will provide security, strength, and weather protection, similar to the existing material. Holes in the mezzanine floor do not need to be formed and filled with concrete at this time.**

**Will water proof lights and electrical boxes, etc. be required since the roof leaks so bad?**

**Waterproof lights and electrical boxes are not required.**

**Since the existing steel structure around the doors are rusted and have holes, will new steel be required for framing the new man doors and overhead doors?**

**According to the Pre-Bid meeting minutes there is an allowance of \$10,000 added for miscellaneous steel and sheet metal. If there is a need to replace existing framing at jambs of doors and windows then the allowance should cover this.**

**END OF ADDENDUM**

**ADDENDUM**



The Chemical Company

PRODUCT DATA



## CITRUS DEGREASER AND CLEANER

Nonpetroleum degreaser and cleaner

### Description

Citrus Degreaser and Cleaner is a nonpetroleum-based product used to remove grease and stains from concrete.

### Packaging

1 gallon (3.8 L) cans  
5 gallon (18.93 L) pails

### Color

Light amber

### Shelf Life

2 years when properly stored.

### Storage

Store in unopened containers in a clean, dry area. Protect from freezing.

### Features

- Conventional or automatic scrubber application
- Concentrated formula

### Benefits

Quick and easy to use

Dilute for many cleaning situations; economical to use

### Where to Use

#### APPLICATION

- To remove deposits of grease, oil, and other fluid spills from concrete surfaces
- To dissolve many resins, adhesives, rubber tire marks, and a variety of other tough compounds from floors and industrial equipment

### How to Apply

#### Surface Preparation

1. Sweep floor with an industrial stiff-bristled broom to remove surface dirt and other loosely adhering solid contaminants.
2. Mortar joints must be struck flush or tooled with a round jointer and be free of rough edges.

#### Application

##### INDUSTRIAL DEGREASING

1. Apply Citrus Degreaser full strength at approximately 200 ft<sup>2</sup>/gallon (4.9 m<sup>2</sup>/L). Allow 5 – 10 minutes for penetration. Scrub if necessary.
2. Rinse with clean water. All traces of grease and oil should be removed.
3. For unusually deep-seated grease and oil stains, a second application may be necessary.

#### GENERAL-PURPOSE CLEANING

1. Dilute with water up to a 50 to 1 solution.
2. Spray or mop on, and allow to penetrate for 3 – 5 minutes, then rinse with clean water.

#### Clean Up

Follow proper local, state, and federal regulations when disposing of Citrus Degreaser and the material removed from the floor.

### For Best Performance

- May be harmful to some plastics and painted surfaces; test surface in an inconspicuous area before using.
- Do not use on conductive floors.
- Make certain the most current versions of product data sheet and MSDS are being used; call Customer Service (1-800-433-9517) to verify the most current version.
- Proper application is the responsibility of the user. Field visits by BASF personnel are for the purpose of making technical recommendations only and not for supervising or providing quality control on the jobsite.

**Sonneborn**

SONNEBORN® PRODUCT DATA  
CITRUS DEGREASER AND CLEANER

## Technical Data

### Composition

Citrus Degreaser and Cleaner is a non petroleum-based product.

### Typical Properties

PROPERTY	VALUE
Color	Orange
Viscosity	Gardiner A-5
Weight per gallon, lbs	7.1
Nonvolatile content, %	8.0
Flash point, ° F (° C)	115 (46)
Freeze/Thaw	Passes
Odor	Light citrus

Test results are averages obtained under laboratory conditions.  
Reasonable variations can be expected.

## Health and Safety

### CITRUS DEGREASER AND CLEANER

#### Caution

Citrus Degreaser and Cleaner contains Nonoxonyl, glyco monomethyl 1 ether and D-Limonene.

#### Risks

Combustible liquid and vapor. May be absorbed through skin. Repeated or prolonged exposure increases the risk of absorption. May cause skin, eye and respiratory irritation. Ingestion may cause irritation. Reports associate repeated or prolonged occupational overexposure to solvents with permanent brain, nervous system, liver and kidney damage. **INTENTIONAL MISUSE BY DELIBERATELY INHALING THE CONTENTS MAY BE HARMFUL OR FATAL.**

### Precautions

KEEP OUT OF THE REACH OF CHILDREN. KEEP AWAY FROM HEAT, FLAME AND SOURCES OF IGNITION. Vapors are heavier than air. Keep container closed. Use only with adequate ventilation. Avoid contact with eyes, skin and clothing. Wash thoroughly after handling. Avoid breathing vapors. **DO NOT** take internally. Use impervious gloves, eye protection and if the TLV is exceeded or used in a poorly ventilated area, use NIOSH/MSHA approved respiratory protection in accordance with applicable federal, state and local regulations.

#### First Aid

In case of eye contact, flush thoroughly with water for at least 15 minutes. **SEEK IMMEDIATE MEDICAL ATTENTION.** In case of skin contact, wash affected areas with soap and water. If irritation persists, **SEEK MEDICAL ATTENTION.** Remove and wash contaminated clothing. If inhalation causes physical discomfort, remove to fresh air. If discomfort persists or any breathing difficulty occurs, or if swallowed, **SEEK IMMEDIATE MEDICAL ATTENTION.**  
Refer to Material Safety Data Sheet (MSDS) for further information.

### Proposition 65

This product does not knowingly contain materials listed by the state of California as known as to cause cancer, birth defects, or other reproductive harm.

#### VOC Content

3.53 lbs/gal or 423 g/L, less water and exempt solvents.

For medical emergencies only,  
call ChemTrec (1-800-424-9300).

BASF Construction Chemicals, LLC -  
Building Systems

889 Valley Park Drive  
Shakopee, MN, 55379

www.BuildingSystems.BASF.com

Customer Service 800-433-9517  
Technical Service 800-243-6739



**LIMITED WARRANTY NOTICE:** Every reasonable effort is made to supply BASF building materials both to the manufacturer of our products and to the intermediate which we lease concerning these products and their use. We warrant our products to be of good quality and will replace or, at our discretion, refund the purchase price of any products proved defective. Satisfactory results depend not only upon quality products, but also upon many factors beyond our control. Therefore, except for such replacement or refund, **BASF MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, RESPECTING ITS PRODUCTS, and BASF shall have no other liability with respect thereto.** Any claim regarding product defect must be received in writing within one (1) year from the date of shipment. No claim will be considered without such written notice at the specified time interval. User shall determine the suitability of the products for the intended use and assume all risks and liability in connection therewith. Any subsequent change in the product recommendations concerning the use of our products must bear the signature of the BASF Technical Manager.

