



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
GSD116402

PAGE
1

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

Company INDEPENDENCE EXCAVATING			
Address 5720 E SCHAAF RD			
City INDEPENDENCE	State OH	ZIP 44131	

SHIP TO

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING TWENTY FOUR  
153 WEST MAIN STREET  
CLARKSBURG WV  
26301 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
08/03/2010						
BID OPENING DATE: 08/31/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-32		
DEMOLITION OF CLARKSBURG, BLDG#24, 153 W MAIN ST						
REQUEST FOR QUOTATION (RFQ)						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR THE DEMOLITION OF THE EXISTING JOHN W. DAVIS, STATE OFFICE BUILDING LOCATED AT 153 W. MAIN STREET IN CLARKSBURG, WEST VIRGINIA.						
PROJECT MANUALS AND DRAWINGS MAY BE OBTAINED BY CONTACTING:						
ALPHA ASSOCIATES, INC. 209 PRAIRIE AVENUE MORGANTOWN, WV 26501 PHONE: 304-296-8216 OR VIA WEBSITE AT WWW.ALPHAAEC.COM						
A NON-REFUNDABLE FEE OF \$100.00 IS REQUIRED (SHIPPING NOT INCLUDED)						
A MANDATORY PRE-BID WILL BE HELD ON AUGUST 18, 2010 AT 1:00 PM AT THE SITE LOCATED AT 153 W. MAIN STREET IN CLARKSBURG, WEST VIRGINIA. 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						
RECEIVED 2010 AUG 31 A 10:40 PURCHASING DIVISION STATE OF WV						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>		TELEPHONE 216-524-1700		DATE 8/30/10		
TITLE Vice president		FEIN 34-0938274		ADDRESS CHANGES TO BE NOTED ABOVE		

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



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<p>REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</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>TECHNICAL QUESTIONS, CLARIFICATIONS, AND PRODUCT SUBSTITUTION REQUESTS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS FRIDAY, AUGUST 20, 2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS, CLARIFICATIONS OR PRODUCT SUBSTITUTION REQUEST RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Krista Ferrell</i>		TELEPHONE 206-524-1700		DATE 8/30/10		
TITLE Vice President		FEIN 34-0938274		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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. 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.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **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.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
  14. **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>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>THE PURCHASING DIVISION AFTER THE DEADLINE FOR TECHNICAL QUESTIONS HAS LAPSED.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 165 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. (120-SUBSTANTIAL COMPLETION, 45-FINAL COMPLETION). THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP 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 MONONGALIA 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</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>		TELEPHONE 206-524-1700		DATE 8/30/10		
TITLE Vice President		FON 34-0938274		ADDRESS CHANGES TO BE NOTED ABOVE		

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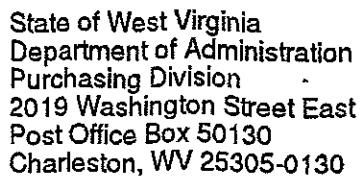
RFQ COPY

TYPE NAME/ADDRESS HERE

DEPARTMENT OF ADMINISTRATION  
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<p>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.FOR INSURANCE LIMITS PLEASE SEE PROJECT MANUAL.</p> <p>(XX) 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 B 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 TH 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>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>		TELEPHONE 216-524-1700		DATE 8/30/10		
TITLE Vice President		FEIN 34-0938274		ADDRESS CHANGES TO BE NOTED ABOVE		

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BID OPENING DATE:	08/31/2010	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
( )	MAINTENANCE BOND:	A TWO (2) YEAR	MAINTENANCE BOND			
	COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF					
	THE SUCCESSFUL VENDOR.					
	REV. 11/00					
	EXHIBIT 7					
	DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS					
	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.					
	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.					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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TITLE Vice President	FEIN 34-0938274	ADDRESS CHANGES TO BE NOTED ABOVE	

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<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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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TITLE Vice President		FAX 34-0938274		ADDRESS CHANGES TO BE NOTED ABOVE		

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<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> <table><tr><td>NO. 1</td><td>8/19/2010...</td></tr><tr><td>NO. 2</td><td>8/26/2010...</td></tr><tr><td>NO. 3</td><td>8/26/2010...</td></tr><tr><td>NO. 4</td><td>8/27/2010...</td></tr><tr><td>NO. 5</td><td>.....</td></tr></table> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>							NO. 1	8/19/2010...	NO. 2	8/26/2010...	NO. 3	8/26/2010...	NO. 4	8/27/2010...	NO. 5	.....
NO. 1	8/19/2010...															
NO. 2	8/26/2010...															
NO. 3	8/26/2010...															
NO. 4	8/27/2010...															
NO. 5	.....															
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SIGNATURE <i>Krista Ferrell</i>		TELEPHONE 216-524-1700		DATE 8/3/10												
TITLE Vice President		FEIN 41-0938274		ADDRESS CHANGES TO BE NOTED ABOVE												

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<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>INDEPENDENCE EXCAVATING, INC. ....COMPANY</p> <p>AUGUST 30, 2010 .....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: INDEPENDENCE EXCAVATING, INC. ....</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
Vice President		216 524-1700		8/30/10		
FEIN		ADDRESS CHANGES TO BE NOTED ABOVE				
34-0938274						

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



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
GSD116402

PAGE
9

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING TWENTY FOUR  
153 WEST MAIN STREET  
CLARKSBURG WV  
26301 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/03/2010				

BID OPENING DATE: 08/31/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS LICENSE NO.: .WY041715.....</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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	216-524-1700	8/30/10
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
Vice president	34-0938274	

