



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
 COR61486

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

*701085036 304-347-8820
 OVAL CONSTRUCTION MGT LLC
 PO BOX 401
 CHARLESTON WV 25322

VENDOR

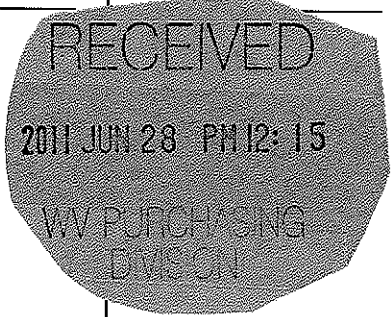
SHIP TO

DIVISION OF CORRECTIONS
 MT. OLIVE CORRECTIONAL
 CENTER
 1 MOUNTAINSIDE WAY
 MT. OLIVE, WV
 25185 304-442-7213

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/19/2011				

BID OPENING DATE: 06/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-96		
<p>***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 06/01/2011 AT 10:00 AM AT THE MOUNT OLIVE CORRECTIONAL CENTER LOCATED AT ONE MOUNTAINSIDE WAY MOUNT OLIVE, WV 25185. ***** VENDORS INTERESTED IN ATTENDING THE MANDATORY PRE-BID MEETING SHOULD PRE-REGISTER WITH TIM WHITTINGTON AT 304-442-7213 OR BY EMAIL TIMOTHY.M.WHITTINGTON.WV.GOV ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. *****</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 06/01/2011 AT 10:00 AM AT THE MOUNT OLIVE CORRECTIONAL COMPLEX LOCATED AT ONE MOUNTAINSIDE WAY MOUNT OLIVE, WV 25185. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 06/08/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST</p>						

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CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATION IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS. EXHIBIT 5 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. NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED						

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<p>IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR FAYETTE COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL</p>						

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<p>FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON 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 ALUMINU</p>						

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<p>GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. 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>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR 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</p>						

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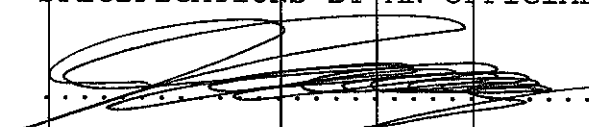
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				MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NOS. :		
				NO. 1 ✓ 6/10/11		
				NO. 2 		
				NO. 3 		
				NO. 4 		
				NO. 5 		
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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>6/28/11DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p>						

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<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <u>OVAL CONSTRUCTION MANAGEMENT, LLC</u></p> <p>CONTRACTORS LICENSE NO.: <u>WV037157</u></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>						

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<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> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>REQ. NO.:-----COR61486-----</p> <p>BID OPENING DATE:-----06/28/2011-----</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>						

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SHIP TO

DIVISION OF CORRECTIONS
 MT. OLIVE CORRECTIONAL
 CENTER
 1 MOUNTAINSIDE WAY
 MT. OLIVE, WV
 25185 304-442-7213

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/19/2011				

BID OPENING DATE: 06/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				(304) 347-8821		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: JAMES R. CARNEY, JR.						
***** THIS IS THE END OF RFQ COR61486 *****					TOTAL:	
					BASE BID	\$ 174,000

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

COR61486 - REQUEST FOR QUOTATIONS

INSTALL FLOW SCREEN WITH BALL BEARING SCREW DRIVE MECHANICALLY CLEANED BAR SCREEN SYSTEM AT MOUNT OLIVE CORRECTIONAL COMPLEX, FAYETTE COUNTY, WV

The Mount Olive Correctional Complex (MOCC), a West Virginia Division of Corrections Facility (DOC), is soliciting quotation for equipment purchase and installation of one (1) flow screen with ball bearing screw drive mechanically cleaned bar screen system.