This information and all further technical advice are based on BASF's present knowledge and experience. However, BASF assumes no liability for providing such information and advice, including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights. In particular, BASF disclaims all conditions and warranties, whether express or implied, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. **BASF SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY KIND.** BASF reserves the right to make any changes according to technological progress or better opportunities. It is the customer's responsibility and obligation to carefully inspect and use any bearing parts. Performance of the product is described herein should be verified by testing and checked not only by qualified experts, but by the sole responsibility of the customer to carry out and arrange for any such testing. Reference to trade names used by other companies is neither a recommendation, nor an endorsement of any product and does not imply that similar products could not be used.

Form No. 101795 2/97  
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 Department of Administration  
 Purchasing Division  
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 Charleston, WV 25305-0130

**request for  
 Quotation**

NO 7152 P 1/7

RFO NUMBER: DEFK10006

1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 240 ARMY ROAD  
 KINGWOOD, WV 26537 341-6368

DATE PRINTED: 12/08/2009	TERMS OF SALE:	SHIP VIA:	P.O.S.:	FREIGHT TERMS:
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BID OPENING DATE: 12/22/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #01		
				THIS ADDENDUM IS ISSUED TO PROVIDE THE MINUTES OF THE MEETING ESTABLISH A DEADLINE FOR QUESTIONS, AND PROVIDE THE PRE-BID SIGN-IN SHEET.		
				QUESTIONS SHALL BE EMAILED TO JOHN ABBOTT AT JOHN.H.ABBOTT@WV.GOV		
				QUESTION DUE DATE: 12/11/2009; 2:00 PM - QUESTIONS RECEIVED AFTER THIS DATE AND TIME WILL NOT BE ADDRESSED DUE TO FUNDING TIME CONSTRAINTS.		
0001	1	LS		968-20	\$ 985,000. <sup>00</sup>	985,000. <sup>00</sup>
				BUILDING CONSTRUCTION		
***** THIS IS THE END OF RFQ DEFK10006 ***** TOTAL:						985,000. <sup>00</sup>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *James* TELEPHONE: 304-296-7531 DATE: 12/22/09

TITLE: Secy Treas Exec VP PEN: 55-064-0963 ADDRESS CHANGES TO BE NOTED ABOVE

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

**C&FMO-WVARNG**

# Pre-Bid Meeting Minutes

Contract DEFK10006

Live Fire Shoot House, Phase 1 Site Prep, Camp Dawson, WV

The following constitutes Pre-bid Meeting Minutes for DEFK10006.

A pre-bid meeting was conducted at the site for the referenced project at 1330 hrs 1 DEC 2009. During the pre-bid meeting, LTC Suver welcomed those present for expressing interest in the subject project. Key Owner representatives were introduced and the following agenda items were covered:

**1. ADMINISTRATIVE:**

- a. All present contractors signed in.
- b. The project is a Federally funded, State administrated project.
- c. The user of the facility will be the West Virginia Army National Guard.
- d. The Administrator of the contract will be the Construction & Facilities Management Office, WVARNG.

**2. INTRODUCTION:**

- a. LTC Suver outlined key personnel associated with the project and address for the office. LTC Suver was introduced as the Administrative Contracting Officer, and Jeff Franklin as the Project Manager. Phone numbers and address were identified as follows:

- i. LTC Bill Suver Administrative Contracting Officer  
[bill.suver@wv.ngb.army.mil](mailto:bill.suver@wv.ngb.army.mil)  
1001 Army Road  
Camp Dawson  
Kingwood, WV 26537

(304) 791-4457

ii. Jeff Franklin, Project Manager

Email: [jeff.franklin@wv.ngb.army.mil](mailto:jeff.franklin@wv.ngb.army.mil)

1001 Army Road

Camp Dawson

Kingwood, WV 26537

791-4333 (o)

- b. John Abbott is the buyer for State Purchasing Division. All questions must be submitted in writing to Mr. Abbott, who will distribute for resolution. Direct discussion is not authorized with the Engineer, the Facilities Engineer, or the Project Manager. State Wage Rates applies for this project. Bid Opening is set for 22 DEC 2009.
3. The Designer of Record, Dale Adams Architect.
- i. Address:  
GRW Engineers, Inc.  
801 Corporate Drive  
Lexington, KY 40503  
Ph. 859-223-3999 Fax 859-223-9059  
email: [dadams@grwinc.com](mailto:dadams@grwinc.com)
4. LTC Suver discussed security, work hours, access to the site, and temporary facilities. The Contractor will have access to the site from 0700 to 1800 hrs, Monday to Friday. If work hours must be modified, these will be approved on a case-by-case via the Project Manager (CPT Franklin). The contractor is required to provide to the Superintendent, a listing of personnel, which will be gaining access to the site. Superintendence: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job. The contractor will provide a port-a-john for all personnel involved with Construction. A list of all workers will be required in order to gain access to Camp Dawson.
5. Liquidated Damages is \$500 per day and there is 120 days to complete the project after the NTP.
6. All construction activities will be in conjunction with OHSA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OHSA. All construction activities on site will be a hardhat area and marked as such. Cleanup is required daily by each perspective sub and General Contractor: No open dumps of construction materials and no burning on site.
7. LTC Suver discussed the submittal process and encouraged the contractors to stay with the manufacturers outlined in the specifications and any proposed substitution must be submitted prior to bidding.
8. The meeting was opened for Questions by the Contractors. See attached addendum items.



9. LTC Suver closed the meeting and thanked the Contractors for their interest in the project. LTC Suver outlined that the meeting notes will be published through state purchasing, along with clarifications to contract documents. Any questions will be addressed through an Addendum released after the question period has closed. It was also stressed that any further questions between now and bid award must be directed to John Abbott at State Purchasing.

Prepared by:

**BILL SUVER**  
Business Manager  
CFMO, WVARNG

**ATTACHMENTS:**

- 1: PRE-BID CONFERENCE SIGN IN SHEET  
ADDENDUM ITEMS

The following is the answers to the questions from the contractor.

1: Plans mention running copper communications to JB by the Using Unit Motor pool. Can you provide scale drawing to determine distance? (section 16710) Answer: This has been removed for this phase.

2: Specifications reference 16720 Intercommunication Equipment. Can you provide locations and elevations for this equipment to be mounted (ie Speaker heights). Answer: This has been removed for this phase.

3: To what height does electrical demolition of existing systems extend to? (section 16100) Answer: The height shall be to the mezzanine.

Other addendum items:

1: The contractor is to include in their bid an allowance of \$10,000 to supply and install miscellaneous Steel or sheet metal as approved by the owner.