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



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
GSD116402

PAGE
10

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

RFQ COPY  
TYPE NAME/ADDRESS HERE

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING TWENTY FOUR  
153 WEST MAIN STREET  
CLARKSBURG WV  
26301 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
08/03/2010						
BID OPENING DATE: 08/31/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: KRISTA FERRELL-FILE 21						
REQ. NO.: GSD116402						
BID OPENING DATE: AUGUST 31, 2010						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
216 524 1701						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
RICHARD M. DIGERONIMO						
***** THIS IS THE END OF RFQ GSD116402 ***** TOTAL: _____						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>[Signature]</i>		TELEPHONE 216-524-1700		DATE 8/30/10		
TITLE Vice President		FEIN 34-0938274		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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. 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.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **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.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
  14. **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>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

State of West Virginia  
General Services Division

State Office Building-Clarksburg, WV  
Demolition of John W. Davis Building  
Project No. GSD 116402

## Proposal Form

State of West Virginia – General Services Division  
State Office Building-Clarksburg, WV  
Demolition of John W. Davis Building

Project No. GSD 116402

Name of Bidder: INDEPENDENCE EXCAVATING, INC.

The undersigned, hereinafter called Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

Base Bid:

NINE HUNDRED FOUR THOUSAND NINE HUNDRED FIFTY DOLLARS  
AND NO CENTS (\$ 904,950.00)  
(Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within the specified time period following issuance 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 specified in the Contract Documents.

No work shall be performed prior to issuance of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the issuance of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

State of West Virginia  
General Services Division

State Office Building-Clarksburg, WV  
Demolition of John W. Davis Building  
Project No. GSD 116402

**Signature of Bidder:**

Name of Firm: INDEPENDENCE EXCAVATING, INC

Address: 5720 SCHAAF RD.

City/ State/ Zip INDEPENDENCE, OH 44131

Phone No. (216) 524-1700

Fax No. (216) 524-1701

By: RICHARD M. DIGERONIMO - VICE PRESIDENT

Signature:   
(In colored Ink)

Signed and Sealed this 30<sup>th</sup> day of AUGUST, 20 10

**Addenda:**

The undersigned acknowledges receipt of the following Addenda covering revisions to the Drawings, Specification and Bidding Documents. The cost, if any, of such revisions is included in the prices quoted.

Addendum No. <u>1</u>	, Dated <u>8/19/10</u>
Addendum No. <u>2</u>	, Dated <u>8/26/10</u>
Addendum No. <u>3</u>	, Dated <u>8/26/10</u>
Addendum No. <u>4</u>	, Dated <u>8/27/10</u>
Addendum No. _____	, Dated _____
Addendum No. _____	, Dated _____

**Contractor's License:**

West Virginia Contractor's License No. WV041715

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: 6SD116402

Date: 8/18/2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Mail / Lyons Exc. &amp; Hauling Inc</u>
Firm Address:	<u>PO Box 669</u> <u>Chickburg WV 26302</u> <u>Physical 1069 West Pittst. 26301</u>
Representative Attending:	<u>Jim Lyons</u>
Phone Number:	<u>304 624 6418</u>
Fax Number:	<u>304 624 1547</u>
Email Address:	<u>PLEASE READING @Frontier: Com</u>

Firm Name:	<u>Waco Inc</u>
Firm Address:	<u>128 Sandy Hill Lane Suite 5</u> <u>Linchester VA 22602</u>
Representative Attending:	<u>Stinson Myers</u>
Phone Number:	<u>540 323 1607</u>
Fax Number:	<u>540 535 7250 / 540 434 2553</u>
Email Address:	<u>Smyers@waco-inc.net</u>

Firm Name:	<u>Empire Builders Inc.</u>
Firm Address:	<u>101 Empire Lake Drive</u> <u>Parkersburg WV 26101</u>
Representative Attending:	<u>Mark Keeney - Rusty Adams</u>
Phone Number:	<u>304-422-1637</u>
Fax Number:	<u>304-422-1066</u>
Email Address:	<u>wvpatches@yahoo.com</u>

Firm Name:	<u>Solo Crane Inc</u>
Firm Address:	<u>194 West Park Ave</u> <u>Wetmore WV 26501</u>
Representative Attending:	<u>Steve Solomon</u>
Phone Number:	<u>304-328-5880</u>
Fax Number:	<u>304 296 4971</u>
Email Address:	

Firm Name:	<u>ADVANCED BUILDERS INC.</u>
Firm Address:	<u>PO Box 684</u> <u>Pearyopolis PA 15473</u>
Representative Attending:	<u>ED MUNDY c/o Chris Foster</u>
Phone Number:	<u>784.929.5351</u>
Fax Number:	<u>724-929-9480</u>
Email Address:	<u>efoster@diversifiedcsg.com</u>

Firm Name:	<u>DRE &amp; ASSOCIATES CONTRACTING, INC</u>
Firm Address:	<u>900 HARRY TRUMAN PARKWAY</u> <u>Bay City, Michigan 48706</u>
Representative Attending:	<u>MIKE GREEN</u>
Phone Number:	<u>989-684-8358</u>
Fax Number:	<u>989-684-6663</u>
Email Address:	<u>M.K.GREEN 346@comcast.net</u>

PRE-BID CONFERENCE  
SIGN IN SHEET

4/ Krista Ferrell WV State Purchasing Division

Fax: 304-558-4115  
Request for Quotation Number: 650 116402

Date:

