



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  
**PTR11003**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER**  
**304-558-2316**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**Oval Const. Mgmt.**  
**PO Box 401**  
**Charleston, WV 25322**

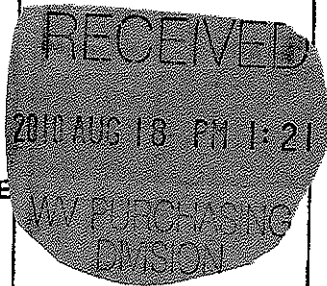
SHIP TO

**DIVISION OF PUBLIC TRANSIT**  
**BUILDING 5, ROOM 906**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305-0432 304-558-0428**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
<b>07/15/2010</b>				

BID OPENING DATE: **08/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>0001</b>	<b>1</b>	<b>EA</b>		<b>968-20</b>		
<b>BUILDING CONSTRUCTION</b>						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF PUBLIC TRANSIT, IS SOLICITING BIDS FOR THE CONSTRUCTION OF A PRE-ENGINEERED METAL AND BRICK ADMINISTRATIVE AND MAINTENANCE FACILITY IN GRANTSVILLE, WV.</p> <p><b>MANDATORY PRE-BID</b>            A MANDATORY PRE-BID WILL BE HELD ON 07/26/10 AT 10:30 AM AT THE CALHOUN COUNTY PARK, 380 PARKPLACE, MT ZION, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL 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>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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

## 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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PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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RFQ COPY  
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VENDOR

SUPPLIER

DIVISION OF PUBLIC TRANSIT  
 BUILDING 5, ROOM 906  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305-0432 304-558-0428

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/15/2010				

BID OPENING DATE: 08/18/2010 BID OPENING TIME 01:30PM

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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.

ALL TECHNICAL QUESTIONS MUST VE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAI AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FIR TECHNICAL QUESTIONS IS 08/02/2010 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.

THE BIDDING DOCUMENTS CONSIST OF THE REQUEST FOR QUOTATION, PLANS AND SPECIFICATIONS.

REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING:

FRANK WHITTAKER, SENIOR BUYER  
 WEST VIRGINIA PURCHASING DIVISION  
 2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25305  
 TELEPHONE: 304-558-2316

PLANS AND SPECIFICATIONS MAY VE OBTAINED BY CONTACTING:

MICHAEL BAKER JR., INC.  
 ENGINEERS AND ARCHITECTS  
 5088 WEST WASHINGTON STREET  
 CHARLESTON, WV 25313

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>PHONE: 304-769-0821</p> <p>THERE IS A NON-REFUNDABLE \$210.00 FEE, PLUS \$25.00 SHIPPING AND HANDLING FOR THE PLANS AND SPECIFICATIONS. ONLY COMPLETE SETS WILL BE ISSUED.</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 T 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 WIT THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 425 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR CALHOUN COUNTY, PURSUANT</p>						

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<p>TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00</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 BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT</p>						

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<p>ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT 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</p>						

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SHIP TO

**DIVISION OF PUBLIC TRANSIT  
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<p>DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &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</p>						

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<p>OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 ..... ✓</p> <p>NO. 2 ..... ✓</p> <p>NO. 3 ..... </p> <p>NO. 4 ..... </p> <p>NO. 5 ..... </p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>[Signature]</i>            .....SIGNATURE  <i>Oval Construction Mgmt LLC</i> COMPANY            .....<i>8/18/10</i>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR 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>						

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**9**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**FRANK WHITTAKER**  
**304-558-2316**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

OFFER

**DIVISION OF PUBLIC TRANSIT**  
**BUILDING 5, ROOM 906**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305-0432 304-558-0428**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/15/2010				

BID OPENING DATE: **08/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: <i>.Oval Construction Mgmt. LLC.</i></p> <p>CONTRACTORS LICENSE NO.: <i>.WV 037157.....</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE 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:          DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
**PTR11003**

PAGE  
**10**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**FRANK WHITTAKER**  
**304-558-2316**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**DIVISION OF PUBLIC TRANSIT**  
**BUILDING 5, ROOM 906**  
**1900 KANAWHA BOULEVARD, EAST**  
**CHARLESTON, WV**  
**25305-0432 304-558-0428**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/15/2010				

BID OPENING DATE: **08/18/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST 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:				44	
	REQ. NO.:				PTR11003	
	BID OPENING DATE:				08/19/2010	
	BID OPENING TIME:				1:30 PM	
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					
	----- 304-347-8821 -----					
	PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:					
	----- James Carnley -----					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

# American Recovery and Reinvestment Act NOTICE

This project will be financed with American Recovery and Reinvestment Act (Recovery Act) of 2009 funds. There are substantial reporting requirements associated with Recovery Act funds which are not fully known at this time. Further details regarding reporting will be provided in the near future.

**United States Department of Transportation  
Federal Transit Administration**

**MASTER AGREEMENT**

**FTA MA(16)  
October 1, 2009**

The FTA Master Agreement MA(16) dated October 1, 2009 is a requirement of this RFQ. Vendors must follow the Master Agreement.