2: All questions concerning the bid documents must be received by State Purchasing

# DEFK 10008 Shoot House Pre-Bid

Patrick Smith Master Service Mid Atlantic 304-636-8170  
 PO Box 2417 Fax 304-636-8206  
 Elkins WV 26241 pat.smith.msm@verizon

Colby Jennings Dan Hill Const. 304-632-1600  
 Guley Bridge, WV 25085 304-632-1501  
 PO Box 685 witt111@earthlink.net

JR Carney Oval Construction 304-347-8820  
 P.O. Box 401 Fax 304-347-8821  
 Charleston, WV jcarney@ovalconstruction.com  
 25322

Jic Linkinogor Wiseman Construction Co., Inc (P) 304-344-1200  
 1616 6th Ave (F) 304-344-1281  
 Charleston, WV 25312  
 jlinkinogor@wisemanconsti.com

JEFF FREEMAN Laurita Excavating Phone 304-296-7531  
 302 Deuts Run Rd Fax 304-292-4606  
 Morgantown, WV 26501 Email Jeff@Laurita.com

Roy Sova Veritas Contracting P. (304) 598-2255  
 P.O. Box 1395 Morgantown, WV F. (304) 598-2287  
 26507 Attn: Veritas Con. Corp.

Jamie Pretzel / <sup>JL</sup>Pretzel Contracting / 304-379-7789 / jpretzel@aol

City Construction Company Inc. <sup>PH 223-2576</sup> FAX 326-2069  
Bob Henderson EMAIL Npollock@wvdc.net  
RT2 BOX 285 CLACKSBURG WV 26301

ORANGE CONST. CORP - (304)291-6765 - (304)291-6975 (FAX)  
170 OLD CHEAT ROAD, MORGANTOWN, WV 26508  
ORANGECONST@AOL.COM

Harbel, Inc. / Jeremy Irons / Phone 301-729-8900 / Fax 301-729-0163  
jgirons@thebeltgroup.com

Langen GC Corp / Steve Langen 304-738-3300  
Fax 304-738-3384

BWA Heating & Cooling LLC 304-290-2895  
Robert Ayersman 304-454-9714  
FAX 304-454-9716

ERIC MILLER / MARCH WESTIN / <sup>PHONE</sup> 304.599.4000 / <sup>FAX</sup> 304.599.7509  
360 FRONTIER ST  
MORGANTOWN WV 26505 emiller@marchwestin.com

Dan Tier Const. <sup>phone</sup> 304-527-0407 <sup>FAX</sup> 304-527-4701

Robert Ayersman  
RAA Contracting 304-454-2460 Fax  
304-463-4702

MARK @ LBLI.COM

DAVE SWIGER

FR. EVEREST  
1841 Locust Ave Fairmont, W.V.  
304-363-9830  
dswiger@fk-everest.com

BILL HLADICK

AMEC Earth & Environmental  
850 Vandavia, Suite 230  
Collinsville, IL 62234  
William.Hladick@AMEC.com

STEVEN SOLLOWAY

WHITING-TORNER  
300 EAST JOPPA RD  
BALTIMORE, MD 21286  
STEVEN.SOLLOWAY@WHITING-TORNER.COM

DAN HUEBNER

Orange Const.

Chesnut Rd  
Morgantown WV

304-363-9830  
1375 W. 230th



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
DEFK10006

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

BUYER

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 240 ARMY ROAD  
 KINGWOOD, WV  
 26537  
 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2009				
BID OPENING DATE: 12/22/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20	\$985,000.00	\$985,000.00
				BUILDING CONSTRUCTION		
				MANDATORY PRE-BID		
				A MANDATORY PRE-BID WILL BE HELD ON DECEMBER 1, 2009; 1:30 PM AT CAMP DAWSON, 240 ARMORY RD., KINGWOOD, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.		
				AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.		
				ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE		

*RET 10,000.00*  
*In for misc*  
*everyone to do*  
*this*  
*JMD*

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
<i>[Signature]</i>		TELEPHONE		DATE			
TITLE		FEIN		ADDRESS CHANGES TO BE NOTED ABOVE			
Secy Treas/Exec VP		55-004-0963		304-296-7531		12/22/09	

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, the State may deem this contract null and void, and terminate such contract 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 workplace 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."

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**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 FOB 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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

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- 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
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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, the State may deem this contract null and void, and terminate such contract 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
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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  
**DEFK10006**

PAGE  
**2**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**240 ARMY ROAD**  
  
**KINGWOOD, WV**  
**26537**      **341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2009				

BID OPENING DATE: **12/22/2009**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>ATTENDANCE SHEET.</b></p> <p><b>EXHIBIT 5</b></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 XXXX 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 PRESTON 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE: **304-296-7531**      DATE: **12/22/09**

TITLE: **Sec Treas Exec**      FEIN: **55-064-0963**      ADDRESS CHANGES TO BE NOTED ABOVE

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



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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  
 DEFK10006

PAGE  
 3

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 240 ARMY ROAD  
 KINGWOOD, WV  
 26537 341-6368

DATE PRINTED 11/09/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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, 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>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-296-7531 DATE: 12/22/09  
 TITLE: Secy TRUST (EXC) FEIN: 55-004-0963 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

# Request for Quotation

RFO NUMBER  
**DEFK10006**

PAGE  
**4**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**240 ARMY ROAD**  
  
**KINGWOOD, WV**  
**26537**                      **341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2009				

BID OPENING DATE: **12/22/2009**                      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>304-296-7531</b>	DATE <b>12/22/09</b>
TITLE <b>Sec/Tras/VP</b>	FEN <b>55-004-0963</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration  
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**Request for  
 Quotation**

RFQ NUMBER  
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DATE PRINTED 11/09/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 12/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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 AL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-296-7531 DATE: 12/22/09  
 TITLE: Sr. ITCMS/Exec VP DEIN 55-004-0963 ADDRESS CHANGES TO BE NOTED ABOVE

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13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order
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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  
 DEFK10006

PAGE  
 6

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 240 ARMY ROAD  
 KINGWOOD, WV  
 26537 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2009				

BID OPENING DATE: 12/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 ... 12/8/09 ...</p> <p>NO. 2 ... 12/15/09 ...</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-296-7531	DATE 12/22/09
TITLE Secr / Treas / Exec VP	FEIN 55-064-0963	ADDRESS CHANGES TO BE NOTED ABOVE

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



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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  
 DEFK10006

PAGE  
 7

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 240 ARMY ROAD  
 KINGWOOD, WV  
 26537 341-6368

DATE PRINTED 11/09/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
----------------------------	---------------	----------	--------	---------------

BID OPENING DATE: 12/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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>..... SIGNATURE  <i>Laurita Excavating, Inc.</i>            ..... COMPANY            12/22/09 ..... 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> <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:            CONTRACTORS NAME: <i>Laurita Excavating, Inc.</i>            CONTRACTORS LICENSE NO.: <i>WV.001135</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304-296-7531 DATE 12/22/09  
 TITLE Sec/Treas/Exec VP FEIN 55-064-0963 ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER:  
**DEFK10006**