A mandatory pre-bid conference is scheduled for June 1, 2011 at 10:00 AM at the Mount Olive Correctional Complex. Vendors interested in attending the pre-bid conference need to call and register with the following individual:

Name: Tim Whittington

Phone: 304-442-7213

Email: Timothy.M.Whittington@wv.gov

Vendors quoting this project **SHALL** comply with the below mandatory Specifications:

SPECIFICATION SECTION 11330 – PLUMBING SPECIALTIES – FLOW SCREEN WITH BALL BEARING SCREW DRIVE MECHANICALLY CLEANED BAR SCREEN

PART 1 – GENERAL

1.1 SUMMARY

- A. At Mount Olive Correctional Complex, there was a bar screen system, Mark VIII-A Bar Screen manufactured by Schloss Engineering Equipment, installed around 1994. Since then, the system has been removed and a new system must be installed.
- B. The system was installed in an open concrete structure tank in the ground. The inflow into the tank is the same level as the outflow of the tank. The pipe size is 15". The tank divided into two different sections: the bar screen side and the overflow side. The exterior dimensions of the tank are 112" long X 82" wide with the concrete being 8" thick. The estimated depth of the tank is 81".
- C. The West Virginia Division of Corrections is looking for special equipment for the collection and removal of debris from incoming wastewater by means of a bar screen rack to retain debris, and a traveling, reciprocating rake that removes and elevates the debris to a discharge mechanism.

1.2 SYSTEMS FUNCTIONS AND CAPABILITIES

- A. The equipment removes solids from the process channels.

- B. The saw tooth rake contacts both upstream sides of the angled screen bars for increased solids removal and reduced fat, oil and grease buildup.
- C. The rake is hydraulically actuated by a ball bearing screw drive. Between raking cycles, the rake parks at the bottom of the bar rack to reduce jams caused by sunken debris.
- D. System automatic operation is controlled by a Programmable Logic Controller (PLC) enclosed in an electrical control panel with ergonomically designed controls.
- E. Must include a bar rack, reciprocating rake, and wiper/discharge mechanism.
- F. The electrical control panel is mounted with the hydraulic power unit on a stand, unless otherwise specified.

1.3 SUBMITTALS

- A. Product Data.
- B. Shop Drawings.
- C. Field Test Reports.
 - 1. Provide field test reports of all testing of the bar screen system.
 - 2. Test reports must comply with all federal, state, and local testing requirements and code requirements.
- D. Operating & Maintenance Manuals.
 - 1. Shall be provided that include:
 - a) Equipment description.
 - b) Operation instructions.
 - c) Drawings.
 - d) Maintenance schedules.
 - e) Recommended lubricants.
 - 2. Three (3) copies of complete Operating & Maintenance Manual instructions shall be supplied with the equipment, and include the following sections:
 - a. Mechanical, electrical and hydraulic drawings.

- b. Job Information, product brochures, standard conditions of sale.
- c. Mechanical specifications.
- d. Standard Operating Procedures.
 - 1. Sequence of Operation.
 - 2. Startup, Manual, and Automatic Operation Procedures.
 - 3. High Water Condition Procedure.
 - 4. Shutdown Procedure.
 - 5. Alarms & Troubleshooting.
- e. Maintenance Procedures.
- f. Mechanical Equipment Information.
- g. Electrical Equipment Information.
- h. Hydraulic Equipment Information.
- i. Warranty and Terms Information.
- j. Recommended Spare Parts.

1.4 INDUSTRY STANDARDS (MUST COMPLY)

- A. AISI (American Iron and Steel Institute).
- B. NEMA (National Electrical Manufacturer's Association).
- C. ASTM (American Society for Testing and Materials).
- D. WSC (American Welding Society Code).

1.5 WARRANTY

- A. One (1) year on the complete system including parts and labor.
- B. Minimum requirements of the Manufacturer's warranty on equipment and material.

1.6 SYSTEM INSTALLATION AND STARTUP

- A. Startup procedures shall be performed by an authorized representative.

- B. Detailed installation procedures shall be supplied in the Operating & Maintenance Manual.

1.7 PERMITS

- A. Contractor shall secure and pay for any required permit and for all other permits, governmental fees, and license which are necessary for the proper execution and completion of the work as specified.

PART II - PRODUCTS

2.1 FLOW SCREEN WITH BALL BEARING SCREW DRIVE MECHANICALLY CLEANED BAR SCREEN

- A. Enviro-Care, Inc. Flo-Screen with ball bearing screw drive, or Equal.