Vendors may access the Master Agreement at the following website for their review:

<http://www.fta.dot.gov/documents/16-Master.pdf>

**TERMS & CONDITIONS**

Federal funding for this project is being provided from the Federal Transit Administration, Section 5311 Stimulus Recovery Funds, CFDA 20509 at 100 % of the project cost

**No Federal Government Obligations to Third Parties**

(1) The WV Division of Public Transit and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the WV Division of Public Transit, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the Federal Transit Administration. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Program Fraud and False or Fraudulent Statements or Related Acts**

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration (FTA) assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Exclusionary or Discriminatory Specifications**

The Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5325(h) by refraining from using any Federal assistance awarded by the WV Division of Public Transit to support procurements using exclusionary or discriminatory specifications.

**Geographic Restrictions**

The Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA.

**Access to Records and Reports**

The Contractor agrees to permit the WV Division of Public Transit, the FTA Administrator, or their authorized representatives, including any PMO Contractor, access to the contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. § 5325(g), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the WV Division of Public Transit, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto, Reference 49 CFR 18.39(i)(11). FTA does not require the inclusion of these requirements in subcontracts.

**Civil Rights**

The following requirements apply to the underlying contract:

(1) **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d, *et seq.*, Section 303 of the Age Discrimination Act of 1974, as amended, 42 U.S.C. § 6101, *et seq.*, Section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, disability or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age.** In accordance with the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.* and implementing regulations, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities.** In accordance with Section 102 of the Americans With Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans With Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **Energy Conservation**

The Contractor agrees to comply with, and obtain the compliance of its subcontractors, with mandatory standards and policies relating to energy efficiency contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 *et seq.*

#### **Environmental Regulations**

The Contractor agrees to comply with all applicable standards, orders, or requirements regarding Federal and State laws imposing environmental and resource conservation requirements that may apply to the contract. A listing of possible requirements is available for the Contractor's review in Section 25 of the FTA Master Agreement MA(15), dated 10-1-08.

The Contractor agrees to comply with all applicable standards, orders, or requirements issued under Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibits the use under nonexempt federal contracts, grants or loans of facilities included on the EPA list of violating facilities. Any violations shall be reported to the Division of Public Transit and understands and agrees that the WV Division of Public Transit will forward the report to the Federal Transit Administration and to the US EPA Administrator for enforcement (9EN-329).

#### **Clean Air & Clean Water Requirements**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7414 and other applicable provisions of the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and Section 508 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1368, and other provisions of the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The Vendor agrees to report each violation to the WV Division of Public Transit and understands and agrees that the WV Division of Public Transit will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Vendor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided from FTA.

#### **Application of Federal, State and Local Laws and Regulations**

To achieve compliance with changing federal, state and local requirements, the Contractor shall note that federal, state and local requirements may change and the changed requirements will apply to this Contract as required.

#### **Contract Work Hours and Safety Standards Act**

The Contractor shall comply with Section 102 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 *et seq.*, esp. § 3702 & 3704) as supplemented by Department of Labor Regulations (29 CFR, § 5 & 29 CFR § 1926) as they involve the employment of mechanics and laborers.

**Overtime Requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**Violation: Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (2) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.

**Withholding for Unpaid Wages and Liquidated Damages.** The WV Division of Public Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.

**Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

**Payrolls and Basic Records.** Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR .5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

**Contract Work Hours and Safety Standards Act** (i) The contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333 and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts** The Contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

#### **Davis-Bacon Act**

(1) **Minimum wages** – (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provision of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
- (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor,



Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) **Withholding** – The WV Division of Public Transit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the WV Division of Public Transit may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records** – (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the WV Division of Public Transit for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this

purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees – (i) Apprentices** – Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the Journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees** – Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity** – The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements** – The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) **Subcontracts** – The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include

these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment** – A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements** – All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards** – Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility** – (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S. C. 1001.

#### **Privacy Act**

The following requirements apply to the Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract:

(1) The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

(2) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

#### **Bankruptcy**

Upon entering of a judgment of bankruptcy or insolvency by or against a Contractor, the WV Division of Public Transit may terminate this Contract for cause.

#### **Preference for Recycled Products**

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

#### **Hold Harmless**

The Contractor agrees to protect, defend, indemnify and hold the WV Division of Public Transit, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this Contract and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any other tangible or intangible personal or property rights, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decrees of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

#### **Licensing and Permits**

The Contractor shall be appropriately licensed for the work required as a result of the Contract. The cost for any required licenses or permits shall be the responsibility of the Contractor. The Contractor is liable for any and all taxes due as a result of the Contract.

#### **Compliance with Laws and Permits**

The Contractor shall give all notices and comply with all existing and future federal, state and municipal laws, ordinances, rules, Regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in these provisions of the Contract and the other Contract documents. If the Contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification. Upon request, the Contractor shall furnish to the WV Division of Public Transit certificates of compliance with all such laws, orders, and Regulations.

#### **Cargo Preference**

The Contractor agrees:

To utilize privately owned United States--Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States--Flag commercial vessels;

To furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on board" commercial ocean bill of lading in English for each shipment of cargo described in the paragraph above to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the Division of Public Transit (through the Contractor in the case of a subcontractor's bill of lading.)

To include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

#### **Federal Regulation Changes**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement (Form FTA MA(15) dated October 1, 2008) between the WV Department of Transportation, Division of Public Transit and FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply shall constitute a material breach of this contract.