PAGE:  
**8**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

**DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 240 ARMY ROAD  
 KINGWOOD, WV  
 26537  
 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2009				

BID OPENING DATE: **12/22/2009**      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]*      TELEPHONE: **304-296-7531**      DATE: **12/22/09**

TITLE: **Secr/Treas Exec VP**      FEIN: **55-064-0963**      ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
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# Request for Quotation

RFQ NUMBER  
 DEFK10006

PAGE  
 9

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RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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 NATIONAL GUARD ARMORY  
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 KINGWOOD, WV  
 26537 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/09/2009				

BID OPENING DATE: 12/22/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: JOHN ABBOTT (32) REQ. NO.: DEFK10006 BID OPENING DATE: 12/22/2009 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-292-4106  PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Oth Meale						
***** THIS IS THE END OF RFQ DEFK10006 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-296-7531 DATE: 12/22/09  
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## Invitation to Bid

### PART 1 – GENERAL

#### 1.1 INVITATION TO BID

- A Notice is hereby given that Bids will be received for the Live Fire Exercise Shoot-house, Phase 1- Site Preparation project at the following address:

WV Purchasing Division  
State Capitol Building  
Charleston, West Virginia, 25305  
Phone Number: (304) 558-2311

- B Bids will be received at the West Virginia Purchasing Division office no later than *1:30 PM Eastern time on Tuesday, December 22, 2009.*
- C The work of the Contract shall be performed under a single Prime Contract
- D Bids shall be submitted on Proposal Forms provided in this Project Manual
- E *All work for the complete construction of the Project will be under one Prime Contract with*  
*WVANG / USPFO*  
50 Armory Road  
Buckhannon, WV 26201
- F *Bids shall be received in hard copy, delivered or mailed to the WV Purchasing Division office as indicated.*

*WV Purchasing Division*  
*2019 Washington Street, East*  
*Charleston, West Virginia, 25305*  
*Phone Number: (304) 558-2544*

- G Construction shall be in full accordance with the Contract Documents (Drawings and Specifications and Addenda thereto) which may be obtained for purchase from:

Charleston Blueprint  
1203 Virginia Street East  
Charleston, WV 25301  
Phone: (304)-343-1063  
Fax: (304)-343-1095  
[www.charlestonblueprint.net](http://www.charlestonblueprint.net)

A \$100 deposit is required and will be refunded if the documents are returned in good order



H Bid Documents may be examined by prospective Bidders at the following locations:

McGraw-Hill Dodge  
 St Albans, WV  
 Patricia Hensley  
 Phone: (304)-766-6880  
 Fax: (304)-766-6882  
 www.fwdodge.com/plans/planrooms

- I The Director of State Purchasing reserves the right to reject any or all bids and to waive any informalities in bidding.
- J The Contractor receiving the award shall furnish a surety bond or bonds as security for faithful performance of this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Purchasing Division.
- K Where trade names, brand names, or manufacturer's names are used in this Project Manual, it is for the purpose of establishing kind and quality, and not for the purposes of limiting competition. Bidders may offer items or materials equal in quality and having the same durability and efficiency to the specified item only when submitted with a completed "Request for Substitution" form. See the Instructions to Bidders.

Approved requests will be set forth in Addenda issued in accordance and in conformance with the original Bidding Documents.

L *A Pre-Bid conference is scheduled for:*

*Date: Tuesday, December 1, 2009*  
*Time: 1:30 PM Eastern*  
*Place: WVARNG Regional Training Institute*  
*Camp Dawson*  
*240 Army Road*  
*Kingwood, WV 26537*

Attendance at the Pre-Bid conference, as scheduled is mandatory for the Prime Contractor's bid to be considered responsive when Bids are reviewed by the WVARNG for awarding the Contract.

- M Questions during the Bid period should be prepared as a Word File (.doc) and submitted via email to John Abbott in the WV Purchasing Division ([john.h.abbott@wv.gov](mailto:john.h.abbott@wv.gov)) by the date given in the Request for Quotations. Response will be provided in the form of written addenda to the Drawings and Specifications which, if issued, will be distributed only to bidders attending the mandatory pre-bid conference. Failure of any bidder to receive such addendum(s) shall not relieve the bidder from any obligation under his bid, as submitted. All addenda so issued shall become part of the Contract Documents.

END OF INVITATION TO BID

## INFORMATION AND INSTRUCTIONS TO BIDDERS

### 1. Pre-Bid Conference

A pre-bid conference will be held at the time and date stipulated in the "Request for Quotations" at the site. Attendance at pre-bid conference is mandatory for prime bidders only. One copy of any addendum will be provided to those in attendance at the pre-bid only.

### 2. Receipt and Opening of Bids

Bids shall be properly executed and submitted according to instructions in the Request for Quotations.

### 3. Bidder's Representations

By submitting a Bid, The Bidder represents that:

1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the Bidding Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
2. The Bidder has visited the site and has become familiar with local conditions under which the Work is to be performed.
3. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
4. The Bidder and all workers, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the Bidding Documents.
5. The Bid is based solely upon the Bidding Documents, including properly issued written addenda, and not upon any other written authorization.
6. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the OWNER, or the OWNER'S employees or agents including Engineers, engineers or consultants, in assembling the Bid figure.

If any Bidder is in doubt as to the true meaning of any part of the Bidding Documents, the Bidder may submit to the Purchasing Division (Attention: John Abbott, email: [john.h.abbott@wv.gov](mailto:john.h.abbott@wv.gov)) a written request for an interpretation thereof. The Bidder will be responsible for its prompt and actual delivery. An interpretation of Bidder's Request will be made only by addenda.

#### 4 Preparation of Bid

Each bid should be submitted on the prescribed form and in accordance with the Purchasing Division requirements. All blank spaces for bid prices should be filled in, in ink or typewritten, in both words and figures.

#### 5 Method of Bidding

The OWNER invites the bids as stipulated in the bidding documents and as prescribed in the bid forms. No alternate proposals except those stated on the bid forms will be accepted. Conditional bids will not be accepted.

Bidders must comply with all bidding requirements and conditions set forth in the Project Manual and the Request for Quotations. In the case of any conflict, the Purchasing Division regulations as expressed in the Request for Quotations shall supersede the Project Manual. All bidders and bidder's subcontractors shall be licensed in compliance with WV State Code. All bidders shall include their Contractor's license number on the Bidding Document.

