



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
GSD096450

PAGE
1

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

VENDOR

*410085835 304-755-2800
 RBS CONSTRUCTION INC
 4300 FIRST AVE

 NITRO WV 25143

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 JOBSITE
 SEE SPECIFICATIONS

 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/10/2009				

BID OPENING DATE: 07/16/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42	651	88,683.00
SIDEWALKS, CURBING AND PAVERS REPLACEMENT/REPAIR REQUEST FOR QUOTATION (RFQ) THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIAL FOR THE REMOVAL OF BRICK PAVERS, CONCRETE SIDEWALK REPLACEMENT AND REPAIR, AND STEP CONSTRUCTION IN FOUR (4) LOCATIONS: BUILDING #74 LOCATED IN SOUTH CHARLESTON (PLAZA FOUR); BUILDING 17 (FINANCE) & BUILDING #8 (GOVERNOR'S MANSION) LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA, AND THE PARKING LOT AT LAIDLEY FIELD (LOT #7) LOCATED IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED DRAWINGS AND SPECIFICATIONS. A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, JUNE 23, 2009 AT 1:00 PM IN THE FOOD COURT LOCATED IN THE BASEMENT OF BUILDING #1 (MAIN CAPITOL). ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.						

RECEIVED
 2009 JUL 16 PM 1:26
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	(304) 755-2800	7/16/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
PRESIDENT	71-1023181	

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 work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P O Box 50130, Charleston, WV 25305-0130



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VENDOR

*410085835 304-755-2800
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<p>TECHNICAL QUESTIONS FOR THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNIAL QUESTIONS IS TUESDAY, JUNE 30, 2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT 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 60 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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	(304) 755-2800	7/16/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
RESIDENT	71-1023181	

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<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION, IF SUCCESSFUL, FOR THE LIFE OF THE CONTRACT.</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 \$1,000,000.00.</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</p>						

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	<p>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 ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & 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>					

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<p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & 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</p>						

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<p>AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ... July 13th 2009</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 2	...	N/A		
	NO. 3	...	N/A		
	NO. 4	...	N/A		
	NO. 5	...	N/A		
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>[Signature]</i>.....SIGNATURE <i>R.B.S. Construction, Inc.</i>.....COMPANY <i>7/16/09</i>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR</p>						

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

RODNEY

***410085835 304-755-2800**
RBS CONSTRUCTION INC
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				<p>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:</p> <p>CONTRACTORS NAME: ... <i>R.B.S. Construction, Inc.</i> ...</p> <p>CONTRACTORS LICENSE NO.: <i>WV 041980</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">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>		

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TITLE <i>PRESIDENT</i>	FEIN <i>71-1023181</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 5/2009					
<p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: GSD096450</p> <p>BID OPENING DATE: 07/16/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- (304) 755-3022 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p style="text-align: center;">----- Mark Stutler -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
	(304) 755-2800	7/16/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
PRESIDENT	21-1023181		

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

State of West Virginia
Department of Administration

General Services Division
Brick Paver / Concrete Replacement / Repair

REQUEST FOR QUOTATIONS #GSD096450

REMOVAL OF BRICK PAVERS
CONCRETE SIDEWALK REPLACEMENT / REPAIRS
STEP CONSTRUCTION

Location(s): West Virginia State Capitol Complex
Building 74 - 218 Fourth Avenue, So. Charleston
Building 17 - 2101 Washington Street, East
Building 8 - Governor's Mansion
Laidley Field Parking Lot#7 - Elizabeth Street & Piedmont Avenue

For: State of West Virginia
General Services Division
1900 Kanawha Blvd; East
Building One, Room MB60
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

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

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide removal of brick pavers, concrete sidewalk replacement / repair and step construction.