#### **Severability**

In the event any provision of the Contract is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the legality of the remaining provisions of the Contract and each provision of the Contract will be and is deemed to be separate and severable from each other provision.

#### **FTA Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provision. All contractual provisions required by DOT, as set forth in ETA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any WV Division of Public Transit requests which would cause the WV Division of Public Transit to be in violation of the FTA terms and conditions.

#### **Fly America**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

#### **Prohibited Interest**

No employee, officer, board member, agent or their family members of the Division of Public Transit may participate in the selection, award, or administration of a Contract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict could arise when any of the parties mentioned above have a financial or other interest in the Contractor selected for the Contract.

#### **Buy America Certification**

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A bidder or offerer must submit to the Division of Public Transit the appropriate Buy America certification on ~~BD Form #7~~ with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non-responsive. This requirement does not apply to lower tier subcontractors.

#### **Debarment and Suspension**

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the WV Division of Public Transit. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the WV Division of Public Transit, the Federal Government may

pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions. All Contractors shall be required to certify that they are not on the Comptroller General's list of ineligible contractors on **Bid Form #8 and 8A**.

#### **Restrictions on Lobbying**

Every Contractor who applies or bids for an award of \$100,000 or more shall file the certification on **Bid Form #10** required by C.F.R. Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of the registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the Division of Public Transit.

#### **Amendments to Solicitation/Addendum Acknowledgment**

A. The State of West Virginia reserves the right to amend any element or part of these bid documents and specifications and/or change the bid opening date and time, up to the time and date that bids are due. In this event, all potential Contractors that have received a copy of these contract documents and specifications shall be notified of the postponement and the new time and date that bids will be due. Such notification shall be mailed or otherwise provided. Any bids received in accordance with the original bid due date shall be held unopened till the new bid opening date.

B. In the event that amendments are issued by the State fourteen (14) or more days prior to the original bid due date, the original date and time established for the receipt of bids, at the State's option, may or may not be changed. The addendum notification sent by the State shall contain either a statement that the bid due date remains as previously established or shall provide a new time and date if the bid due date is changed.

C. In the event that addenda are issued by the State, Contractors must complete the Addendum Acknowledgment form contained within these contract documents and specifications and submit that form with their bid. **Bid Form #11** shall be used for this purpose.

#### **Metric System**

To the extent required by the U.S. Department of Transportation or the Federal Transit Administration, the Contractor agrees to use the metric system of measurement in its Contract activities, as may be required by 15 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by the U.S. Department of Transportation or the Federal Transit Administration. To the extent practicable and feasible, the Contractor agrees to accept products and services with dimensions expressed in the metric system of measurement.

#### **Patent Infringement**

The Contractor shall advise the Division of Public Transit of any impending patent suit and shall provide all information available. The Contractor shall defend any suit or proceeding brought against the Division of Public Transit based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the Division of Public Transit. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and its option, either procure for the Division of Public Transit the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

#### **Seismic Safety**

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with U.S DOT regulations, "Seismic Safety," 49 C.F.R. Part 41.

The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

#### **Accessibility**

Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 *et seq.*, in accordance with executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with U.S DOT regulations, "Seismic Safety," 49 C.F.R. Part 41.

#### **Sensitive Security Information**

Each Contractor must protect, and take measures to ensure that its subcontractors at each tier protect, "sensitive security information" made available during the administration of this contract or any subcontract to ensure compliance with 49 U.S.C. Section 40119(b) and implementing DOT regulations, "Protection of Sensitive Security Information," 49 CFR Part 15, and with 49 U.S.C. Section 114(s) and implementing Department of Homeland Security regulations, "Protection of Sensitive Security Information," 49 CFR Part 1520.

#### **Seat Belt Use**

In compliance with Federal Executive Order No. 13043, "Increasing Seat Belt Use in the United States," April 16, 1997, 23 U.S.C. Section 402 note, FTA encourages each contractor to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company owned, rented, or personally operated vehicles, and to include this provision in any third party subcontracts, involving this project.

### **Bid Protest Procedures**

#### **1. Filing of Protest(s)**

Protests based on a violation of State law or rule must be filed no later than five (5) working days after issuance by the Purchasing Division of the notice of intent to award the contract or purchase order. Protests based on restrictive bid specifications or alleged improprieties in any type of solicitation, which are apparent prior to the bid opening or closing date for receipt of bids or proposals, must be filed no later than five (5) working days prior to the bid opening or closing date. Any other protest must be filed no later than five (5) working days following award of the contract or purchase order.

The Contractor is responsible for knowing the bid opening and award dates. Protests filed after the time frames specified above will not be considered. In addition, after these time frames, protests may not be amended, altered or changed.

All protests must be in writing and filed with the WV Purchasing Division containing the following:

- a) Include the name and address of the protester.
- b) Identify the requisition number of the bid or the purchase order number.
- c) Contain a statement of the grounds for protest and any supporting documentation.
- d) Indicate the ruling or relief desired from the WV Purchasing Division.

**Failure to submit this information shall be grounds for rejection of the protest by the Director of the Purchasing Division.**

No formal briefs or other technical forms of pleading or motion are required, but a protest and other submission should be concise, logically arranged, and clear.

