



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:
GSD096456

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

Oval Construction Management, LLC
 P. O. Box 401
 Charleston, WV 25322

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: **07/15/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
<p>SECURITY FENCE FOR BLDGS #8 AND #10</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE ALL LABOR AND MATERIAL FOR THE INSTALLATION OF SECURITY FENCE FOR THE GOVERNOR'S MANSION (BUILDING #8) AND HOLLY GROVE MANSION (BUILDING #10) LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED DRAWINGS AND SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, JUNE 23, 2009 AT 10:00 AM IN THE FOOD COURT LOCATED IN THE BASEMENT OF BUILDING #1 (MAIN CAPITOL). THE MANDATORY PRE-BID MEETING WILL BE IMMEDIATELY FOLLOWED BY A MANDATORY SITE VISIT. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING AND THE SITE VISIT. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND BOTH THE PRE-BID MEETING AND THE SITE VISIT WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS 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 TECHNICAL</p>						

RECEIVED
 2009 JUL 22 PM 1:19
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (304) 347-8820	DATE 7/22/09
TITLE MANAGING MEMBER	FAX 43-2051555	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, 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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<p>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 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 SOLICITA- TION 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 ARTI- CLE 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 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSUL 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 SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p>						

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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE 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 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</p>						

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

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<p>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 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</p>						

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<p>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 7/10/09.</p> <p>NO. 2 7/20/09.</p> <p>NO. 3</p>						

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NO. 4					
NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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>.....SIGNATURE</p> <p>OVAL CONSTRUCTION MANAGEMENT, LLC COMPANY</p> <p>.....7/20/09.....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</p>						

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<p>PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: OVAL CONSTRUCTION MGMT, LLC..</p> <p>CONTRACTORS LICENSE NO.: W.V.037157.....</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> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p>						

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<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.: GSD096456</p> <p>BID OPENING DATE: 07/15/2009</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: ----- (304) 347-8821 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- James R. Carney Jr. -----</p>						

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**REQUEST FOR QUOTATIONS #GSD096456
DEPARTMENT OF ADMINISTRATION - GENERAL SERVICES DIVISION
GOVERNOR'S MANSION / HOLLY GROVE SECURITY FENCING PROJECT
BUILDINGS 8 & 10**

Location: WV State Governors Mansion
1800 Kanawha Boulevard, East /
Charleston, WV 25305
&
Holly Grove Mansion
1700 Kanawha Boulevard, East
Charleston, WV 25305

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

All inquiries for specification clarification shall be addressed to:

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

The Department of Administration, General Services Division, is requesting quotations to provide all materials and perform the construction and installation of security fencing around the perimeter of the Governor's Mansion and Holly Grove Mansion.

Pre-Bid Meeting:

A mandatory pre-bid meeting for this project is scheduled for Tuesday, June 23, 2009 at 10:00am. Contractors attending the meeting shall assemble at the Capitol Food Court in the basement of the Main Capitol Building (Building #1) A mandatory site visit shall immediately follow the mandatory pre-bid meeting.

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

Successful Bidder will be given one hundred eighty (180) calendar days from the written notice to proceed to complete the project.

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

I. SCOPE

The work covered under this section of the RFQ specifications consists of furnishing all labor, equipment, appliances, materials, and transportation necessary for the construction of security fencing at the West Virginia Governor's Mansion and Holly Grove Mansion as described herein and on any referenced documents and drawings.

II. DEFINITIONS

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, WV 25305, will hereinafter be called the "Owner".
- B. The prospective successful bidder will hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, will mean the purchase order awarded to the Contractor to provide the services herein specified, and to include any referenced documents.
- D. "Owner's Representative or Designee", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.

III. GENERAL CONDITIONS

The qualified Contractor will perform work under this contract to provide all necessary materials and construct to the satisfaction of the Owner security fencing at the West Virginia Governor's Mansion and the Holly Grove Mansion. Attached drawings show the areas to be addressed by this RFQ. Authorization to perform the work described herein must be approved in writing and signed by the Owners Representative or Designee through the issuance of a "Notice to Proceed" to the successful bidder prior to commencement of work.

