



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
RJCMNT014

PAGE
6

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

BIDDING

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Roth Bros., Inc.
 3847 Crum Road
 Youngstown, OH 44515

BIDDING

REG'L JAIL & CORR'L AUTH'Y
 NORTHERN REGIONAL JAIL
 12TH STREET @ GRAVE CREEK ROAD
 MOUNDSVILLE, WV
 26041 558-2110

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
12/21/2009						
BID OPENING DATE: 01/28/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 X</p> <p>NO. 2 X</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Kevin E. Farrell</i>			TELEPHONE 330.793.5571	DATE 1-28-10		
TITLE Exec. V.P.		FEIN 34-0676951	ADDRESS CHANGES TO BE NOTED ABOVE			

RECEIVED
 2010 JAN 28 PM 1:11
 WVD, TECH SERG
 D 2010

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

BID FORM

DATED: I-28-10
 (Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) Roth Bros., Inc. / 3847 Crum Rd / Youngstown, OH

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV WV001475

SUBMITTED TO: State of West Virginia
 Department Of Administration
 Purchasing Division

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for the:

**ROOF AND HVAC REPLACEMENT FOR
 NORTHERN REGIONAL JAIL
 MOUNDSVILLE, WEST VIRGINIA**

all in accordance with the drawings and specifications as prepared by ZMM, Inc., 222 Lee Street West, Charleston, West Virginia 25302, as follows:

TOTAL BASE BID:

For the sum of: TWO MILLION THREE HUNDRED SIXTYNINE THOUSAND SIX
HUNDRED AND SIXTY DOLLARS ⁰⁰/100 (\$ 2,369,660.00)

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate)

Alternate Bid No. 1 -- Perform all HVAC work at the Prison Industries Building as indicated on Drawings and as specified

ADD the sum of: ONE HUNDRED EIGHTY SEVEN THOUSAND THREE HUNDRED
SIXTY SIX DOLLARS ⁰⁰/100 (\$ 187,366.00)

UNIT PRICES:

The contract sum shall be subject to the following Unit Prices for quantities which may be increased from the stated allowance. These Unit Prices include all materials, shipping, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only.

Unit Price No. 1 – New Roof Ballast

Base Bid is to include an allowance to provide 60 tons of new gravel ballast as specified.

For new gravel ballast in excess of the stated allowance:

ADD \$ 155.00 /Ton

Unit Price No. 2 – New Concrete Walkway Pavers

Base Bid is to include an allowance for 600 linear feet of new concrete walkway pavers as specified.

For additional concrete walkway pads in excess of the stated allowance:

ADD \$ 25.00 /Linear Foot

Unit Price No. 3 – New Galvanized Metal Cleats For Re-Installation of Existing Metal Coping

Base Bid is to include an allowance for the replacement of 670 Galvanized Metal Cleats as specified.

For additional Galvanized Metal Cleats in excess of the stated allowance:

ADD \$ 6.20 /Metal Cleat

Unit Price No. 4 – New Roof Insulation

For replacement of existing roof insulation with new roof insulation as specified:

ADD \$ 32.00 /Cubic Foot

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than 5:00 PM May 7, 2010. The Bidder understands that the Owner may retain a sum as set forth in Article 9, Paragraph 9.11 - "Liquidated Damages," of the Supplementary Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty.

Accompanying this proposal is a bid bond in the amount of ONE HUNDRED EIGHTEEN THOUSAND FOUR HUNDRED EIGHTYTHREE DOLLARS ⁰⁰/₁₀₀ (\$ 118,483.00), payable to the Owner, which it is agreed shall be retained as liquidated damages by the Owner if the undersigned fails to execute a contract in conformance with the Form of Contract, and to furnish a Surety Company Bond in a penal sum equal to at least the full contract sum with ten (10) days after notification of award of the contract to the undersigned.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

Bidder acknowledges receipt of the following addenda: (Please list by number and date)

<u>1</u>	<u>12-28-09</u>
<u>2</u>	<u>1-21-10</u>

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner.

Liquidated damages will be assigned at the rate of \$500 per day for every calendar day, beyond the time period stated herein, that the work of this contract remains incomplete.

THE CONTRACT AMOUNT STATED ABOVE INCLUDES ALL APPLICABLE SALES TAXES, EXCISE AND OTHER TAXES FOR MATERIALS AND APPLIANCES SUBJECT TO AND UPON WHICH TAXES ARE LEVIED.

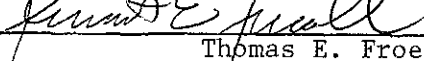
The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

SIGNATURE OF BIDDER:

Firm: Roth Bros., Inc.