Pre-Bid Meeting:

A mandatory pre-bid meeting for this project is scheduled for Tuesday, June 23 at 1:00 p.m. meeting in the Food Court in the basement of the Main Capitol Building (Building One). A walk-through of the Bldg#8, Bldg#17 and Laidley Field Lot areas of this project will follow immediately thereafter. If bidders would like Owner representation for a site

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visit at Building #74 in South Charleston, it can be arranged by contacting Scott Pauley, Building Maintenance Supervisor, at (304)993-8452. Any questions arising from additional site visits must be in accordance with the provisions of the Request for Quotation. No questions will be answered during site visits.

Bidders are encouraged to not delay in submitting technical questions on the project, though the deadline and procedure for submitting are explained the Request for Quotations as advertised and distributed by the State Purchasing Division.

Incorporated into this Request for Quotations are the following documents:

- Drawing Attachments A-K
- Earthwork Specifications

Scope:

The work consists of replacing concrete sidewalks, including removal of existing concrete and gravel walkways or brick pavers, the preparation of sub-base, placing gravel base material, steel reinforcing mesh or rods, expansion joints, pouring, finishing and curing concrete sidewalks and landscape restoration. The successful contractor shall be required to keep the work area clean on a daily basis and remove debris from the site daily. Concrete mix will be rated at 4,000psi with 2% air entrapment.

Site workspace will be limited, however arrangements will be made to provide a contractor staging area as availability allows.

Work shall be conducted as a single project with work phased on a location-by-location basis. Work in each area shall be substantially complete and inspected prior to beginning the next sidewalk area. Note that building access/exits must be maintained and alternate routes must be provided. Prior to starting the project, submit a schedule showing the replacement sequence, commencement and completion dates for each section of sidewalk. The schedule shall be reviewed and approved by the Owner prior to commencement of the work. The schedule will be prepared using the standard bar graph format. Coordination of the schedule will be around Owner's work requirements.

Contractor will furnish all materials, labor, and equipment necessary to complete all work as indicated by these specifications. Intent is that the completed work consist of and provide the delivery of a fully completed sidewalk replacement project. The Contractor will furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

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This Request for Quotations incorporates the following project aspects:

1. Removal and replacement with exposed aggregate in identified areas at Building 17, located at 2101 Washington Street East in Charleston, WV, including any and all specification details.
(SEE ATTACHMENT A & B)
2. Removal of existing sidewalks and replacement with finished concrete in identified areas at Laidley Field Parking Lot #7 in Charleston, WV including curbs and 4 ADA transitions and any / all specification details.
(SEE ATTACHMENT C,D,E,F & G)
3. Concrete step to be constructed in identified areas at Building 8 in Charleston WV **to include wrought iron handrail** to match existing wrought iron handrail and any / all specification drawings.
(SEE ATTACHMENT H & I)
PROJECT NOTE TO BIDDERS: Step is to be 50" wide.
4. Removal of existing brick pavers and replacement with exposed aggregate in identified areas at Building 74 located in S. Charleston, WV and any / all specification drawings.
(SEE ATTACHMENT J & K)
5. PART 1 - EARTHWORK SPECIFICATIONS

Unit Prices:

Definition: Unit price is stated on the Bid Form as a price per unit of measurement for materials and/or services added to or deducted from the Contract Sum by appropriate Change Order, if quantities of Work required by the Contract Documents need increased or decreased based on unforeseen circumstances or field conditions. Unit prices include all necessary material, plus all associated costs (delivery, installation, insurance, overhead and profit, etc)

Schedule of Unit Prices

Item 1 - ADDITIONAL SIDEWALK REPLACEMENT: Unit Price is based on flat concrete surfaces, including removal of existing concrete, preparation of sub base and base materials, placing concrete, and landscape restoration after repair. Unit Price shall be on a square foot basis.

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Item 2- ADDITIONAL SIDEWALK JOINT REPAIRS: Unit Price is based on saw cutting the existing concrete slabs at eight (8") inches either side of a deteriorated concrete joint, removing the deteriorated area, replacing the concrete and cleanup after the repair. Unit Price shall be on a lineal foot basis.