The protest must be filed in writing with the:

Director  
WV Purchasing Division  
2019 Washington Street, East  
P. O. Box 50130  
Charleston, WV 25305-0130

with a copy of the protest sent to the:

Division of Public Transit  
Building 5, Room 906  
1900 Kanawha Boulevard, East  
Charleston, WV 25305-0432

To expedite handling, the address should include **"ATTENTION: Bid Protest – Bid # PTR11003."**

Protests received timely will be reviewed and a written decision issued. The Director of the WV Purchasing Division has the authority to make the final determination on any protest.

#### **2. Protest Review**

The Purchasing Director or his/her designee shall review the matter of protest and issue a written decision. A hearing may be conducted at the option of the Purchasing Director or assigned designee.

#### **3. Division of Public Transit Report/Response**

The Division of Public Transit shall submit a complete report/response on the protest to the Director of the WV Purchasing Division responding in detail to each substantive issue raised in the protest, with a copy to the protester, as expeditiously as possible but not later than twenty-five (25) working days after being notified of the protest.

#### **4. Withholding of Award**

When a protest has been filed before award, the WV Purchasing Division will not make an award prior to the resolution of the protest, and when a protest has been filed before the opening of bids, the WV Purchasing Division will not open bids prior to the resolution of the protest, unless the WV Purchasing Division determines that:

- a) The items to be procured are urgently required; or

- b) Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c) Failure to make prompt award will otherwise cause undue harm to a recipient, the Division of Public Transit or the State of West Virginia.

In the event that the WV Purchasing Division determines that the award is to be made during the pendency of a protest, the Division of Public Transit will notify the Federal Transit Administration (FTA) prior to making such award.

#### 5. Request for Reconsideration

Reconsideration of a decision by the WV Purchasing Division may be requested by the protester or any party involved in the protest. The request for reconsideration must be in writing, made to the Director of the Purchasing Division and shall contain the following:

- a) include the name and address of the aggrieved party.
- b) Identify the requisition number of the bid or the purchase order number.
- c) Contain a detailed statement of the grounds for reconsideration with supporting documentation; and a statement of whether a hearing is requested.
- d) Indicate the ruling or relief desired from the WV Purchasing Division.

Request for reconsideration of a decision of the WV Purchasing Division shall be filed not later than five (5) working days after the initial written decision. The protest shall not be considered pending during the five (5) working day period specified in this paragraph.

In the event a hearing is requested by the aggrieved party, the Purchasing Director, or his or her designee, will set a time and place for the hearing for full review of the matter.

If no hearing is requested, the Purchasing Director, or his or her designee, will review the request for reconsideration and issue a written decision. If a hearing is requested, the Purchasing Director, or his or her designee, will hold the hearing and then issue a written decision.

#### 6. Refusal of Protests

The State of West Virginia may refuse to decide any protest or reconsideration where the matter involved is one of the following:

- a) the protest is the subject of litigation before a court of competent jurisdiction;
- b) the protest has previously been decided on the merits by a court of competent jurisdiction;
- c) the protest has been decided in a previous protest.

The provisions do not apply where the court requests, expects, or otherwise expresses interest in the decision of the State.

#### 7. Appeals to the Federal Transit Administration (FTA)

Under the Federal Transit Administration's Circular 4220.1F, the Federal Transit Administration's (FTA's) appeals process for reviewing protests of a recipient's procurement decisions are:

##### 1. Requirements for the Protester. The protester must:

- a) Qualify as an "Interested Party." Only an "interested party" qualifies for FTA review of its appeal. An "interested party" is a party that is an actual or prospective bidder or offeror whose direct economic interest would be affected by the award or failure to award the contract at issue.
  - 1. Subcontractors. A subcontractor does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
  - 2. Consortia/Joint Ventures/Partnerships/Teams. An established consortium, joint venture, partnership, or team that is an actual bidder or offeror and is acting in its entirety, would qualify as an "interested party" because it has a direct economic interest in the results of the procurement. An individual member of a consortium, joint venture, partnership, or team, acting solely in its individual capacity, does not qualify as an "interested party" because it does not have a direct economic interest in the results of the procurement.
  - 3. Associations or Organizations. An association or organization that does not perform contracts does not qualify as an "interested party," because it does not have a direct economic interest in the results of the procurement.
- b) Exhaust Administrative Remedies. The protester must exhaust its administrative remedies by pursuing the WV Division of Public Transit's protest procedures to completion before appealing the WV Division of Public Transit's decision to FTA.
- c) Appeal Within Five Days. The protester must deliver its appeal to the FTA Regional Administrator, Region III, 1760 Market Street, Suite 500, Philadelphia, PA 19103-4124 within five (5) working days of the date when the protester has received actual or constructive notice of the WV Division of Public Transit's final decision. Likewise, the protester must provide its appeal to the same address within five (5) working days of the date when the protester has identified other grounds for appeal.

to FTA. For example, other grounds for appeal include the WV Division of Public Transit's failure to have or failure to comply with its protest procedures or failure to review the protest.

2. **Extent of FTA Review.** FTA limits its review of protests to:

- a) Failure of the Division of Public Transit to have or adhere to its written bid protest procedures, or failure of the Division of Public Transit to review a complaint or protest.
- b) Alleged violations on other grounds are under the jurisdiction of the appropriate State or local administrative authorities.
- c) Alleged violations of a specific Federal Law or regulation that provides an applicable complaint procedure shall be submitted and processed in accordance with that Federal Law or regulation. See, e.g., Buy America Requirements, 49 C.F.R. Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation Programs, 49 C.F.R. Section 26.89.