2.2 MATERIAL

- A. Bar rack: AISI 304 stainless steel or equal.
- B. Rake, rake arms, and wiper arms: AISI 304 stainless steel or equal.
- C. Side frames: AISI 304 stainless steel or equal.
- D. Ball Screw: Alloy steel, Rockwell C52-56 hardness or equal.

2.3 PERFORMANCE & DESIGN REQUIREMENTS

A. Equipment

1. The reciprocating rake is designed so that it automatically cleans the two upstream sides of the screen bars. The rake remains in the bottom of the bar rack in contact with the bars when it is not cycling. The vertical movement of the rake will be approximately 12 feet per minute, via a ball-screw which is driven by a reversible hydraulic motor. The discharge and home/park positions of the rake are set by intrinsically safe proximity switches, and controlled by the PLC.
2. The teeth on the rake engage and penetrate between the bars, preventing blockage when the rake is cleaning debris from the bars during the up-stroke. Debris is wiped off the rake by a mechanical stainless steel wiper assembly with a synthetic material edge.
3. When the wiping action is completed and the rotation of the ball-screw has been reversed by the PLC and proximity switch, the rake will start the down-

stroke. The linear hydraulic cylinders energize and pull the rake away from the bar rack. When the rake is in the Home position, the hydraulic cylinders reverse, and push the rake back to the park position.

4. If the rake is obstructed during an up-cycle, the system will make two attempts to complete the cycle. If the cycle cannot be completed, a general alarm will be set. If the rake is obstructed during a down-cycle, the system will make four attempts to complete the cycle. If the cycle is not completed, a general alarm will be set. Overload protection is provided in case of obstruction during the up- or down-stroke.
5. The hydraulic motor for the ball-screw drive receives power from a hydraulic power unit.
6. The electrical control panel is mounted with the hydraulic power unit on a stand, unless otherwise specified.

B. Flo-Screen with Ball Screw Drive

1. The entire screen frame, bar rack, rake, rake arms, discharge plate, mounting rails, and brackets will be built from Type 304 stainless steel (except for the ball-screw drive assembly). Fasteners will be Type 304 stainless steel. Welding of all components integral to the product will be done by MIG welding using stainless steel wire.
2. The frame will be constructed from channel and angle stock of adequate thickness so as to provide stability, reliability, and safety of operation.
3. The screen equipment will have integral anchor brackets attached to the side frame for securely mounting the screen to the top of the channel with no channel modifications. No mounting points will be within the channel side walls or floor, unless otherwise specified or where the configuration of the equipment requires other mounting options.
4. The rake guide rollers are contained in channel stock frame structure on each side of the upper bar screen assembly to provide positive rake positioning. The wiper assembly and the ball-screw drive will be mounted on the frame above the top of the channel. The hydraulic motor drive shaft will be coupled to the end of the ball screw via a flex coupling. The rake is driven by the traveling ball bearing nut riding on the ball-screw.
5. With the exception of the rake and rake arms, all moving parts will be above the maximum water surface elevation at peak flow.

C. Components

1. Hydraulic Power Unit

a. Components:

1. Electric Motor: 5HP, 230/480V, 3 Phase, 1.15 SF, TEFC
230 V 3 Phase @ 13.2 Full Load Amps
460 V 3 Phase @ 5.5 Full Load Amps
 2. 10 gallon reservoir fitted with filler breather, oil level gauge, oil temperature gauge with visual thermometer, and low level drain port.
 3. Pressure balanced pump.
 4. Suction strainer, 100 mesh.
 5. Pressure relief valve, adjustable.
 6. Pressure gauge for system pressure.
 7. Control valves.
 8. Return line filter with gauge for flow.
 9. Float switch for low oil level detection.
 10. Pressure switch for rake stall/over-load detection.
- b. The hydraulic unit is shipped with ATF Dexron III Fluid. Temperature constraints may dictate use of substitute oil. The recommended operating temperature is above ambient 38 degrees Fahrenheit (unless otherwise specified).
- c. The electric motor is mounted on the reservoir's top cover and close-coupled to the hydraulic pump mounted inside the reservoir. The power unit supplies the oil at a maximum pressure of 900 psi for driving the hydraulic motor.
- d. 3/8" ID Hydraulic hoses with 37 Degree JIC connectors to connect the power unit to the screw drive motors (2 required) and linear rake cylinders (2 required). The maximum recommended length is 20 feet.
- e. When length is over 20', 1/2" ID Stainless Steel tubing and fittings are recommended. Maximum single run length 100'.