#### 6 Qualifications of Bidder

The OWNER may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the OWNER that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

#### 7 Bid Security

Each bid must be accompanied by certified check of the bidder or a bid bond prepared on an insurance company form duly executed by the bidder as principal and having as surety thereon a surety company approved by the OWNER in the amount of five percent (5%) of the bid. Unsuccessful bidders may request return of their bid bond after successful award of contract. Sample Bid Bond forms are included in Bidding Forms section.

#### 8. Liquidated Damages for Failure to Enter Into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required, shall forfeit to the OWNER, as liquidated damages for such failure or refusal, the security deposited with his bid.

#### 9. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

#### 10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be submitted as a Word File emailed to John Abbott in the WV Purchasing Division ([john.h.abbott@wv.gov](mailto:john.h.abbott@wv.gov)) per the language of and by the date shown in the Request for Quotations. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be distributed only to bidders attending the mandatory pre-bid meeting. One copy only will be distributed to each bidder. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

#### 11. Security and Faithful Performance

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the OWNER. (See state issued required Performance Bond-Labor and Material Payment Bond at conclusion of Information for Bidders.)

## 12 Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## 13. Laws

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Sales and Use Tax: This project is not exempt from state sales and use taxes.

## 14. Method of Award – Lowest Qualified Bidder

If at the time this contract is to be awarded, the lowest bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the OWNER as available to finance the Contract, the Contract will be awarded on the base bid and alternates as they may apply. If such bid exceeds such amount, the OWNER may reject all bids or may award the contract on the base bid combined with such deductible alternates included in the Contract Documents and listed on the Proposal Form, as produces a net amount which is within the available funds.

## 15. Substitutions

Requests for approval of substitutions must be received by the Purchasing Division, by the date specified in the Request for Quotations for the submission of technical questions. To ensure clarity of the requests, faxed requests should not be submitted; vendors should submit said requests in writing by mail, hand deliver or email [john.h.abbott@wv.gov](mailto:john.h.abbott@wv.gov)

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when submitted with a completed "Request for Substitution" form (Prior to Bid). Substitution requests must be accompanied by manufacturer's original product data information. Reproduced copies of manufacturer's product data will not be permitted and will be rejected. Burden of proof of merit of requested substitution is upon submitter; modifications of provisions of the Request for Substitution Form shall be stated on Contractor's letterhead and attached with request form and other attachments

Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All items allowed by Addenda are subject to full provisions of original Bidding Documents, including all modifications thereto and shall be warranted as substitutions conforming with the Bidding Documents.

#### 16. List of Proposed Subcontractor and Equipment/Material Suppliers

The successful vendor should submit a listing of all subcontractors and all major equipment/material suppliers, along with the contractor's license number for each subcontractor, to the Purchasing Division within ten (10) working days of the award of the Contract. This information is to be provided on the "List of Proposed Subcontractors, Equipment/Material Suppliers." Only one subcontractor or equipment/material supplier may be listed for each work area. The successful vendor should establish the reliability and responsibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work, and verify availability of proposed subcontractors. The successful vendor may be requested within thirty (30) calendar days after award of the contract to furnish to the Purchasing Division a more detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof. "

#### 17. Insurance Coverage

The Contractor shall present evidence to the OWNER of adequate coverage of Public Liability and Property Damage Insurance to protect the OWNER from any claim of damage which might arise from any accident or carelessness during the life of this contract.

#### 18. West Virginia Worker's Compensation

All employees engaged in the work of this contract shall be covered by State Compensation Insurance

#### 19. Wage Rates

All employees engaged in the work of this contract shall be paid at least the minimum wage scales from the various trade classifications as established by the State Commissioner of Labor for the West Virginia area and in accordance with State Statutes in the county where the work is being performed. All employees will be shown a copy of the wage scale for this particular area and a copy will be posted in a conspicuous place on the job.

Each Bidder shall be responsible for obtaining a current and correct schedule of the prevailing wage rates as determined by the WV Department of Labor for the resident county of the Project.

Bidders may obtain current wage rates at [www.wvsos.org/adlaw/wagerates/building08.htm](http://www.wvsos.org/adlaw/wagerates/building08.htm), or contact the office of the WV Secretary of State (304) 558-6000.

#### 20. Vendor's Number

Successful vendor must register and obtain a vendor number from the Purchasing Division prior to award of Contract. Application for such certificate and vendor's number may be obtained from the WV Purchasing Division, State Capitol Building, Charleston, West Virginia, 25305. Phone Number: (304) 558-2311

#### 21 Contractor's Personnel Requirements

The official title of person signing the bid should be shown.

If a firm is a partnership, the full partnership name should be shown, and the bid should be signed by a partner. If a firm is a single proprietorship, the full name should be shown and the bid should be signed by the sole OWNER. If the bid of a partnership or single proprietorship is signed by a person other than the partners and the OWNERS, there should be attached a written, duly acknowledged power of attorney clearly giving and showing that the signer has power sufficient to bind the partners and OWNERS of the firm to the bid.

If the firm is a corporation, and the person signing the bid is neither the president nor vice president of the corporation, there should be attached a written, duly acknowledged power of attorney or corporate resolution giving and showing that the signer has sufficient power to bind the corporation to the bid.

Sufficient evidence that the person signing the bid has the power to bind the offering company must be received by the Purchasing Division prior to the issuance of a contract.

END OF DOCUMENT

*Attachment: Request for Substitution (Prior to Bid)*

REQUEST FOR SUBSTITUTION (PRIOR TO BID)

*This form must be submitted by a prime Bidder. Submissions by sub-bidders, suppliers or product representatives will not be accepted*

*Instructions:*

1. *Include product description, manufacturer's specifications, drawings, photographs, performance and test data adequate for evaluation of the request.*
2. *Include description of changes, if any, to Contract Documents required for the proper installation of proposed substitution.*
3. *When more than one model or system is shown on data submitted, identify specific product, including model or system and all applicable accessories to be proposed as a substitute.*
4. *Company with requirements of Document 00 10 00 – Instructions to Bidders.*

To: Attn: John H Abbott  
WV Purchasing Division  
State Capitol Building  
Charleston, WV 25305

Date: \_\_\_\_\_

Section: \_\_\_\_\_

Article: \_\_\_\_\_

Specified Product/Manufacturer: \_\_\_\_\_

Proposed Substitute: \_\_\_\_\_

The undersigned certifies that the following statements, unless modified on attachments, are correct:

- 1 The function, appearance, quality and warranty of the proposed substitution are equivalent or superior to the specified product or system.
- 2 The proposed substitution does not affect dimensions shown on Drawings
- 3 The proposed substitution shall not change the building design, engineering design or detailing.
- 4 The proposed substitution shall have no adverse effect on other trades, the construction schedule or specified warranty requirements.
- 5 Maintenance and service parts shall be locally available for the proposed substitution.