Item 3 - ADDITIONAL CONCRETE CURB REPLACEMENT: Unit Price is based on saw cutting the existing concrete curb, removing the deteriorated area, replacing the concrete curb and cleanup after the repair. Unit Price shall be on a lineal foot basis

Item 4 – ADDITIONAL ADA TRANSITION INSTALLATION: Unit Price is based on complete preparation of an area and the installation of an ADA compliant transition on either a straight sidewalk or sidewalk corner.

Definitions:

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, West Virginia shall be hereinafter called the "Owner".
- B. The service organization contracted by these specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the purchase order awarded to the Contractor to provide the services as herein specified.
- D. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", as stated in the Contract shall refer to the General Services Division.

Contract Period:

The Contract shall be substantially completed within sixty (60) calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

Reference Requirement:

The qualified contractor shall have at least three years experience performing such work on projects of a similar size and type. Bidders shall supply at least three references indicating their capabilities to perform such work. References shall include the name, location, ownership and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the

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previous work. Agency employees of the State of West Virginia are not to be listed as a reference.

Payment:

The Contractor shall submit two copies (one original and one copy) of invoices. Invoices shall be signed in blue ink. Deliver invoices to:

General Services Division
Attn: Business Manager
1900 Kanawha Blvd. East
Building 1, Room MB-68
Charleston, West Virginia 25305

Supplementary General Conditions:

1. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and agents. The Contractor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or subcontractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes, and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership association or entity without expressed written consent of the agency.

2. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or deposition of any data used

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under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.

3. This Contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.

4. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.

5. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

Specifications:

- A. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
- B. Contractor shall furnish a warranty of twelve (12) months for labor and materials.

Wage Rates:

All employees engaged in the work of this contract shall be paid at least the minimum wage scales for the various trade classifications as established by the State Commissioner of Labor for the county (Prevailing Wage) 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 jobsite. Certified payrolls will be submitted with Contractor's application for payment.

Submittals:

All submittals for this project shall be reviewed and approved by the General Services Division Projects/Engineering Section.

Submittals requiring approval prior to performing the work herein or any staging will include the following:

State of West Virginia
Department of Administration

General Services Division
Brick Paver / Concrete Replacement / Repair

- Project work schedule

Project Closeout:

1. Final cleanup shall be completed prior to final acceptance.
2. If specified elsewhere, submit records of quality assurance testing.
3. Submit "Affidavit of Payment of Debts and Claims."

Final Inspection:

The Final Inspection will be conducted by a designated representative from the General Services Division.

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform with the Contract Documents.

The date of Substantial Completion shall be determined by the Architect/Engineer or his/her designee conducting the final inspection based on all work being complete for final acceptance or substantially complete to permit beneficial use by the Owner. Final payment shall not be made until all work is finally accepted. No bonding or insurance release documents will be processed by the Owner until approval of the final Application for Payment. The final Application for Payment will have noted on the document the words "Final Application for Payment" in addition to the Application for Payment number.

Award Criteria:

The State will award this Contract to the contractor meeting the mandatory requirements with the lowest overall project bid. The lowest overall bid will be based on the 'Total Contract Bid' as submitted on the attached Bid Form. The Bid Form includes a bid breakdown in which each of the four distinct project areas are to be listed separately. This is for internal accounting purposes only. The Owner intends to award the contract for all four areas, and not to partially award in any way.

Limits of Work

Work areas will be limited to those spaces required for access to the sidewalks and delivery of materials to the work area. Contractor will coordinate deliveries to work area. A single access route will be provided for concrete deliveries. Note that contractor shall be responsible for damage to existing drives, walks and landscaping along the delivery routes. Contractor will repair all damage prior to completion.

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Contractor will coordinate with Owner for temporary (overnight) storage space, if available, for equipment and tools.

Contractor will provide yellow marking tape, fencing, barriers and other applicable traffic control devices to direct traffic around sidewalks and other construction areas during replacement and repairs. Contractor will provide detour routes when applicable and keep separate the construction traffic from pedestrian and vehicular traffic on the site.