8/18/2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	Rob Kilpatrick WV Dept of Admin-650
Firm Address:	
Representative Attending:	
Phone Number:	(714) 558-0250
Fax Number:	(304) 558-1475
Email Address:	rob.kilpatrick@wv.gov

Firm Name:	WV-650
Firm Address:	
Representative Attending:	Robert Hume
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Bosley Const.
Firm Address:	1 Bosley Ave P.O. Box 26101
Representative Attending:	
Phone Number:	604/422-0096
Fax Number:	304-422-0414
Email Address:	

Firm Name:	Reclaim Company
Firm Address:	P.O. Box 8162 Fairmont WV 26555
Representative Attending:	
Phone Number:	R.S. Williams 304-366-7070
Fax Number:	RS@ReclaimCo.com
Email Address:	

Firm Name:	Firth Environmental LLC
Firm Address:	122 Seaba Run Rd. Mount Clare, WV-21048
Representative Attending:	
Phone Number:	Stanley Firth 304-622-6952
Fax Number:	304-622-8545
Email Address:	firthenv@wvconnect.com

Firm Name:	AMT
Firm Address:	192 West Del Rio Fairmont WV 26555
Representative Attending:	
Phone Number:	Jeffrey 800-292-1651
Fax Number:	296-3258
Email Address:	AMT.WV@AMT-Logg.com





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
GSD116402

PAGE
1

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

V  
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\*528101228 216-524-1700  
INDEPENDENCE EXCAVATING INC  
5720 SCHAAF ROAD  
INDEPENDENCE OH 44131

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DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING TWENTY FOUR  
153 WEST MAIN STREET  
CLARKSBURG WV  
26301 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2010				

BID OPENING DATE:

08/31/2010

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:.						
1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST, AND						
2.) ADD THE BELOW LANGUAGE TO THE ORIGINAL REQUEST FOR QUOTATION (RFQ).						
"THE FACILITY WILL BE OPENED BY THE AGENCY ON WEDNESDAY AUGUST 25, 2010 FROM 1:00PM TO 4:00 PM FOR ANY ADDITIONAL SITE VISITATION. PLEASE BE REMINDED THAT VENDORS MUST SUBMIT ALL TECHNICAL QUESTIONS IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL REQUEST FOR QUOTATION (RFQ), GSD116402. NO VERBAL REPRESENTATIONS PROVIDED AT THIS MEETING ARE VERBALLY BINDING. THIS VISITATION IS PROVIDED FOR INSPECTION ONLY AND ANY STAFF PRESENT ARE AVAILABLE TO ALLOW BUILDING ACCESS ONLY."						
BID OPENING DATE REMAINS: 08/31/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	216-524-1700	8/30/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	34-0938274	

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

# PRE-BID CONFERENCE SIGN IN SHEET

2

Request for Quotation Number:

610 116402

Date:

8/18/2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	Green River Group LLC
Firm Address:	Pc Box 18039 (530 Ashbrook St), Morgantown, WV 26507
Representative Attending:	Tracy Smith
Phone Number:	304-594-3991 ext. 15
Fax Number:	304-594-3992
Email Address:	tracy.smith@grgllc.com

Firm Name:	JF Allen Co
Firm Address:	P.O. Box 2049 Buckhannon WV 26201
Representative Attending:	James Allen
Phone Number:	304 472 8896
Fax Number:	304 472 8897
Email Address:	James.Allen@JFAllenCo.com

Firm Name:	BRATMAN CONSTRUCTION CORP.
Firm Address:	1000 JOHN ROBBING WAY Saxonburg PA 16056
Representative Attending:	KARL RUCKER
Phone Number:	724-443-1533
Fax Number:	724-352-1771
Email Address:	

Firm Name:	Abraham Inc
Firm Address:	476 Forest Ave West Homestead PA 15120
Representative Attending:	Jim Smith
Phone Number:	412-462-7440
Fax Number:	412-462-6337
Email Address:	SAI@sa Smith@abrahaminc.com

Firm Name:	Independence Exchange, Inc.
Firm Address:	5720 Shaw Rd Independence, OH 44131
Representative Attending:	Don Digravino
Phone Number:	216-446-3436
Fax Number:	3437
Email Address:	addig@indydemo.com

Firm Name:	Precision Environmental Co.
Firm Address:	6500 Old Brecksville Rd. Independence OH 44131
Representative Attending:	Dave Del Regno
Phone Number:	216 642-6040
Fax Number:	216 642-6041
Email Address:	addelregno@precision-env.com

# PRE-BID CONFERENCE SIGN IN SHEET

Request for Quotation Number:

602116408

Date:

8/18/2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO  
MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	JASON FRAZIER
Firm Address:	117 CACHMAN ST EDIMONT WY 26654
Representative Attending:	Allegbany Envisionmetals
Phone Number:	(304) 692-8636
Fax Number:	(304) 291-2899
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

AUG. 27. 2010 11:25AM

WV DIV OF PURCH

NO. 9809 P. 1/15



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  
GSD116402

PAGE  
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

KRISTA FERRELL  
304-558-2596

\*528101228 216-524-1700  
INDEPENDENCE EXCAVATING INC  
5720 SCHAAF ROAD

INDEPENDENCE OH 44131

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING TWENTY FOUR  
153 WEST MAIN STREET  
CLARKSBURG WV  
26301 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/27/2010				