Submitted by: \_\_\_\_\_

Engineer/Engineer's Review Committee: \_\_\_\_\_

Signature/Title: \_\_\_\_\_

\_\_\_\_\_ Accepted  Accepted as Noted

Prime Bidder: \_\_\_\_\_

\_\_\_\_\_ Not Accepted  Received too Late

Address: \_\_\_\_\_

\_\_\_\_\_ Not a Substitutable Item

\_\_\_\_\_

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



## Proposal Form

Live Fire Exercise Shoothouse  
Phase I - Site Preparation  
West Virginia Army National Guard, Volkstone Training Site  
Camp Dawson, Kingwood, West Virginia

Submitted by Bidder: Laurita Excavating, Inc.

To The Owner: West Virginia Armory Board  
Charleston, WV

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to Perform all Work in accordance with the Bidding Documents prepared by GRW, Inc, dated 20 October 2009, for the stipulated sum as follows:

**BASE BID:** All work including allowances

NINE HUNDRED AND EIGHTY FIVE THOUSAND DOLLARS  
AND ZERO CENTS                      \$ 985,000.00

The Owner reserves the right to award the Bid as they determine may be in their best interest. Accurately, clearly and completely fill in all items or bid may be disqualified

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The undersigned agrees that the right is reserved by the Owner to reject any or all bids and to waive any informalities in bidding. It is agreed that this bid may not be withdrawn for at least ninety (90) days after the scheduled closing time for receipt of bids.

**TIME IS OF THE ESSENCE IN COMPLETION OF THIS WORK**

If awarded the contract, I (we) will commence work within Five (5) calendar days after receipt or written Notice to proceed, and will substantially complete the work, ready for occupancy, no later than 120 calendar days from Notice To Proceed, subject to allowances made for delays in accordance with the Provisions of the Contract Documents, documented and verified

For each day of delay in substantial completion of the work, the Contractor shall be liable for and pay to Owner, \$500.00 per Calendar Day thereafter as liquidated damages and the sum is not to be construed, in any sense, as a penalty

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the Base Bid.) The successful bidder, upon his failure or refusal to execute and deliver all contract documents required, including bonds and insurance, within five (5) days after he has received notice of acceptance of his bid shall forfeit to Owner, as liquidated damages for such failure or refusal, bid security deposit with his bid. The undersigned has carefully examined the site, all conditions, all documents and has made due allowances for any contingencies. If award is made to us under

this proposal, we will enter into a contract with the Owner to furnish all labor, materials, and equipment necessary to construct the project in strict accordance with the Drawings and Specifications.

**ADDENDA ACKNOWLEDGEMENT**

The undersigned hereby acknowledges receipt of the following Addenda and has taken information contained therein into full consideration in the formulation of this Bid. Fill in date of Addenda.

Addenda No 1 12/8/09 No 2 12/19/09 No 3 \_\_\_\_\_ No 4 \_\_\_\_\_  
Signature: [Signature] Date: 12/22/09

Failure to acknowledge receipt of each Addendum may cause for rejection of Bid

**RESPECTFULLY SUBMITTED:**

Signature [Signature] Date: 12/22/09  
(Signature in Ink)

Name Toni D. Dering  
(Please Type or Print)

Title Secr Treas / Exec VP

Corporate Seal if Applicable

Firm Name Laurita Excavating, Inc Telephone No 304.296.7531

Firm Address 302 Dents Run Rd Fax Number 304.292.4606

Morgantown, WV 26501 WV Contractor's No 001135

WV Registration No \_\_\_\_\_

**SUBMIT PROPOSAL FORM IN DUPLICATE**

END OF PROPOSAL FORM

PROPOSED SUBCONTRACTORS

Each bidder shall enter, in the spaces provided, the names of major subcontractors he proposes to employ and the classification or type of work that they will perform Upon award of contract, the named subcontractors shall be employed to perform the work, unless changes are specifically authorized by the Contracting Officer

A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately three (3) per cent or more of the total contract amount

Failure to furnish all information requested in this Questionnaire may be cause for rejection of the Bid.

LIST OF SUBCONTRACTORS

<u>SUBCONTRACTOR'S/ADDRESS</u>	<u>WORK DESCRIPTION/TOTAL VALUE</u>
GENRICK ELECTRIC Co LLC 1510 MORGANTOWN INDUSTRIAL PARK / MORGANTOWN WV 26501	ALL ELECTRICAL / \$155,000.00
CAPITAL DOORS, INC. 135 ROUGH CIRCLE / SPIRHOOT WV 26554	INSTALLING GARAGE DOORS / \$22,310.00
<hr/>	<hr/>
<hr/>	<hr/>
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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: Laurita Excavating, Inc.  
Authorized Signature: [Signature] Date: 12/22/09



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

STATE OF West Virginia  
COUNTY OF Monongalia, TO-WIT:

I, Toni D. Dering, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Laurita Excavating, Inc.; and,  
(Company Name)
- 2. I do hereby attest that Laurita Excavating, 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.

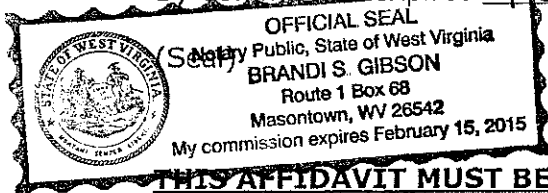
The above statements are sworn to under the penalty of perjury.

Laurita Excavating, Inc.  
(Company Name)

By: [Signature]  
Title: Secr / Treas / Exec VP  
Date: 12/22/09

Taken, subscribed and sworn to before me this 22 day of December, 2009

By Commission expires February 15, 2015



Brandi S. Gibson  
(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.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED CONTRACTOR'S NAME AND ADDRESS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER B: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER C: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: INSURER'S NAME		INSURER B: INSURER'S NAME		INSURER C: INSURER'S NAME		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
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INSURER C: INSURER'S NAME													
INSURER D:													
INSURER E:													

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL, AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$1,000,000  BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$  PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$  OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000  \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Employers liability includes coverage for W. Va. Code §23-4-2 (Mandolidis) Owner, Architect and Architect's Consultants are to be named as additional insureds. (Insert project's name and address)

<b>CERTIFICATE HOLDER</b> STATE AGENCY'S NAME AND ADDRESS	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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<b>ACORD, CERTIFICATE OF PROPERTY INSURANCE</b>		DATE
PRODUCER  INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  CONTRACTOR'S NAME AND ADDRESS	<b>COMPANIES AFFORDING COVERAGE</b>	
	COMPANY A	INSURER'S NAME
	COMPANY B	
	COMPANY C	
	COMPANY D	

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP \$ \$ \$ \$ \$ \$ \$	
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY Inst/Builder's Risk CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER CRIME TYPE OF POLICY	(if applicable)			<input checked="" type="checkbox"/> BUILDING <input checked="" type="checkbox"/> TRANSIT <input checked="" type="checkbox"/> OFF-SITE STORAGE	CONTRACT AMT \$ 20% \$ 20% \$ \$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY OTHER					\$ \$ \$ \$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

PROJECT NAME AND ADDRESS

SPECIAL CONDITIONS/OTHER COVERAGES

Owner is to be named as additional insured.