This RFQ also incorporates the following documents:

- Project drawings – 1A; 2A; 3A; 4A; 5A; 1B; 2B; 3B; 1C; 2C; 3C; 4C; 1D; 2D; 3D; 4D & MOUNTING BRACKET DETAIL.
- Column Lighting Photo Page

IV. GENERAL DESCRIPTION OF WORK

Contractor will be required to provide and perform the following:

1. Provide all necessary labor, materials and equipment to satisfactorily perform the work as described herein.
2. Demolition of the existing stonewall in front of Holly Grove Mansion is included in this project and the stone will be reused to construct stone retaining walls from Kanawha Boulevard sidewalk to the main entrance of Holly Grove Mansion. (See drawing 1C)
3. Materials to be used in this project will be specified on the project drawings or elsewhere in the RFQ for the project.
4. Perform site work to prepare the project area for the installation of the security fencing. (All grading will maintain a slope of approximately 42% - See drawing 4A)
5. Perform all electrical work to the conformity of all applicable National Electrical Code (NEC) standards and other existing codes and regulations. Electrical work will be installed in approved electrical schedule 40 conduit rated for underground use. Conduit type and size must meet or exceed the NEC code or to the discretion of the Office of the West Virginia State Fire Marshall. Two (2) conduits, 1 for electrical and 1 for low voltage conductors will be required in the trench. Conduits will be installed in same trench. All conduit trenching will be a minimum of 24" below grade as shown on drawings 1A and 4C.
6. All electrical and low voltage conduits installed inside the brick columns, as shown on project drawing 4C, must be a minimum of 2" schedule 40 pvc rated for underground electrical use.
7. All electrical will be connected to GFI breakers in designated panel.
8. Contractor will have masonry work (brick laying) performed by experienced personnel with a minimum of 5 years experience in satisfactory brick laying. Documentation of said experience, including name(s) of employees Contractor plans to use for this aspect of the project and documentation of their meeting this experience requirement may be requested by the Owner prior to the start of any work of this type. Mortar and mortar joints of brick columns must match existing mortar and mortar joints of Governor's Mansion. Documentation of exemplary, previous work completed may be requested by the Owner prior to the start of any work.
9. Provide black wrought iron fencing, gates and necessary appurtenances as described in the project drawings.
10. Columns between fence sections and supporting fencing will be concrete centered with rebar as described herein.

11. Electrical outlets will be placed as shown on the project drawings and must be recessed and must meet or exceed NEC and UL approval specifications for outdoor use.
12. Column lamps must meet or exceed NEC and UL approval specifications for outdoor use and be of the type and style as described on the project drawings.
13. Columns will use stainless steel clip angles for the connections of the wrought iron fencing to the columns.
14. A scale-sized mockup of the brick columns, including all electrical to be in the brick columns used in separating the black wrought iron fencing sections, must be provided for inspection and approval to the Owner by the Contractor prior to being constructed. The mockup is to be constructed by the same brick mason that will be performing the actual construction of the brick columns in this project.
15. All bricks to be used in this project must be of the type and style as described in the project drawings. (Colonial Full Range by Old Virginia Brick Company or equal upon prior approval by the Owner)
16. All concrete bases for the brick columns must comply with project drawing 1A. All concrete pier caps for the brick columns must comply with project drawing 3A. All limestone caps for the brick columns must comply with project drawing 4A.
17. Pedestrian traffic will be controlled through the use of acceptable safety practices for pedestrian traffic. Prior to any pedestrian traffic flow disruptions throughout the project, the General Services Division's Safety Section will be notified by the Contractor)
18. Contractor will be responsible for coordinating the location of all existing utilities and communication lines such as gas, water, electric, fiber optics, data cables, chilled water and steam lines, sewage and storm drains.
19. Remove two (2) existing lanterns on the existing brick columns at the entrance from Kanawha Boulevard to the Governor's Mansion and deliver the 2 lanterns to the Owner. Contractor will reinstall the 2 existing lanterns after restoration to the 2 existing lanterns by the Owner.

Project Electrical Notes

- 1 32 – Number of Victorian Lanterns.
- 2 28 – Number of outdoor approved receptacles with separate weather tight closures. (Note: Not all lighting and receptacles circuits are to be placed in every column, see voltage location map)
- 3 All electrical work shall meet NEC & WV State Fire Marshall Codes.
- 4 Conduit must meet the minimum or exceed the NEC code or to the discretion of the WV State Fire Marshalls Office.
- 5 All Receptacles to be standard connected to GFI breakers.
- 6 All wiring shall be #10 with a #12 ground.