BID OPENING DATE: 08/31/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM NO. 4</p> <p>THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED INFORMATION INADVERTANTLY OMITTED FROM ADDENDUM NO. 2.</p> <p>BID OPENING DATE REMAINS: 08/31/2010 BID OPENING TIME REMAINS: 1:30 PM</p> <p>***** END ADDENDUM NO. 4 *****</p>						
0001	1	LS		968-32		
DEMOLITION OF CLARKSBURG, BLDG#24, 153 W MAIN ST						
***** THIS IS THE END OF RFQ GSD116402 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Rick D. Co</i>		TELEPHONE 216-524-1700	DATE 8/30/10
TITLE VICE PRESIDENT		FEIN 34-0938274	ADDRESS CHANGES TO BE NOTED ABOVE

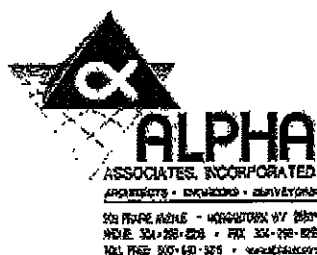
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. 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.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **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.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
  14. **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>.
  15. **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, and the West Virginia Insurance Commission. 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.
  16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



RFQ GSD 116402  
Clarksburg State Office Building  
Technical Bulletin No.1

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**Demolition of Clarksburg, Bldg. #24, 153 W. Main Street**

RFQ No. GSD 116402  
AAJ PROJECT NO. 0810123.00

TO ALL BIDDERS:

**1.0 GENERAL NOTES:**

- 1.01 This Addendum is part of the Contract Documents for the Project.
- 1.02 Acknowledge receipt of this Addendum on the Form of Proposal in the space provided. Failure to do so may be cause for rejection of bid.
- 1.03 The bid date remains unchanged.
- 1.04 A mandatory Pre-Bid Conference was held on August 18, 2010. Copies of the Pre-Bid Conference Minutes are appended to this Addendum.

**2.0 CORRECTIONS/ADDITIONS TO THE PROJECT MANUAL DATED July 23rd, 2010**

- 2.01 Section 015000-Temporary Facilities and Controls; 1.3 Use Charges  
OMIT: D. Electric Power Service: "Pay electric-power-service-use charges...for construction operations."  
ADD: "The owner will allow the temporary use of electric service that is currently operational by the successful bidder, at no charge. Once owner turns building over to the contractor, the existing utility maintenance is the responsibility of the contractor, any upgrades to the service that are needed for operation of contractor's equipment is the responsibility of the contractor."
- 2.02 Section 015000-Temporary Facilities and Controls; 3.4 Preparation, Termination, and Removal;

OMIT: D. Termination and Removal: Remove each temporary facility when need for its service has ended, "when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion." ..... "Repair damaged Work, clean exposed



Technical Bulletin No. 1  
August 23, 2010

surfaces, and replace construction that cannot be satisfactorily repaired."

**OMIT:** "2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

2.03 **OMIT:** Section 024116-Structure Demolition as bound in Project Manual.

**ADD:** Revised Section 024116-Structure Demolition as attached. Highlighted items indicate modifications.

2.04 **OMIT:** Section 024213 Reclamation of Acoustical Ceiling Panels

**NOTE:** Acoustical Ceiling tile reclamation shall not be part of this project.

Issued August 23, 2010  
Alpha Associates, Incorporated

  
Rebecca Jean Key, AIA



Clarksburg State Office Building  
Phase 1-Demolition Pre-Bid Meeting

Demolition of Clarksburg, Bldg. #24, 153 W. Main Street

RFQ No. GSD 116402  
AAI PROJECT NO. 0810123.00

Meeting Minutes

**MANDATORY PRE-BID FOR GENERAL CONTRACTORS**

DATE: August 19, 2010  
FROM: Rebecca Key *R. Key*

LOCATION: Clarksburg State Office Building,  
August 18, 2010 Approximately 1:00 PM

ATTENDEES: Sign in sheet has previously been distributed.

DISTRIBUTION: To all plan holders of record, Pre-Bid Attendees and Depositories

PB-01 **Introductions:**  
Robert Krause, WVGSD, introduced Bob Kilpatrick, also of the WVGSD representing the procurement division. Also in attendance from Alpha Associates, Inc. was Rebecca Key, project architect; Charlie Luftrell, project structural engineer; and Alex Hall, project construction coordinator. Julie Szymanek, was representing Triad Engineering.

PB-02 Contract Administration and procurement rules were reviewed by Bob Krause and Bob Kilpatrick.  
Bid Due Date: August 31, 2010  
Last Day for questions: Friday, August 20, 2010  
Address questions in writing to: Krista Ferrell, contact information is contained in the RFQ.  
Construction time period: NTP 120 days to substantial, 45 days to final.