<b>CERTIFICATE HOLDER</b>  STATE AGENCY'S NAME AND ADDRESS	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

**DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon



BID BOND PREPARATION INSTRUCTIONS

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

**Bid Bond**

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- Request for Quotation Number (upper right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E), as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G), \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) 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 \_\_\_\_\_ (M)

**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 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 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 hereto and these presents to be signed by their proper officers, this \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Corporate Seal

(R)

\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_ (S)  
(Must be President or Vice President)  
\_\_\_\_\_  
(T)  
Title

(U)  
Surety Corporate Seal

\_\_\_\_\_  
(V)  
(Name of Surety)

\_\_\_\_\_  
(W)  
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) 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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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  
\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
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**

# LABOR AND MATERIAL PAYMENT BOND

29

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and \_\_\_\_\_  
(Surety name and complete address including ZIP Code)

\_\_\_\_\_ a corporation organized and existing under  
the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_

as Surety, hereinafter called Surety, are held firmly bound unto \_\_\_\_\_  
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of  
\_\_\_\_\_ Dollars ( \_\_\_\_\_ ),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these presents

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_  
\_\_\_\_\_ entered into a contract with Owner for

\_\_\_\_\_ In accordance with drawings and specifications prepared by \_\_\_\_\_

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT  
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off,  
satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the  
CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner  
and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens  
which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it  
shall remain in full force and effect

Signed and sealed this \* \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Principal Raised Corporate Seal (MUST BE AFFIXED) \_\_\_\_\_ (Seal)  
(Contractor Name)

BY: \_\_\_\_\_ (Seal)  
(Must be President, Vice President, Owner, Partner, Manager or Member)

Surety Raised Corporate Seal (MUST BE AFFIXED) \_\_\_\_\_ (Title)  
\_\_\_\_\_ (Surety)

BY: \_\_\_\_\_ (Seal)

NOTE: Raised Corporate Seals are mandatory  
Please attach Power of Attorney

NOTE: Applicable sections of attached acknowledgments  
must be completed and returned as part of the bond

\*Power of Attorney must be certified on this date or later

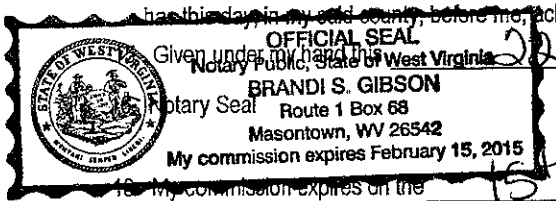
# ACKNOWLEDGMENTS

### Acknowledgment by Principal if individual or Partnership

1 STATE OF \_\_\_\_\_  
2 County of \_\_\_\_\_ to-wit:  
3 I, \_\_\_\_\_, a Notary Public in and for the  
4 county and state aforesaid, do hereby certify that \_\_\_\_\_  
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county  
5 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
6 Notary Seal 7: \_\_\_\_\_  
(Notary Public)  
8 My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

### Acknowledgment by Principal if Corporation

9 STATE OF West Virginia  
10 County of Monongalia to-wit:  
11 I, Brandi S. Gibson, a Notary Public in and for the  
12 county and state aforesaid, do hereby certify that Toni D. Dering  
13 who as, Secy Treas/Exec VP signed the foregoing writing for  
14 Laurita Excavating, Inc. a corporation,



has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation  
Given under my hand this \_\_\_\_\_ day of December 20 09  
17: Brandi S. Gibson  
(Notary Public)  
18 My commission expires on the 15th day of February 20 15

### Acknowledgment by Surety

19 STATE OF \_\_\_\_\_  
20 County of \_\_\_\_\_ to-wit:  
21 I, \_\_\_\_\_, a Notary Public in and for the  
22 county and state aforesaid, do hereby certify that \_\_\_\_\_  
23 who as, \_\_\_\_\_ signed the foregoing writing for  
24 \_\_\_\_\_ a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.  
25 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
26 Notary Seal 27: \_\_\_\_\_  
(Notary Public)  
28 My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Sufficiency in Form and Manner  
of Execution Approved

Attorney General

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

By: \_\_\_\_\_  
(Deputy Attorney General)

## ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

31

- 1 IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8)
- 2 IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18)
- 3 SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28)
- 4 **Notaries must:**

---

### ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

---

- 1 Enter name of State
- 2 Enter name of County.
- 3 Enter name of Notary Public witnessing transactions
- 4 Enter name of principal covered by bond if individual or partnership (Must be Owner or General Partner of Sole Proprietorship or Partnership)
- 5 Notary enters date bond was witnessed Must be the same as or later than signature date
- 6 Affix Notary Seal
- 7 Notary affixes his/her signature
- 8 Notary enters commission expiration date

---

### ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

---

- 9 Enter name of State
- 10 Enter name of County.
- 11 Enter name of Notary Public witnessing transactions
- 12 Enter name of Corporate Officer signing bond
- 13 Enter Title of Corporate Officer signing bond (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
- 14 Enter name of Company or Corporation
- 15 Notary enters date bond was witnessed Must be the same as or later than signature date
- 16 Affix notary Seal
- 17 Notary affixes his/her signature
- 18 Notary enters commission expiration date

---

### ACKNOWLEDGMENT BY SURETY

---

- 19 Enter name of State
- 20 Enter name of County.
- 21 Enter name of Notary Public witnessing transactions
- 22 Enter name of person having power of attorney to bind Surety Company
- 23 Enter Title of person binding Surety Company
- 24 Enter name of Insurance Company (Surety)
- 25 Notary enters date bond was witnessed Must be the same as or later than signature date
- 26 Affix Notary Seal
- 27 Notary affixes his/her signature
28. Notary enters commission expiration date.

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### POWER OF ATTORNEY INSTRUCTIONS

---

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond A raised corporate seal must also be affixed to the Power of Attorney form

- a Name of attorney in fact must be listed
- b Power of Attorney may not exceed imposed limitations
- c Certificate date, the signature date of bond must be entered
- d Signature of authorizing official must be affixed (Signature may be facsimile)
- e Raised seal must be affixed.

# PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_  
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and \_\_\_\_\_  
(Surety name and complete address including ZIP Code)

\_\_\_\_\_ a corporation organized and existing under  
the laws of the State of \_\_\_\_\_, with its principal office in the City of \_\_\_\_\_

as Surety, hereinafter called Surety, are held firmly bound unto \_\_\_\_\_  
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_

Dollars ( \_\_\_\_\_ ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_  
\_\_\_\_\_ entered into a contract with Owner for \_\_\_\_\_

in accordance with drawings and specifications prepared by \_\_\_\_\_

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT  
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,  
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner  
Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations  
thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1 Complete the CONTRACT in accordance with its terms and conditions, and
- 2 Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to  
complete the CONTRACT in accordance with its terms and conditions in a timely manner

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of  
Owner

Signed and sealed this \* \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Principal Raised Corporate Seal (MUST BE AFFIXED) \_\_\_\_\_ (Seal)  
(Contractor Name)

BY: \_\_\_\_\_ (Seal)  
(Must be President, Vice President, Owner, Partner, Manager or Member)

\_\_\_\_\_  
(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED) \_\_\_\_\_  
(Surety)

BY: \_\_\_\_\_ (Seal)

NOTE: Raised Corporate Seals are mandatory.  
Please attach Power of Attorney

NOTE: Applicable sections of attached acknowledgments must be  
completed and returned as part of the bond

\*Power of Attorney must be certified on this date or later

# ACKNOWLEDGMENTS

33

## Acknowledgment by Principal if individual or Partnership

1 STATE OF \_\_\_\_\_  
2 County of \_\_\_\_\_ to-wit:  
3 I, \_\_\_\_\_, a Notary Public in and for the  
4 county and state aforesaid, do hereby certify that \_\_\_\_\_  
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county  
5 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
6 Notary Seal \_\_\_\_\_  
7 \_\_\_\_\_  
(Notary Public)  
8 My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## Acknowledgment by Principal if Corporation

9 STATE OF \_\_\_\_\_  
10 County of \_\_\_\_\_ to-wit:  
11 I, \_\_\_\_\_, a Notary Public in and for the  
12 county and state aforesaid, do hereby certify that \_\_\_\_\_  
13 who as, \_\_\_\_\_ signed the foregoing writing for  
14 \_\_\_\_\_ a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation  
15 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
16 Notary Seal \_\_\_\_\_  
17 \_\_\_\_\_  
(Notary Public)  
18 My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

## Acknowledgment by Surety

19 STATE OF \_\_\_\_\_  
20 County of \_\_\_\_\_ to-wit:  
21 I, \_\_\_\_\_, a Notary Public in and for the  
22 county and state aforesaid, do hereby certify that \_\_\_\_\_  
23 who as, \_\_\_\_\_ signed the foregoing writing for  
24 \_\_\_\_\_ a corporation,  
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation  
25 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
26 Notary Seal \_\_\_\_\_  
27 \_\_\_\_\_  
(Notary Public)  
28 My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Sufficiency in Form and Manner  
of Execution Approved

Attorney General

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

By: \_\_\_\_\_

(Deputy Attorney General)

## ACKNOWLEDGMENT PREPARATION INSTRUCTIONS

34

- 1 IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8)
- 2 IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) THROUGH (18)
- 3 SURETY MUST HAVE NOTARY COMPLETE LINES (19) THROUGH (28)
4. **Notaries must:**

---

### ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

---

- 1 Enter name of State
- 2 Enter name of County
- 3 Enter name of Notary Public witnessing transactions
- 4 Enter name of principal covered by bond if individual or partnership (Must be Owner or General Partner of Sole Proprietorship or Partnership)
- 5 Notary enters date bond was witnessed Must be the same as or later than signature date
- 6 Affix Notary Seal
- 7 Notary affixes his/her signature
- 8 Notary enters commission expiration date

---

### ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

---

- 9 Enter name of State
- 10 Enter name of County
- 11 Enter name of Notary Public witnessing transactions
- 12 Enter name of Corporate Officer signing bond
- 13 Enter Title of Corporate Officer signing bond (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
- 14 Enter name of Company or Corporation
- 15 Notary enters date bond was witnessed Must be the same as or later than signature date
- 16 Affix notary Seal
- 17 Notary affixes his/her signature
- 18 Notary enters commission expiration date

---

### ACKNOWLEDGMENT BY SURETY

---

- 19 Enter name of State
- 20 Enter name of County
- 21 Enter name of Notary Public witnessing transactions
- 22 Enter name of person having power of attorney to bind Surety Company
- 23 Enter Title of person binding Surety Company
- 24 Enter name of Insurance Company (Surety)
- 25 Notary enters date bond was witnessed Must be the same as or later than signature date
- 26 Affix Notary Seal
- 27 Notary affixes his/her signature
- 28 Notary enters commission expiration date

---

### POWER OF ATTORNEY INSTRUCTIONS

---

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a Name of attorney in fact must be listed
- b Power of Attorney may not exceed imposed limitations.
- c Certificate date, the signature date of bond must be entered
- d Signature of authorizing official must be affixed (Signature may be facsimile)
- e Raised seal must be affixed.



Agency ARNG  
REQ. P. O# 540006A

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Laurita Excavating Inc.  
of Morgantown, WV, as Principal, and Fidelity and Deposit Company  
of Maryland, Schaumburg, IL, a corporation organized and existing under the laws of the State of  
Maryland with its principal office in the City of Baltimore, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblgee, in the penal sum of Five Percent of 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  
West Virginia Army National Guard - Live Fire Exercise Shoot House  
Phase I - Site Preparation  
ARNG Project # 540006A

**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 Oblgee 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  
22 day of December, 20 09.

Principal Corporate Seal

Laurita Excavating Inc.  
(Name of Principal)  
By [Signature]  
(Must be President or  
Vice President)  
Sec/Treas/Exec VP  
(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland  
(Name of Surety)

[Signature]  
Attorney-in-Fact  
Zachary L. Mendelson

**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  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof does hereby nominate, constitute and appoint **Karen M. COMPORT, Zachary L. MENDELSON, Mark F. SUSCO and Kathryn J. FINDLAY, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-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 and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, 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 Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Karen M. COMPORT, Wendy E. PRICE, Zachary L. MENDELSON, Mark F. SUSCO, Kathryn J. FINDLAY, dated June 27, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of September, A.D. 2009.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gregory E. Murray*

*William J. Mills*

By:

*Gregory E. Murray Assistant Secretary*

*William J. Mills*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

On this 16th day of September, A.D. 2009, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written



*Maria D. Adamski*

*Maria D Adamski*

*Notary Public*

My Commission Expires: July 8, 2011