FTA will exercise discretionary jurisdiction over those appeals involving issues important to FTA's overall public transportation program. FTA will refer violations of Federal law for which it does not have primary jurisdiction to the Federal authority having proper jurisdiction.

3. **FTA Determinations to Decline Protest Reviews.** FTA's determination to decline jurisdiction over a protest does not mean that FTA approves of or agrees with the Division of Public Transit's decision or that FTA has determined the contract is eligible for Federal participation. FTA's determination means only that FTA does not consider the issues presented to be sufficiently important to FTA's overall program that FTA considers a review to be required.

**Prompt Payment**

The prime Contractor agrees to pay each sub-contractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime Vendor receives from the Division of Public Transit. The Vendor agrees further to return retainage payments to each subcontractor within 15 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Division of Public Transit. This clause applies to both DBE and non-DBE subcontractors.



## REQUIRMENT OF RFQ

The Davis-Bacon Act Wage Rates apply to this project.

The vendor is required to meet all requirements pertaining to the Higher Prevailing Wage Rate set for Calhoun County, West Virginia by the State of West Virginia or the Federal Government.

Vendors may access the wage rates at the following websites:

FEDERAL: <http://www.access.gpo.gov/davisbacon/>

STATE:

<http://www.wvsos.com/adlaw/wagerates/heavyhighways09.htm>

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
DIVISION OF PUBLIC TRANSIT**

**SPECIAL PROVISION  
FOR  
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION**

**1. - GENERAL:**

The West Virginia Division of Public Transit is committed to assuring the participation of Disadvantaged Business Enterprises (DBE) in our transit construction program. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

The contractor shall designate and make known to the Division a liaison officer who is assigned the responsibility of effectively administering and promoting an active program for utilization of Disadvantaged Business Enterprises (DBE).

All contractors are to consider DBE's for subcontract work as well as for the supply of materials and services needed for the performance of this work.

The contractor is encouraged to use the services of banks owned and controlled by minorities or women. Agreements between a bidder/proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

**2. - DEFINITIONS:**

**"Disadvantaged business"** A small business concern:

- 1) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
- 2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

**"Small business concern"** A small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a limitation of \$16.6 million in average annual gross receipts (over 3 years) is placed on firms to be eligible as a DBE.

**“Socially and economically disadvantaged individuals”** Those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Subcontinent Asian Americans, Women and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. The Division shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. The Division also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

- 1) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
- 2) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American or other Spanish, or Portuguese culture or origin, regardless of race;
- 3) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- 4) “Asian Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific islands (Republic of Palau), the Commonwealth of the Northern Marianas, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
- 5) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, and Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka; and
- 6) “Women”.

### 3. – DBE CLASSIFICATION REQUEST:

In order to be classified as a DBE under this specification a firm must submit Form EO-475, Schedule A, for certification as a DBE. In addition Form EO-476, Schedule B, must be submitted for any proposed joint venture. These forms must be **submitted and approved** prior to bid date of any project in which a firm wants to participate as DBE. Copies of these forms are available from Bob Cooke, DBE Program Specialist, WV DOT, Equal Employment Opportunity Office, Building 5, Room 925, 1900 Kanawha Blvd., E., Charleston, WV 25305-0430 (PHONE: 304-558-3931) and shall be submitted to that Office. A directory of DBE firms (consultants and contractors) which are certified by the WV DOT,

A directory of DBE firms (consultants) which are certified by the WV DOT, EEO office, may be found at: <http://www.transportation.wv.gov>, under Business, click on See More, then click on Disadvantaged Business Enterprise Program, from the menu on left-side of page, under the heading Disadvantaged Business, select DBE Consultant/Contractors Listing.

**4. – DBE GOAL:**

The DBE goal determined by the West Virginia Division of Public Transit for this contract is 6.00% of the contract bid amount.

The contractor shall indicate his goal in the appropriate space of the Contractor's Plan For DBE Participation (Bid Form #12) (example of form can be found at end of Special Provision). The goal so indicated will be used in determining the award of the contract in accordance with this Special Provision and the Standard Specifications.

**5. – CONTRACTOR'S DBE PLAN:**

All bidders shall submit their DBE Participation Plan with their bid. This shall include the following:

- 1) Name of DBE Subcontractor(s) or Supplier(s).
- 2) Description of work each is to perform to include: Line Number, Item Number, unit, Quantity, Unit price and Amount.
- 3) The dollar value of each proposed DBE subcontract and the percentage of the total contract value this represents.
- 4) The dollar value of materials to be furnished by DBE suppliers and manufacturers, provided that the DBE's assume the actual and contractual responsibility for the materials and supplies:
  - (a) The Division of Public Transit may count the entire expenditure to a DBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them for resale).
  - (b) The Division shall only count 60 percent of expenditures to DBE suppliers that are not manufacturers provided the supplier is a regular dealer in the product involved. A regular dealer must be engaged in, as its principal business and in its own name, the sale of products to the public or maintain an inventory or own or operate distribution equipment.
  - (c) The Division may count fees or commissions charged by the DBE firms for a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment,

materials, or supplies, delivery of materials and supplies or for furnishing bonds, or insurance, providing such fees or commissions are determined to be reasonable and customary.