Pre-Bid Meeting  
August 18, 2010

- 
- PB-03**      **Project Description:**
1. Demolition and site restoration of a six storey existing former hotel/office building. Building is pre-cast plank.
  2. Building and building components are to be salvaged, reused, recycled and removed utilizing sustainable methods and documented in accordance with LEED certification for credit MR-2.
  3. Hazardous material is present and will be removed with approved abatement procedures under the same contract. Refer to Asbestos Inspection Report dated October 2009.
  4. Building is approximately 70k-75k sq. ft.
  5. Recycling is part of the project; however, the asbestos may negate the recycling of the ceiling tile. Look to future addenda for a determination.
- PB-04**      **City Requirements:**  
City License may be obtained at [www.cityofclarksburgwv.com](http://www.cityofclarksburgwv.com) under the Finance Dept.  
Demolition Permit must be obtained as well as street and sidewalk closures. They may be obtained from the Code Enforcement Office, Adam Barberio or Dorina Hill at 304-624-1033. They are located at 222 W. Main Street. Permit fee must be paid.  
City B & O tax must be paid at 2%.
- PB-05**      **Hazardous Materials Report:** Julie Szymanek gave a brief overview of the Hazardous Materials report that is part of the project manual.
- PB-06**      **Description of Structure & Cautions.** Charlie Luffrell gave a brief physical description of the building. There are no existing original drawings of the building. Review the drawings to determine the extent of concrete slab to remain in the building.  
Implosion is not allowed, building to be brought down by mechanical means.
- PB-07**      **Description of LEED Documentation.** Section 017419 describes in detail how to keep track of Demolition waste. Every effort must be made to divert the construction waste from a landfill. However, the products that are diverted must be documented and accounted for and be disposed of in a legal manner.
- PB-08**      **Questions**  
Q.: Are utilities on, electric and water, and available for the contractor's use?  
A.: They can be turned on, see Temporary Facilities Section.  
Q.: Is air monitoring by General Contractor?



Pre-Bid Meeting  
August 18, 2010

- 
- A.: Yes, all third party inspections are by GC.
- Q.: What about mercury ballasts?
- A.: All hazardous materials are to be removed and disposed of according to regulations in place, by the general contractor.
- Q.: Was caulking at exterior of windows tested for asbestos?
- A.: Materials tested are listed in the report. If other non-tested material is found that may have asbestos, then the testing and removal will be performed by the General Contractor. Please see the report.

STATE OF WEST VIRGINIA  
GENERAL SERVICES DIVISION

STATE OFFICE BUILDING - CLARKSBURG, WV  
DEMOLITION PROJECT  
PROJECT NO. GSD 116402

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## SECTION 024116 - STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of buildings.
2. Abandoning in-place and removing below-grade construction.
3. Disconnecting, capping or sealing, abandoning in-place and removing site utilities.
4. Salvaging items for reuse by Owner.

B. Related Sections:

1. Division 01 Section "Summary" for use of the premises and phasing requirements.
2. Division 01 Section "Construction Progress Documentation" for preconstruction photographs taken before building demolition.
3. Division 31 Section "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

#### 1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage.
- C. Recycle: Recovery of demolition waste for subsequent processing in preparation for reuse.

#### 1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

#### 1.5 SUBMITTALS

- A. Qualification Data: For qualified refrigerant recovery technician.

STATE OF WEST VIRGINIA  
GENERAL SERVICES DIVISIONSTATE OFFICE BUILDING - CLARKSBURG, WV  
DEMOLITION PROJECT  
PROJECT NO. GSD 116402

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- B. Proposed Protection Measures: Submit informational report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and for noise control. Indicate proposed locations and construction of barriers.
1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain.
- C. Schedule of Building Demolition Activities: Indicate the following:
1. Detailed sequence of demolition work, with starting and ending dates for each activity.
  2. Temporary interruption of utility services.
  3. Shutoff and capping of utility services.
- D. Inventory: Submit a list of items to be removed and salvaged prior to start of demolition.
- E. Pre-demolition photographs or video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Provide copies of these photographs or videos to the Architect prior to beginning the Work.
- F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- G. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

## 1.6 QUALITY ASSURANCE

- A. The demolition contractor shall have a minimum of five years of experience removing multi-story structures of similar size and scope. The demolition contractor shall provide a list of at least five similar projects at the time the project bid is submitted.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.
- E. Pre-demolition Conference: Conduct conference at the project site.
1. Inspect and discuss condition of construction to be demolished.
  2. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
  3. Review and finalize protection requirements.



STATE OF WEST VIRGINIA  
GENERAL SERVICES DIVISION

STATE OFFICE BUILDING - CLARKSBURG, WV  
DEMOLITION PROJECT  
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## PART 2 - PRODUCTS

## 2.1 SOIL MATERIALS

- A. **Satisfactory Soils:** Comply with requirements in Division 31 Section "Earth Moving."

### PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting demolition operations.
- B. Review Project Record Documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.
- C. Engage a professional engineer to perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
  - 1. Steel Tendons: Locate tensioned steel tendons and include recommendations for de-tensioning.
- D. Verify that hazardous materials have been remediated before proceeding with building demolition operations.

### 3.2 PREPARATION

- Refrigerant ~~\_\_\_\_\_~~ Remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction before starting demolition. ~~\_\_\_\_\_~~
- B. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
1. Verify that all utilities have been shut off. Arrange to shut off any utilities not already shut off with the utility companies.
  2. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
  3. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
- C. Temporary and Permanent Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.

STATE OF WEST VIRGINIA  
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DEMOLITION PROJECT  
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1. Strengthen or add new supports where indicated or when required during progress of demolition.