2. Controls

- a. All screen mounted electrical control devices are connected to the control panel through intrinsically safe circuit barriers.
- b. An electric control panel shall be furnished to control and monitor Flo-Screen operations.
- c. The control panel shall meet NEMA standards.
- d. The enclosure assembly shall be rated NEMA 4X.
- e. The control will be pre-wired and factory tested before shipment.
- f. The Flo-Screen system will be designed to receive electrical power from a single branch circuit input connected to terminal lugs located within the control panel. The branch circuit must be provided by the Purchaser, and shall be rated at 5.5 amps at 480 volts three-phase.
- g. The control panel shall provide alarms for the hydraulic power unit. Motor overload, high hydraulic pressure, and low hydraulic fluid level conditions will shut down the control valves and drive motors, and activate the alarm condition and horn sequence. The alarm horn will sound for 3 seconds then stop for one minute to preserve the life of the alarm horn in an unattended facility.
- h. Upon loss and subsequent restoration of power, the alarm horn will sound in 1 second pulses for 1 minute to alert personnel of a restart condition. The individual cycle that was in motion will continue and complete the entire cycle. NOTE: this will only happen should the power fail in the middle of a cycle.
- i. All functional parameters are controlled through a keypad and digital display operator interface located on the front of the control panel. The operator interface consists of a large 2 x 20 backlit LCD display with a 16-button keypad. The operator interface will be programmed with standard operational function and information displays. The PLC logic also contains counters and history features that records system events for troubleshooting.
- j. The PLC is of modular design allowing simple component replacement in the event of a component failure.

- k. The raking frequency can be switched in automatic operation between timed and level (optional). The timed raking cycle frequency is set in the PLC.
- l. If the optional Level System is installed, the unit will run continuously until the condition is corrected. Refer to Optional Equipment (Controls) for further details.
- m. A counter located inside the control cabinet counts the cycles of the system for preventive maintenance and historical data.

D. ALTERNATES OR OPTION

1. Automatic Central Lubrication

- a. This will facilitate the lubrication of all critical points that require lubrication. Intervals are programmed in the PLC.

2. Local Control Station (alternate one (1))

- a. The Local Control Station is suitable for installation in hazardous environments with one "Local-Remote" selector switch (lockable in "Local" position) and one "Rake: Up-Off-Down" selector switch.

3. High Influent Level System (alternate (2))

- a. This system automatically initiates a continuous rake cycle, overriding the interval timer, when a preset high influent channel level is exceeded. When influent level returns to normal, the interval timer resumes automatic operation. It includes a "High Level" indicator lamp mounted on the control panel, and one influent level float that mounts in the influent side of the channel. NOTE: This can also be accomplished with a customer supplied level monitor device.

2.4 SOURCE QUALITY CONTROL

- A. The flow screen shall be factory assembled and tested before shipping.

PART 3 - EXECUTION

3.1 PREPARATION

- A. The mounting points of the channel shall be level and parallel and of proper size.

3.2 LIFTING AND MOVING EQUIPMENT

- A. Lifting points shall be identified on all equipment. A crane of sufficient capacity must be on site for unloading the equipment from the truck and placing in the channel for installation.

3.3 INSTALLATION

- A. Complete installation procedures are included with the unit when it is shipped.
- B. Connect electrical power to control panel and other required areas. Power will be located underneath the location of the old control panel.

3.4 START UP/TRAINING/FIELD QUALITY CONTROL

- A. The initial start-up of will be performed by an authorized representative from the manufacturing company. The authorized representative will verify the proper operation.
- B. Provide training to the equipment operators for one (1) day is to be performed by an authorized representative from the manufacturing company.

3.5 ADJUSTING

- A. Information on minor periodic adjustments is contained in the Operating and Maintenance Manual.

3.6 CLEANING

- A. Information on periodic cleaning is contained in the Operating and Maintenance Manual.

3.7 EVALUATION & AWARD

Evaluation and award will be based on the vendor with the lowest base bid and all of the alternates. The Division of Corrections reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted for the project.