- 5) The dollar value of services provided by DBE's such as quality control testing, equipment repair and maintenance, engineering stakeout, etc.
- 6) The dollar value of proposed joint ventures. DBE credit for joint ventures will be limited to the percent of DBE participation in the joint venture. Joint ventures must have an approved EO Form 476 - Schedule B at the time of the bid opening.
- 7) Written and signed documentation of the bidders commitment to use a DBE subcontractor whose participation is being utilized to meet the DBE contract goal.
- 8) Written and signed confirmation from the DBE (**Bid Form #13**) that it is participating in the contract as provided in the prime contractor's commitment (**Bid Form #14**)

Any bidder who does not submit a fully completed and signed DBE Participation Plan with their bid shall not be considered for award.

The Division must approve any changes to this plan after bid award.

In order to be accepted under this program, all DBE subcontractors and suppliers of materials or services must be certified in accordance with Section 3 of this provision at the time of bid.

#### **6. - CONTRACT AWARD REQUIREMENTS:**

If the bidder's proposed goal, as indicated on the Contractor's Plan For DBE Participation (Bid Form #12) is less than the Division of Public Transit's determined goal, as indicated in Section 4 of this Special Provision, he or she must demonstrate that good faith efforts were made prior to submitting the bid. This documentation (which was made prior to bid) must be submitted to the Division of Public Transit and received no later than ten (10) calendar days after the date of receipt of written notification. Efforts to increase the goal after bid submission will not be considered in justifying the good faith effort. These documented attempts shall include but not be limited to:

- 1) Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the Division to inform DBE's of contracting and subcontracting opportunities;

- 2) Whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- 3) Whether the contractor provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited, in sufficient time to allow the DBE's to participate effectively;
- 4) Whether the contractor followed up initial solicitations of interest by contacting DBE's to determine with certainty whether the DBE's were interested;
- 5) Whether the contractor selected portions of the work to be performed by DBE's in order to increase the likelihood of meeting the DBE's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE's participation);
- 6) Whether the contractor provided interested DBE's with adequate information about the plans, specifications and requirements of the contract;
- 7) Whether the contractor negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of their capabilities;
- 8) Whether the contractor made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the recipient or contractor, and
- 9) Whether the contractor effectively used the services of available minority community organizations; minority contractor's groups; local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE's.

Contractors that do not meet the contract DBE goal and who fail to demonstrate that good faith efforts were made prior to the bid shall not be eligible to be awarded the contract.

The bidder's signature under the Contractor's Plan For DBE Participation (Bid Form #12) shall be written assurance he/she will comply with this special provision. The bidder's proposed DBE goal percent must be completed or the bid will be deemed irregular.

#### **7. - CONTRACT COMPLIANCE REQUIREMENTS:**

Each contractor or subcontractor that fails to carry out the requirements set forth below will be subject to a breach of contract and, after notification of the Federal Transit Administration, the Division of Public Transit may terminate the contract or subcontract or initiate other such remedy as deemed appropriate.

- A. **Policy.** It is the policy of the Federal Transit Administration that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of work financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 26 apply to this contract.
- B. **DBE Obligation.** The contractor agrees to ensure that DBE's as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard all contractors and subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform contract work. Contractor's and subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Federally-assisted contracts.
- C. **Sanctions.** Failure by the prime contractor to fulfill the DBE requirements and to demonstrate good faith efforts constitutes a breach of contract. When this occurs, the Division will hold the prime contractor accountable as would be the case with all other contract provisions. Therefore, the contractor's failure to carry out the DBE requirements shall constitute a breach of contract and may result in the following:
- 1) Withholding of progress payments.
  - 2) Withholding payment to the prime in an amount equal to the unmet portion of the contract goal.
  - 3) Termination of the contract.
- D. All contractors must keep detailed records and provide regular reports to the Division, along with his/her application for progress payment (invoice) or as requested, on their progress in meeting contractual DBE obligations. These records may include but shall not be limited to payroll, lease agreements, canceled payroll checks, canceled supply and material checks, executed subcontracting agreements, etc. At the end of each quarter, prime contractors will be requested to submit certified reports on monies paid to each DBE subcontractor/supplier on all active Federal Aid Projects.

## **8. – DBE PROGRAM REQUIREMENTS:**

**Commercially Useful Function:** The Prime Contractor is responsible for ensuring that DBE's performing work on the contract perform a commercially useful function. A DBE is considered to perform a commercially useful function when it is responsible for the execution of at least 30% of the total cost of its contract. Regardless of whether an arrangement between the Contractor and the DBE represent standard industry practice, if the arrangement erodes the ownership, control or independence of the DBE or in any other way does not meet the commercially useful function requirement, the contractor shall receive no credit toward the goal.

**Work Force:** The DBE firm must employ a work force, (including administrative and clerical) separate and apart from that employed by the Prime Contract, other subcontractors on the project or their affiliates. This does not preclude the employment by the DBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the DBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the DBE shall not be allowed.

**Supervision:** All work performed by the DBE must be controlled and supervised by the DBE without duplication of supervisory personnel of the DBE and other supervisors necessary to coordinate the work of the contract.