The buildings and office spaces shall remain in use during this contract. Contractor shall work with the Building Managers to coordinate the temporary access to work areas, the movement of materials and otherwise provide for the Contractor needs during construction. Contractor shall minimize disruption to Capitol work areas.

Use of Facilities

Contractor shall be permitted reasonable use of building utilities including power and water as required for conducting the work. Contractor will coordinate the location of service connections or use of receptacles with the building manager to avoid overloading existing circuits.

Contractor Schedule:

Contractor will provide proposed construction project schedule indicating when sidewalks will be replaced and the length of time required. Schedule will be in a bar graph format as is generally accepted in the construction industry. Contractor will coordinate schedule with Owner and obtain written approval of schedule prior to performing any work or staging.

Waste Removal

Contractor will make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a regular basis (daily).

Contractor Visitor Badges

The State office buildings covered by this contract are semi-secure facilities. Contractor shall provide, prior to beginning work, a list of all personnel that will be working on this project. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and social security number. All proposed workers may be subjected to a criminal history / driver's license background check prior to being permitted to work in or around state buildings. Workers shall carry valid Contractor Photo ID Badges that must be worn when working in or around the building. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

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Work Restrictions:

Work shall be generally performed on the campus during normal business working hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays. Non-Smoking Building: Smoking is not permitted within any of the buildings or near entrances, operable windows or outdoor air intakes.

Parking

No parking is available on the site. The Contractor is responsible for providing all off-site parking required for the project. Provisions will be made for locating refuse dumpsters if required by the project.

Codes:

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, ACI, NEC, OSHA, UL, ANSI, ASME and related standards. Sidewalks shall also meet applicable ADA (Americans with Disabilities Act) requirements.

Workmanship:

Contractor shall complete all work in a neat and workmanlike manner. Contractor will have at all working times a direct employee of the contracted Contractor readily available to the Owner. Contractor will provide the necessary information for an emergency contact including a primary telephone number and any available alternate telephone numbers. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable.

Warranty:

Contractor shall warranty work for a period of one year from the date of Substantial Completion.

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Brick Paver / Concrete Replacement / Repair

REQUEST FOR QUOTATIONS #GSD096450

REMOVAL OF BRICK PAVERS
CONCRETE SIDEWALK REPLACEMENT / REPAIRS
STEP CONSTRUCTION

BID FORM

Bidder's Company Name: R.B.S. Construction, Inc.

Bidder's Address: 4300 1st Ave, Suite 200
Nioto, WV 25143

Remittance Address: _____
(if different)

Phone Number: (304) 755-2800

Fax Number: (304) 755-3022

Email Address: Mstutler@RBSWV.com

WV Contractor's License Number: WV 041980

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL CONTRACT BID

Eighty-Eight Thousand Six Hundred Eighty-Three ⁰⁰
(\$ 88,683.00)

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(Total to be written in words and numbers)

For internal accounting purposes only, please list your bid breakdown for the four distinct project areas:

Building #8 Governor's Mansion	\$ <u>DELETED PER ADD #1</u>
Building #17 2101 Washington Street East	\$ <u>28,600.00</u>
Building #74 Plaza Four, South Charleston	\$ <u>9,700.00</u>
Laidley Field Parking Lot	\$ <u>50,383.00</u>

For the purposes of processing any change orders to this contract at a later date, please provide the following Unit Prices:

Item 1 - ADDITIONAL SIDEWALK REPLACEMENT: Unit Price is based on flat concrete surfaces, including removal of existing concrete, preparation of sub base and base materials, placing concrete, and landscape restoration after repair. Unit Price shall be on a square foot basis.

Cost per Square Foot: \$ 12.46

Item 2- ADDITIONAL SIDEWALK JOINT REPAIRS: Unit Price is based on saw cutting the existing concrete slabs at eight (8") inches either side of a deteriorated concrete joint, removing the deteriorated area, replacing the concrete and cleanup after the repair. Unit Price shall be on a lineal foot basis.