### 3.3 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition operations.
  1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
  2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
    - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated. Comply with requirements in Division 01 Section "Temporary Facilities And Controls."
  1. Protect adjacent buildings and facilities from damage due to demolition activities.
  2. Protect existing site improvements, appurtenances, and landscaping to remain.
  3. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  4. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
  5. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

### 3.4 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
  1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  2. Maintain fire watch during and for at least 2 hours after flame cutting operations.
  3. Maintain adequate ventilation when using cutting torches.
  4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

STATE OF WEST VIRGINIA  
GENERAL SERVICES DIVISIONSTATE OFFICE BUILDING - CLARKSBURG, WV  
DEMOLITION PROJECT  
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- B. **Engineering Surveys:** During demolition, perform surveys to detect hazards that may result from building demolition activities.
- C. **Site Access and Temporary Controls:** Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
  2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

### 3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. **Salvage or Recycling:** Items to be removed and salvaged are indicated below:



STATE OF WEST VIRGINIA  
GENERAL SERVICES DIVISIONSTATE OFFICE BUILDING - CLARKSBURG, WV  
DEMOLITION PROJECT  
PROJECT NO. GSD 116402

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- a. Concrete and steel reinforcing.
- b. Doors and frames.
- c. Door hardware.
- d. Acoustical tile and panels.
- e. Carpet.
- f. Cabinets.
- g. Plumbing fixtures.
- h. Copper wiring.
- i. Brick.
- j. Lighting Fixtures.
- k. Miscellaneous metals or structural steel.
- l. Aluminum curtain wall and window framing material.

- D. Below-Grade Construction: Abandon foundation walls and other below-grade construction as indicated on the contract drawings. Cut below-grade construction flush with grade. Permanently brace existing basement walls to remain as indicated.
- E. Existing Utilities: Abandon existing below grade utilities and below-grade utility structures. Cut utilities flush with grade.

## 3.6 SITE RESTORATION

- A. Below-Grade Areas: Fill below-grade areas and voids resulting from building demolition operations as indicated on the contract drawings with recycled pulverized concrete or recycled pulverized masonry according to backfill requirements in Division 31 Section "Earth Moving."

## 3.7 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

## 3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved landfill acceptable to authorities having jurisdiction. See Division 01 Section "Construction Waste Management and Disposal" for recycling and disposal of demolition waste.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

- B. Do not burn demolished materials.

STATE OF WEST VIRGINIA  
GENERAL SERVICES DIVISION

STATE OFFICE BUILDING - CLARKSBURG, WV  
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3.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

1. Clean roadways of debris caused by debris transport.

END OF SECTION 024116

State of West Virginia  
General Services Division

State Office Building-Clarksburg, WV  
Demolition of John W. Davis Building  
Project No. GSD 116402

References:

Reference No 1: Date of Project: 10/15/08 - 12/31/08  
Reference Name: MICHAEL MOIDEL DOB 8/30/10  
Position: PROJECT MANAGER - CJBETTERS  
Address: 3468 Broadhead Rd Suite 7, Monaca, PA 15061  
Telephone Number: 724-773-0444  
Project Name & Owner: TORONTO POWER STATION DEMO - FIRST ENERGY  
Project Location: TORONTO, OHIO  
Project Description: Demolition of 650' Exhaust stack, Transfer towers, storage tanks  
11 - 230,000 GL STEAM BOILERS

Reference No 2: Date of Project: APRIL 2004 - 2009  
Reference Name: MICHAEL McCULLOUGH  
Position: SPECIAL PROJECTS ENGINEER  
Address: 100 PENNSYLVANIA AVE WEIRTON, WV 26062  
Telephone Number: 304-797-2398  
Project Name & Owner: Arceelor Mittal steel Demo  
Project Location: WEIRTON, WV  
Project Description: DEMO & Abatement of Sinter plant, Coke plant, Pickle tanks  
3 Numerous Storage tanks

Reference No 3: Date of Project: NOV 2008 - JULY 2010  
Reference Name: RON LAWSON  
Position: PROJECT MANAGER  
Address: 9500 EUCLID AVE, Cleveland, OH 44145  
Telephone Number: 216-444-6680  
Project Name & Owner: CLEVELAND CLINIC Q & Q GARAGE DEMO  
Project Location: CLEVELAND, OH - CLINIC MAIN CAMPUS  
Project Description: DEMOLITION OF A 5 STORY PARKING STRUCTURE



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

WV PURCHASING ACA SECT Fax 304-558-4115

Aug 26 2010 01:38pm P001/007

# Request for Quotation

REQ NUMBER

GSD116402

PAGE

1

ADDRESS CORRESPONDENCE TO ATTENTION FOR

KRISTA FERRELL  
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING TWENTY FOUR  
153 WEST MAIN STREET  
CLARKSBURG WV  
26301 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
08/26/2010						
BID OPENING DATE: 08/31/2010		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO PROVIDE CLARIFICATIONS AND ANSWERS TO TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS FOR TECHNICAL QUESTIONS IN THE ORIGINAL RFQ (GSD116402).						
BID OPENING DATE REMAINS: 08/31/2010						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		968-32		
DEMOLITION OF CLARKSBURG, BLDG#24, 153 W MAIN ST						
***** THIS IS THE END OF RFQ GSD116402 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE

*Rick DiG*

TELEPHONE

216-524-1700

DATE

8/30/10

TITLE

VICE PRESIDENT

FBN

34-0938274

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. 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.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **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.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
  14. **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>.
  15. **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, and the West Virginia Insurance Commission. 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.
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- 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 material, 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.

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5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



RFQ GSD 116402  
Clarksburg State Office Building  
Technical Bulletin No.2

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**Demolition of Clarksburg, Bldg. #24, 153 W. Main Street**

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RFQ No. GSD 116402  
AAI PROJECT NO. 0810123.00

TO ALL BIDDERS:

**1.0 GENERAL NOTES:**

- 1.01 This Addendum is part of the Contract Documents for the Project.
- 1.02 Acknowledge receipt of this Addendum on the Form of Proposal in the space provided. Failure to do so may be cause for rejection of bid.
- 1.03 The bid date remains unchanged.
- 1.04 A mandatory Pre-Bid Conference was held on August 18, 2010.