- 7 All circuits to be installed in existing emergency panel.
- 8 Lighting circuits shall be connected to digital timers.
- 9 All receptacles and low voltage boxes are to be recessed with face flush with brick and have separate weather tight closures for each receptacle.
- 10 Duplex outdoor receptacles (all receptacles covers shall be equipped with weather tight closure caps)

V. GENERAL REQUIREMENTS

- A. The work under this contract is subject to the requirements of the Request for Quotations, and all documents incorporated herein or by reference.
- B. The successful bidder will perform the work described herein and be responsible for all necessary permits, fees and related items to fulfill the contract.
- C. Two copies (one original and one copy) of invoices will be submitted for payment (in arrears) and must include the following information:
 1. One of the invoices must be in original type or state "original" on the face if computer generated. Invoice must include FEIN number, complete address of vendor, and purchase order number of the contract. Please list bidder remittance address on Bid Form.
 2. Invoices will be mailed to the following address:

General Services Division
Attn: Business Manager
1900 Kanawha Blvd. E.
Building 1, Room MB-68
Charleston, WV 25305
- D. 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 will 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 sub-contractors of the Contractor will be deemed to be employees for 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.

- E. The Contractor will hold harmless the State, and must 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 will 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.
- F. 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 disposition of any data used 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.
- G. This contract will 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.
- H. The Contractor will 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.
- I. The Contractor will 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.

- J. Contractor will be responsible for parts and materials as follows:
1. The Contractor will supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Contractor will be responsible for the removal of all waste and debris on a daily basis as a result of performing this contract.
 - a. **Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.**
 - a. Contractor will furnish warranty of a minimum of 24 months / 2 years for labor, and 60 months/5 years on materials.
 - b. Contractor will have one hundred eighty (180) days to complete the work described in this contract.
- K. Any and all work to be performed to successfully execute the terms of this Contract by a third party or sub-contractor must be pre-approved by the Owner or their Representative or Designee. All such work, after Owners approval, will remain the sole responsibility of the successful bidder/Contractor with regard to all labor, materials, fees associated with the sub-contracting and any/all associated responsibilities. Under no circumstances will the Contractor transfer responsibility for any work as described herein by a third party or sub-contractor.
- L. Contractor will provide for all insurance necessary to render Agency free and harmless from all claims arising from services performed under this agreement. Contract insurance, liability, and compensation insurance must be sufficient to cover the contractor's employees and the public in general. The minimum amount of commercial general liability insurance coverage required is \$1,000,000.00, and a copy of contractor certificate of insurance is required prior to issuance of purchase order for this agreement.

ADDITIONAL INFORMATION:

1. Contract will be awarded to the qualified bidder with the lowest overall cost for project. "Qualified bidder" is defined as one that has met all WV licensing or registration requirements to include WV Contractors License as applicable.
2. Successful vendor must be registered or be willing to become registered with The WV State Purchasing Division. This may require payment of an annual fee of \$125.00. For information on vendor registration contact WV Vendor Registration at (304) 558-2311.
3. Vendor must guarantee payment of applicable prevailing wage rates as directed by wage schedule for Kanawha County from the West Virginia Department of Labor.
4. Successful Vendor will be required to complete and return Purchasing Affidavit and Drug Free Workplace Conformance Affidavit.
5. Successful bidder must be registered with WVFIMS by submission of W9 request for taxpayer identification. For information on W9 submission contact 558-4587.
6. All bidders must possess a valid State of West Virginia Contractor's License and that number must appear on the bid.
7. Bidders must provide three references that are able to attest to their ability to complete work of the type specified herein.

GENERAL SERVICES DIVISION
Governor's Mansion Security Fencing

BID FORM

Bidder's Company Name: OVAl CONSTRUCTION MANAGEMENT, LLC

Bidder's Address: P.O. Box 401
Charleston, WV 25322

Remittance Address: _____
(if different)

Phone Number: (304) 347-8820

Fax Number: (304) 347-8821

Email Address: JLARNBY@OVALCONSTRUCTION.COM

WV Contractor's License Number: WV 037157

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

Four Hundred EIGHTY-NINE Thousand DOLLARS
(\$ 489,000.⁰⁰)

(Total to be written in words and numbers.)

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.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within one hundred eighty (180) consecutive calendar days following receipt of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of \$100.00 per day.

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.

Progress payments during the life of the contract will be permissible, with monthly invoices submitted in arrears for work performed from the first to the final day of the preceding month, with a 5% retainage being deducted. When the WORK under contract has been complete and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my proposal.