Cost per Lineal Foot: \$ 114.92

Item 3 - ADDITIONAL CONCRETE CURB REPLACEMENT: Unit Price is based on saw cutting the existing concrete curb, removing the deteriorated area, replacing the concrete curb and cleanup after the repair. Unit Price shall be on a lineal foot basis.

Cost per Lineal Foot: \$ 36.53

Item 4 – ADDITIONAL ADA TRANSITION INSTALLATION: Unit Price is based on complete preparation of an area and the installation of an ADA compliant transition on either a straight sidewalk or sidewalk corner.

Cost Each: \$ 875.00

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The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

Any work performed or any materials contracted for prior to the receipt of the OWNER'S written notice to proceed shall be at the Bidder's risk.

State of West Virginia
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References

Reference Name: Chilton Lilly
Position: Construction Manager
Address: 1325 Virginia St. E. Charleston, WV 25301
Telephone Number: (304) 558-2110
Project Name: WV Regional Jail Authority
Project Description: Auger Master Backflow Preventers

Reference Name: Jerry Workman
Position: Assistant Superintendent
Address: PO Box 70 212 N. Court St. Wayne, WV 25570
Telephone Number: (304) 272-5116
Project Name: Spring Valley High School
Project Description: Construction of Facility Buildings

Reference Name: David Moore
Position: Assistant Superintendent
Address: PO Box 770 Ripley, WV 25271
Telephone Number: (304) 372-7305
Project Name: Fairfax Elementary School
Project Description: Additions & Renovations



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

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

I, MARK STUTLER, after being first duly sworn, depose and state as follows:

- 1. I am an employee of R.B.S. Construction, Inc.; and,
(Company Name)
- 2. I do hereby attest that R.B.S. Construction, 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.

R.B.S. Construction, Inc.
(Company Name)

By: [Signature]

Title: PRESIDENT

Date: 7/16/09

Taken, subscribed and sworn to before me this 16th day of July, 2009

By Commission expires Aug 5, 2018



OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Fatina Smith
33 Tiney Drive
Hurricane, WV 25526

[Signature]
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: R.B.S. Construction, Inc
Authorized Signature: _____ Date: 7/16/09

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, RBS Construction, Inc.
of 4300 1st Avenue, Nitro, WV 25143, as Principal, and Great American Insurance Company
of 580 Walnut Street, Cincinnati, Ohio 45202, a corporation organized and existing under the laws of the State of Ohio
Ohio with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Amount Bid (\$) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Sidewalks, Curbing and Pavers Replacement/Repair for four (4) areas, West Virginia State Capitol Complex,
Kanawha County, West Virginia

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
16th day of July, 2009

Principal Corporate Seal

RBS Construction, Inc.
(Name of Principal)
By: [Signature]
(Must be President or
Vice President)
PRESIDENT
(Title)

Surety Corporate Seal

Great American Insurance Company
(Name of Surety)
By: [Signature]
Donna J. Price, Attorney-in-Fact
Licensed WV Resident Agent

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 18479

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute in behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
ANDREW K TEETER	KIMBERLY L MILES	ALL OF	ALL
DOUGLAS P. TAYLOR	DONNA J PRICE	CHARLESTON WEST VIRGINIA	\$75,000 000
BRADLEY P BOBERSKY	PAMELA V LANHAM		

This Power of Attorney revokes all previous powers issued in behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12TH day of NOVEMBER, 2008
Attest GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (513-412-4602)

On this 12TH day of NOVEMBER, 2008, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated March 1, 1993.

RESOLVED: That the Divisional President, the Divisional Senior Vice President, the several Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract or suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed

CERTIFICATION

I, EVE CUILER ROSEN, Senior Vice President, General Counsel & Assistant Secretary of Great American Insurance Company do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of March 1, 1993 have not been revoked and are now in full force and effect

Signed and sealed this 16th day of July, 2009