**2.0 CORRECTIONS/ADDITIONS TO THE PROJECT MANUAL DATED July 23rd, 2010**

- 2.01 Section 015000-Temporary Facilities and Controls, 2.2 Temporary Facilities,  
**OMIT: B. 1: ...."including file cabinets, plan tables, plan racks, and bookcases."**  
**OMIT: B.2: ...."Provide electrical power service and 120V-ac duplex receptacles, with no fewer than one receptacle on each wall."...."and 4 foot square tack and marker boards."**  
**OMIT: "B.3: Drinking water and private toilet."**  
**OMIT: "B.4: Coffee machine and supplies."**
- 2.02 Section 015000-Temporary Facilities and Controls, 3.2 Temporary Utility Installation, G. Telephone Service  
**MODIFY TO READ: "Provide telephone service that enables the owner, architect and contractor's home office to contact the field superintendant on site. Provide emergency telephone service for personnel on site, through cellular service or other means."**



Technical Bulletin No. 2  
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**OMIT:** G.1 At each "telephone"...

**ADD:** G.1 At each "field office"...

**2.03** ~~Section 024116: Structure Demolition, 3.5, Demolition by Mechanical Means; Para. B.~~

**ADD:** Remove debris...., or other device, "including a properly equipped demolition excavator or other mechanical equipment", that will convey debris to grade level in a controlled descent.

**ADD:** "B.2. No people shall be allowed inside the building during structural demolition."

### **3.0 TECHNICAL QUESTIONS AND ANSWERS**

#### **3.01 Is Temporary Office Required?**

Yes, large enough to accommodate progress meetings at site. Building, itself may be used for pre-demolition conference. See modification to article 2.2 in section 2.01 above.

#### **3.02 3.2 Page 015000-3 Temporary Utilities-the building currently has electricity. Why put in temporary electricity? The current electricity could be until the abatement is complete then disconnected prior to demolition is this possible?**

Yes, see Item 2.01 in Technical Bulletin No.1

#### **3.03 6 on same page-install 2 telephones? (everyone has a phone) Are 2 offices required with a Telephone in each?**

See modification to article 3.2 in item 2.02 above.

#### **3.04 Page 150000-5 belongs in another spec.book. How does this apply to this job?**

See modification to article 3.4 in item 2.02 of Technical Bulletin No.1.

#### **3.05 Page 174199-7(I) can this be disposed of as scrap iron? Why separate by type and size?**

You may recycle as scrap iron, however, there could be value to separation, check with your recycler.



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August 24, 2010

3.06 If the demo debris and salvageable material are the property of contractor as the spec's say, can he do what he wants with it?

You may not stockpile or dispose of material illegally. You must provide receipts and documentation for the donated, sold or stored and salvaged material.

3.07 Is the purpose of this specification to generate paperwork? If so, could this be part of the President's back to work program?

The purpose of the specification is to comply with methods identified that will assist the State of WV in obtaining credits to achieve a LEED Silver award for the building that will eventually be built on this site. The diverting of construction and demolition waste from landfills is part of that credit.

3.08 Will the contractor be allowed to work weekends?

Yes, however, the State of WV wants to be a good neighbor to the Church next door and not have any unwelcome disruption during Church Services.

3.09 Are 2 shifts possible?

Yes.

3.10 Is a professional engineer's assessment necessary prior to demolition?

Yes, the professional engineer is required to identify any potentially dangerous structural elements and to assist the contractor to determine means and methods for safe removal of the building. (See Section 024116, Part 3, Article 3.1.C. )

3.11 024116-6 Section 3.5 Paragraphs A & B. These statements indicate to me that the building is to be Removed one (1) floor at a time with top floor first by hand (if chutes are used someone needs to put the material in the chute it ids to be lowered someone needs to hook it up) My question- Can the building be torn down with an excavator from the top to the bottom starting at one end and going to the other all floors at the same time- No hook-ups-No chutes-No people in or on the building?





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August 24, 2010

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Top down removal is required. Staging and sequencing of removal is the responsibility of the contractor and their engineer. An Excavator may be utilized to remove debris from upper floors in a controlled manner. Under no circumstances should people be present in the building during the structural demolition of the building. See 2.03 above.

- 3.12 What is the State and/or architect's liability if someone is injured using the above means and methods?

The means and methods of demolition and construction are the responsibility of the contractor and their engineer. Liability Insurance for the contractor is discussed elsewhere in the project manual.

- 3.13 Please clarify; are the existing acoustical ceiling tiles to be recycled where asbestos is located above and also where it is not?

Section 024213 Reclamation of Acoustical Ceiling Tiles has been omitted. See item 2.04 of Technical Bulletin No.1.

- 3.14 Please clarify the location of the asbestos glazing. Is the glazing that is positive for asbestos only located where the glass panes meet the metal frame, and not where the window has been sealed to the masonry opening?

The gray glazing sealant was tested, not the exterior caulking at the masonry. The contractor should either assume the exterior caulking is ACM and treat it the same way as the gray glazing material, or sample and test on their own to determine the best way of removal.

- 3.15 Will the elevator be operational and available for use during abatement and recycling activities?

The elevator has not been in service for some time. If the contractor chooses to use it, they shall be responsible for obtaining all inspections and service to make it operational for the term of the project, at no additional cost to the owner.



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3.16 Will the owner be providing the third party monitoring for this project?

The Contractor shall be responsible for all third party testing.

3.17 Is the removal and disposal of PCB ballasts, mercury switches and bulbs included in this project?

Yes, all hazardous material removal is the responsibility of the contractor.