**Equipment:** DBE subcontracts may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Prime Contractor, other subcontractors on the project or their affiliates. If the DBE obtains equipment from any of those sources, the Department shall obtain from the DBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements and the names, addresses and terms quoted by other sources of equipment.

**Trucking Operations:** To be certified as a DBE trucking firm, the firm must own at least one fully operational truck that is used on a day-to-day basis. In order for DBE project goals to be credited, DBE trucking firms must be covered by a subcontract or a written agreement approved by the State prior to performing their portion of the work. In order to perform a commercially useful function, the DBE trucking firm is restricted to the same subcontracting limitation in effect for other contractors.

**Default or Decertification of DBE:** If a DBE subcontractor is decertified or defaults in the performance of its work, the overall goal cannot be credited for the uncompleted work unless it is completed by an approved DBE substitute or unless the Prime Contractor elects to fulfill the DBE goal with another DBE on a different item of work. If the Prime Contractor after exerting good faith effort is unable to replace the DBE, the unmet portion may be waived.





**BID**  
**BF#1**

Proposal of Oval Construction Mgmt, LLC hereinafter called Bidder, organized and existing under the laws of the State of West Virginia doing business as a limited liability company \*. To the West Virginia Division of Public Transit, hereinafter called OWNER.

In compliance with you Advertisement for Bids, Bidder hereby proposed to perform all work for the new construction of a Administrative Office and Bus Maintenance Facility in Grantsville, Calhoun County, West Virginia in strict accordance with the Contract Documents, within the time and at the prices stated herein.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party hereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to obtain substantial completion and final completion for the Project as called for in these Contract Documents.

NOTE: Bids include all applicable taxes, permits, and fees.

\* Insert "a corporation," "a partnership," or "an individual" as applicable.

BASE BID: Two million seven hundred twenty-five thousand

(Amount to be shown in both words and numbers) \$ 2,725,000

BF#2

**GENERAL CONTRACTOR**

**GENERAL WORK** This price to include all work shown and noted in the Contract Documents. The General Contractor shall be responsible for the coordination, scheduling, and normal administrative activities of the project.

In the event of a difference between the written amount and the number amount, the written amount shall prevail.

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

The Bidder, if successful and awarded a Contract, agrees that the work is to be substantially complete 365 days after Notice To Proceed is issued or 15 days after the encumbrance date of the Purchase Order if Notice to Proceed has not been received. The Bidder agrees to achieve Final Completion within 60 consecutive calendar days after the substantial completion. Liquidated damages shall be assessed at a rate of \$200 per day if substantial completion is not obtained within 365 calendar days of the Contractor's proceed date and liquidated damages shall be assessed at \$100 per day if final completion is not achieved within 60 calendar days of substantial completion.

# AIA® Document A305™ – 1986

## Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Dept. of Administration  
 ADDRESS: Purchasing Division  
 Building 15, 2019 Wash. St. E. Chas, WV  
 SUBMITTED BY: Oval Construction Mgmt. 25305-0130  
 NAME: James Carney Jr.  
 ADDRESS: P.O. Box 401 Charleston, WV 25322  
 PRINCIPAL OFFICE:

- Corporation
- Partnership
- Individual
- Joint Venture
- Other LLC

NAME OF PROJECT: (if applicable) Little Kanawha Transit Authority Bus Administrative & Maintenance Facility

TYPE OF WORK: (file separate form for each Classification of Work)

- General Construction
- HVAC
- Electrical
- Plumbing
- Other: (Specify)

### § 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor? **6**

§ 1.2 How many years has your organization been in business under its present business name? **6**

§ 1.2.1 Under what other or former names has your organization operated?  
**n/a**

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

**ADDITIONS AND DELETIONS:**  
 The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

- § 1.3.3 President's name:
- § 1.3.4 Vice-president's name(s)

- § 1.3.5 Secretary's name:
- § 1.3.6 Treasurer's name:

- § 1.4 If your organization is a partnership, answer the following:
  - § 1.4.1 Date of organization:
  - § 1.4.2 Type of partnership (if applicable):
  - § 1.4.3 Name(s) of general partner(s)

- § 1.5 If your organization is individually owned, answer the following:
  - § 1.5.1 Date of organization:
  - § 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

Limited Liability Company, James R. Carney, Jr.

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

St of West Virginia, General Building, WV 037157

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

St of West Virginia - Sec of St.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

General Trades Work

§ 3.2 Claims and Suits: (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.) No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

See attached

§ 3.4.1 State total worth of work in progress and under contract:

\$ 2,500,000

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

See Attached

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$ 5,000,000

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See attached

#### § 4 REFERENCES

##### § 4.1 Trade References:

Cornerstone Interiors: Glenn Jeffries - (304) 586-4700  
 Architectural Interior Products: Tommy McCarty (304) 766-2211  
 Silling Associates, Inc. - Jody Driggs - (304) 343-0565

##### § 4.2 Bank References:

BB-T, Bob Bodur (304) 341-1043

##### § 4.3 Surety:

§ 4.3.1 Name of bonding company:

Westfield Insurance Group

§ 4.3.2 Name and address of agent:

Friedlander Company  
 1566 Kanawha Blvd. East  
 Charleston, WV 25329

Jeffery O'dell  
 304-357-4532

#### § 5 FINANCING

##### § 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

Suttle + Stalnaker CPA's  
1411 Virginia St. East Suite 100  
Charleston, WV 25301

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

Yes

§ 6 SIGNATURE

§ 6.1 Dated at this 17 day of August 2010

Name of Organization: Oval Construction Mgmt.