EXHIBIT 10

REQUISITION NO.: COR 61486

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.


.....
SIGNATURE

DUAL CONSTRUCTION MANAGEMENT LLC
.....
COMPANY

6/28/11
.....
DATE

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 Westfield Center, Ohio a corporation organized and existing under the laws of the State of Ohio
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 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
COR61486: Install Flow Screen, Mount Olive Correctional Facility
Fayette County, 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
28th day of June, 20 11.

Principal Corporate Seal

Oval Construction Management, LLC
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
MANAGING MEMBER
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)
[Signature]
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 05/09/07, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752402 00

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, 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, recognizances, undertakings, or other instruments or contracts of suretyship.

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 **09th** day of **MAY** A.D., 2007.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.

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

State of Ohio
County of Medina ss.:

On this **09th** day of **MAY** A.D., 2007, 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 **28th** day of **June** A.D., **2011**



Frank A. Carrino
Frank A. Carrino, Secretary

RFQ # COR61486

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO
INSTALL ONE (1) FLOW SCREEN WITH BALL BEARING SCREW DRIVE
MECHANICALLY CLEANED BAR SCREEN SYSTEM**

MOUNT OLIVE CORRECTIONAL COMPLEX

FAYETTE COUNTY, WV

BID FORM

Bidder's Company Name: OVAL CONSTRUCTION MANAGEMENT, LLC

Bidder's Address: PO Box 401
CHARLESTON, WV 25322

Remittance Address: _____
(If different)

Phone Number: (304) 347-8820

Fax Number: (304) 347-8821

Email Address: Jcarney@ovalconstruction.com

WV Contractor's License Number: WV037157

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

CONTRACT BASE BID: ONE HUNDRED SEVENTY-FOUR THOUSAND DOLLARS

(\$ 174,000.00) (Contract base bid to be written in words and numbers.)

ALTERNATE ONE (1) BID: TWO THOUSAND EIGHT HUNDRED DOLLARS

(\$ 2800.00) (Alternate one (1) bid to be written in words and numbers.)

ALTERNATE TWO (2) BID:

SEVEN HUNDRED FIFTY DOLLARS

(\$ 750.00) (Alternate two (2) bid to be written in words and numbers.)

GRAND TOTAL BID:

ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED FIFTY DOLLARS

(\$ 177,550.00) (Total bid 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.

Failure to use this bid form will result in automatic disqualification.

All bids are to be submitted via mail, hand delivered, or faxed to the following address:

Purchasing Division
2019 Washington Street, East
Charleston, WV 25305

Fax: 304-558-3970

Vendor Information:

Name: QUAL CONSTRUCTION MANAGEMENT, LLC

Address: PO BOX 401

CHARLESTON, WV 25322

Phone No.: (304) 347.8820

Fax No.: (304) 347.8821





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

STATE OF WV

COUNTY OF KANAWHA, TO-WIT:

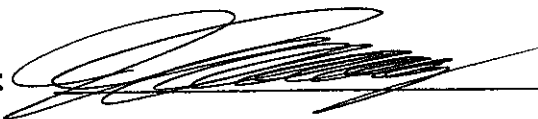
I, JAMES R. CARNEY, JR., after being first duly sworn, depose and state as follows:

- 1. I am an employee of OVAL CONSTRUCTION MANAGEMENT, 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)

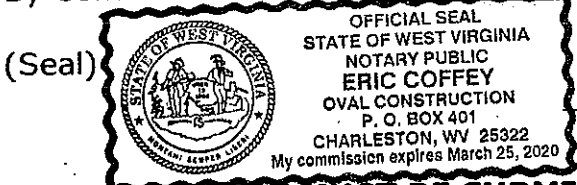
By: 


Title: MANAGING MEMBER

Date: 6/28/11

Taken, subscribed and sworn to before me this 28th day of JUNE 2011.

By Commission expires 3/25/20




(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.

RFQ No. COR61486

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 exceeds 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: DUAL CONSTRUCTION MANAGEMENT, LLC

Authorized Signature: [Signature] Date: 6/28/11

State of WV

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 28th day of JUNE, 20 11.

My Commission expires 3/25/20, 2020

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