**THIS IS THE LAST OF QUESTIONS RECEIVED FOR RFQ GSD 116402**

Issued August 24, 2010  
Alpha Associates, Incorporated

  
Rebecca Jean Key, AIA



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

# Request for Quotation

RFQ NUMBER  
GSD116402

PAGE  
1

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

RT COPY  
TYT NAME/ADDRESS HERE

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING TWENTY FOUR  
153 WEST MAIN STREET  
CLARKSBURG WV  
26301  
304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/26/2010				

BID OPENING DATE	BID OPENING TIME
08/31/2010	01:30PM

LINE	QUANTITY	U&F	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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## ADDENDUM NO. 3

THIS ADDENDUM IS ISSUED TO PROVIDE CLARIFICATION ON  
THE ROOFING/MAINTENANCE BOND REQUIREMENT AND PAYMENT  
TERMS.

BID OPENING DATE REMAINS: 08/31/2010  
BID OPENING TIME REMAINS: 1:30 PM

\*\*\*\*\*END ADDENDUM NO. 3 \*\*\*\*\*

0001 LS 968-32

DEMOLITION OF CLARKSBURG, BLDG#24, 153 W MAIN ST

\*\*\*\*\* THIS IS THE END OF RFQ GSD116402 \*\*\*\*\* TOTAL:

SIGNATURE	SEE REVERSE SIDE FOR TERMS AND CONDITIONS	TELEPHONE	DATE
<i>Rock D. G. S</i>		216-524-1700	8/30/10

VICE PRESIDENT 34-0938274  
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED

State of West Virginia  
General Services Division

State Office Building-Clarksburg, WV  
Demolition of John W. Davis Building  
Project No. GSD 116402

Reference No 4: Date of Project: MARCH 2009-NOVEMBER 2009  
Reference Name: BILL CUNNINGHAM  
Position: PROJECT MANAGER- ADAMS MANAGEMENT  
Address: INDEPENDENCE, OHIO 44131  
Telephone Number: 216-563-6036  
Project Name & Owner: UNIVERSITY HOSPITALS- HANNA PAVILION DEMO  
Project Location: UNIVERSITY HOSPITAL DY. CLEVELAND, OHIO  
Project Description: DEMO OF A 5 1/2 STORY BUILDING ON MAIN HOSPITAL  
ENTRANCE DRIVE

Reference No 5: Date of Project: JULY 08- MAY 09  
Reference Name: BRYAN MARTUCCI <sup>PDG 8/30/10</sup>  
Position: Project Manager- Oxford Dev.  
Address: ONE OXFORD CENTER Suite 4.500 Pittsburgh, PA 15219  
Telephone Number: 412-261-1500  
Project Name & Owner: UNIVERSITY OF PITT MEDICAL CENTER- 55<sup>TH</sup> OFF CAMPUS  
PARKING  
Project Location: PITTSBURGH, PA  
Project Description: DEMO OF A 450,000 SF WAREHOUSE

### BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Independence Excavating, Inc.  
of 5720 Schaaf Road, Independence, Ohio 44131, as Principal, and Travelers Casualty and Surety Company  
of America or 6150 Oak Tree Blvd., Independence, OH 44131, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of Hartford, Connecticut, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid plus Additive Alternates (\$ 5% of Amount Bid) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Demolition of the Clarksburg State Office Building Project #0810123.00

#### 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  
31st day of August, 2010.

Principal Corporate Seal

Independence Excavating, Inc.

(Name of Principal)

By [Signature]

(Must be President or  
Vice President)

VICE PRESIDENT

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

[Signature]

Robert W. Edgerton

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

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 220148

Certificate No. 003167327

**KNOW ALL MEN BY THESE PRESENTS:** That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Pam L. Kennedy, Robert W. Edgerton, John Bertin, and Deborah A. Skelley

of the City of Cleveland, State of Ohio, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of June, 2008.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By: George W. Thompson  
 George W. Thompson, Senior Vice President

On this the 26th day of June, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



Marie C. Tetreault  
 Marie C. Tetreault, Notary Public



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

STATE OF OHIO

COUNTY OF CUYAHOGA, TO-WIT:

I, RICHARD M. DILGERONIMO after being first duly sworn, depose and state as follows:

1. I am an employee of INDEPENDENCE EXCAVATING, INC.; and,  
(Company Name)
2. I do hereby attest that INDEPENDENCE EXCAVATING, INC.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

INDEPENDENCE EXCAVATING, INC.  
(Company Name)

By: [Signature]

Title: Vice President

Date: 8/30/10

Taken, subscribed and sworn to before me this 30<sup>TH</sup> day of AUGUST.

By Commission expires January 4, 2015

(Seal)

MICHELLE BROGAN  
NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES  
JANUARY 4, 2015

[Signature: Michelle Brogan]  
(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. 6SD116402STATE 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: INDEPENDENCE EXCAVATING, INC.Authorized Signature: *Rick D. [Signature]* Date: AUGUST 30, 2010State of OhioCounty of Cuyahoga, to-wit:Taken, subscribed, and sworn to before me this 30<sup>th</sup> day of AUGUST, 2010My Commission expires JANUARY 4, 2015.

AFFIX SEAL HERE

MICHELLE BROGAN  
NOTARY PUBLIC  
IN AND FOR THE STATE OF OHIO  
MY COMMISSION EXPIRES  
JANUARY 4, 2015

NOTARY PUBLIC

*Michelle Brogan*