Address: 3847 Crum Road

Address: Youngstown, OH 44515

By: 
Thomas E. Froelich

Title: Executive Vice President

Phone: 330.793.5571

END OF BID FORM

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Roth Bros., Inc.
of 3847 Crum Rd., Youngstown, OH 44515, as Principal, and Hartford Casualty Insurance
of 5285 Shawnee Rd., 22312 Alexandria, VA, a corporation organized and existing under the laws of the State of _____
Company
IN _____ with its principal office in the City of Alexandria, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of 5% of bid (\$ 5% of 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
West Virginia Northern Regional Jail, Roof and HVAC Replacement
12th Street & Grave Creek Road, Moundsville, West Virginia 26041

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 Oblige 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

28th day of January, 2010.

Principal Corporate Seal

Roth Bros., Inc.

(Name of Principal)

By Thomas E. Froelich

(Must be President or
Vice President)

Thomas E. Froelich

Executive Vice President

(Title)

Surety Corporate Seal

Hartford Casualty Insurance Company

(Name of Surety)

Alex N. Crowe

Attorney-in-Fact

Alex N. Crowe

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

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
BOND, T-4
P O. BOX 2103, 690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call 888-266-3488 or fax 860-757-5835
Agency Code: 14-732272 & 42-640188

KNOW ALL PERSONS BY THESE PRESENTS THAT:

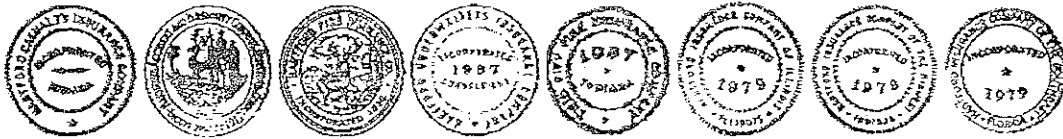
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Thomas D. Rutherford, Frank Roddey, Frank C. Roddey Jr., Patricia L. Lewis, Alex N. Crowe
of
Alexandria, VA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholtz

Paul A. Bergenholtz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2007

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is still in full force effective as of January 28, 2010
Signed and sealed at the City of Hartford



Gary W. Stumper

Gary W. Stumper, Assistant Vice President



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

STATE OF Ohio

COUNTY OF Mahoning, TO-WIT:

I, Thomas E. Froelich, after being first duly sworn, depose and state as follows:

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

Roth Bros., Inc.
(Company Name)

By: [Signature]

Title: Executive Vice President

Date: January 28, 2010

Taken, subscribed and sworn to before me this 28th day of January, 2010

By Commission Expires SUSAN L. BRYANT
NOTARY PUBLIC - STATE OF OHIO
(Seal) My Commission Expires 10-26-13

[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

West Virginia Code §5A-3-10a states: 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.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon

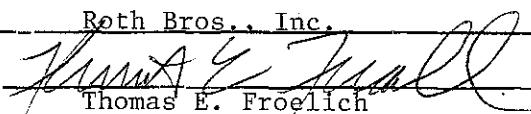
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Roth Bros., Inc.

Authorized Signature:  Date: 1-28-10
Thomas E. Froelich

State of Ohio

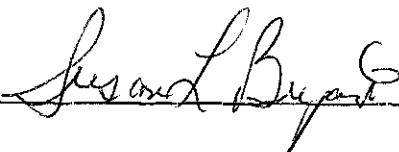
County of Mahoning, to-wit:

Taken, subscribed, and sworn to before me this 28 day of January, 20 10

My Commission expires SUSAN L. BRYANT
NOTARY PUBLIC - STATE OF OHIO, 20

My Commission Expires 10-26-13

AFFIX SEAL HERE

NOTARY PUBLIC 

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001475

Classification:

HEATING, VENTILATING & COOLING
PIPING
ROOFING

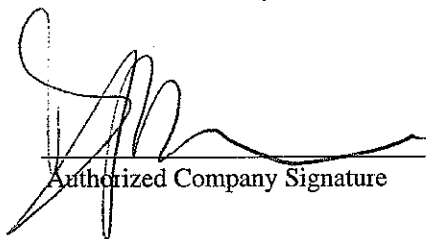
ROTH BROS INC
DBA ROTH BROS INC
3847 CRUM RD
YOUNGSTOWN, OH 44515-0209

Date Issued

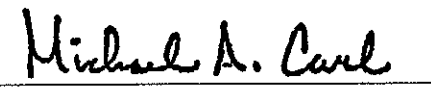
NOVEMBER 14, 2009

Expiration Date

NOVEMBER 14, 2010



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.