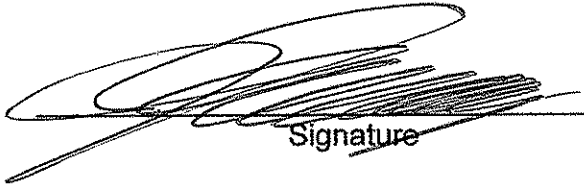
Addendum No.	Date
<u> # 1 </u>	<u> 7/10/09 </u>
<u> # 2 </u>	<u> 7/20/09 </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

I understand that failure to confirm the receipt of the Addendum is cause for rejection of bids.

State of West Virginia
Department of Administration

General Services Division
Engineering Section
Governor's Mansion / Holly Grove
Security Fencing

21


Signature

7/22/09
Date

RESPECTFULLY SUBMITTED:

DATE: 7/22/09

WV VENDOR NUMBER: 701085036

BY: 
(Signature in-ink)

TITLE: MANAGING MEMBER

FIRM NAME: OVAI CONSTRUCTION MANAGEMENT, LLC

ADDRESS: P.O. Box 401 Charleston, WV 25322

References:

Reference Name: Chuck Wilson
Position: FACILITIES DIRECTOR KANAWHA COUNTY B.O.E.
Address: 3300 PENNSYLVANIA AVE. CHARLESTON, WV 25302
Telephone Number: (304) 348-6148
Project Name: Auditorium RENOVATIONS
Project Description: RENOVATE 5 COUNTY High School Auditoriums

Reference Name: Row May
Position: FACILITY DIRECTOR MARSHALL UNIVERSITY
Address: ONE JOHN MARSHALL DRIVE HUNTINGTON, WV 25755
Telephone Number: (304) 696-6415
Project Name: CAM HENDERSON CENTER LOCKER ROOM RENOVATION
Project Description: RENOVATE MENS & WOMENS LOCKER ROOM

Reference Name: Jerie Whitehead
Position: Purchasing Director
Address: 407 VIRGINIA STREET, CHARLESTON, WV 25301
Telephone Number: (304) 357-0015
Project Name: VARIANS
Project Description: VARIANS RENOVATIONS @ KAN CO. Courthouse



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

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA, TO-WIT:

I, JAMES R. CARNEY JR., after being first duly sworn, depose and state as follows:

- 1. I am an employee of OVAL CONSTRUCTION Mgmt, LLC; and,
(Company Name)
- 2. I do hereby attest that OVAL CONSTRUCTION MANAGEMENT, LLC
(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.

OVAL CONSTRUCTION MANAGEMENT, LLC
(Company Name)

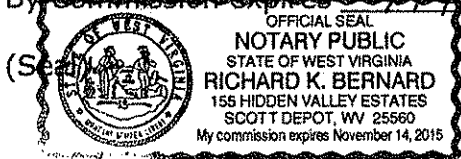
By: 

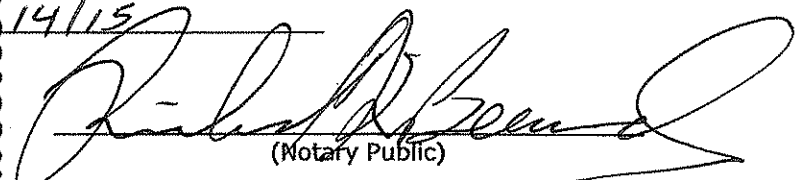
Title: MANAGING MEMBER

Date: 7/22/09

Taken, subscribed and sworn to before me this 22nd day of July 2009.

By Commission expires 11/14/15




(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: OVAL CONSTRUCTION MANAGEMENT, LLCAuthorized Signature: Date: 7/22/09

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Oval Construction Management, LLC
of P. O. Box 401, Charleston, WV 25322, as Principal, and Ohio Farmers Insurance Company
of P. O. Box 5001, Westfield Center, OH, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the total amount bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
GSD096456: Security Fence for Bldgs #8 and #10
West Virginia State Capitol Complex, Charleston, WV

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
22nd day of July, 20 09.

Principal Corporate Seal

Oval Construction Management, LLC

(Name of Principal)

By 

(Must be President or Vice President)

MANAGING MEMBER

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/31/06, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752401 01

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

A. L. STANCHINA, C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, JANET CANTERBURY, ROSEANN B. DYE, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, JOINTLY OR SEVERALLY

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)----**

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **31st** day of **AUGUST** A.D., **2006**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Richard L. Kinnaird, Jr.*
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this **31st** day of **AUGUST** A.D., **2006**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **22nd** day of **July** A.D., **2009**.



Frank A. Carrino
Frank A. Carrino, Secretary