By:

Title: managing member

§ 6.2

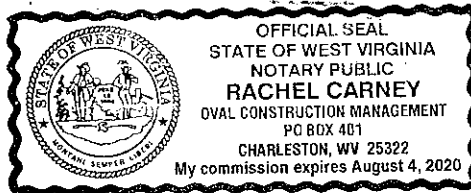
M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 17 day of August 2010

Notary Public:

Rachel Carney

My Commission Expires:



## **Additions and Deletions Report for AIA<sup>®</sup> Document A305<sup>™</sup> – 1986**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 09:25:30 on 06/30/2010.

**PAGE 1**

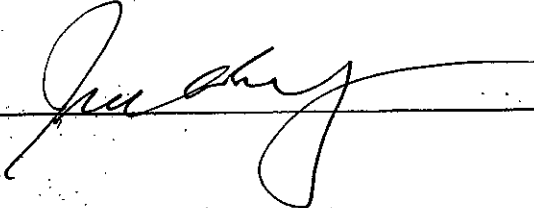
**NAME OF PROJECT:** *(if applicable)* Little Kanawha Transit Authority Bus Administrative & Maintenance Facility



### Certification of Document's Authenticity

AIA® Document D401™ – 2003

Jim Corney  
I, ~~Patrick W. Fogarty~~, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 09:25:30 on 06/30/2010 under Order No. 1661966815\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
(Signed)

Managing Member  
(Title)

8/18/10  
(Dated)

#### Section 3.4

- 1 Project: Cabell County EMS Station #7  
Owner: Cabell County Commission  
Architect: Edward Tucker Architects, Inc.  
Contract Amount: \$1,239,000  
Percent Complete: 43%  
Scheduled Completion Date: October 15, 2010
  
- 2 Project: Haddad Riverfront Park Canopy Foundations and Court Street Overlook  
Owner: City of Charleston  
Architect: GAI Consultants, Inc.  
Contract Amount: \$1,106,819.00  
Percent Complete: 91%  
Scheduled Completion Date: September 15, 2010
  
- 3 Project: KRT Garage Facility  
Owner: Kanawha Valley Regional Transit Authority  
Architect: MS Consultants, Inc.  
Contract Amount: \$544,000.00  
Percent Complete: 29%  
Scheduled Completion Date: November 1, 2010
  
- 4 Project: Prestera Center Administrative Building Renovations, Elevator Addition  
Owner: WV Department of Health & Human Resources  
Architect: Adkins Design, Inc.  
Contract Amount: \$263,500  
Percent Complete: 57%  
Scheduled Completion Date: November 1, 2010
  
- 5 Additions and Renovations to Ripley and Ravenswood High Schools  
Owner: Jackson County Board of Education  
Architect: Williamson Shriver Architects, Inc.  
Contract Amount: \$1,120,775.00  
Percent Complete: 98%  
Scheduled Completion Date: August 20, 2010
  
- 6 St. Albans Water Treatment Plant Maintenance Contract 4  
Owner: City of St. Albans Municipal Utilities Commission  
Architect: Chapman Technical Group  
Contract Amount: \$266,535.20  
Percent Complete: 20%  
Scheduled Completion Date: October 15, 2010

### Section 3.5

Project: Goodwill Operations Center

Owner: Goodwill Industries

Architect: ZMM, Inc.

Contract Amount: \$1,795,000.000

Date of Completion: August 18, 2009

% Performed with Own Forces: 39

Project: Men & Women's New Locker Rooms- Cam Henderson Center- Marshall University

Owner: Marshall University

Architect: Edward Tucker Architects, Inc.

Contract Amount: 1,577,000

Date of Completion: October 15, 2009

% Performed with Own Forces: 43

Project: Kanawha County Schools Auditorium Renovations

Owner: Kanawha County Schools

Architect: Bastian & Harris, Architects

Contract Amount: \$5,247,000

Date of Completion: April 2, 2009

% Performed with Own Forces: 23

Project: WVUIT Sprinkler and Fire Alarm Renovation

Owner: West Virginia University Board of Governors

Architect: CMA Engineering

Contract Amount: \$991,700.00

Date of Completion: September 15, 2007

% Performed with Own Forces: 47

Project: Preston County Courthouse Renovation

Owner: Preston County Commission

Architect: Buchart-Horn, Inc.

Contract Amount: \$1,284,000

Date of Completion: May 3, 2008

% Performed with Own Forces: 47

Project: Lee Street Elevator Replacement Building 22

Owner: Department of Administration General Services Division

Architect: Richard Kennedy & Associates

Contract Amount: \$858,000

Date of Completion: January 28, 2008

% Performed with Own Forces: 24

## Section 3.6

### Oval Construction Key Personnel

1. James Carney Jr. – Managing Member. 28 years experience in construction and architecture.
2. Eric Coffey- Project Manager. 30 years experience in the construction industry as a Project Manager and Estimator.
3. John Harrison- General Superintendent. 34 years in the construction industry beginning as a union carpenter progressing to a foreman, superintendent, and now general superintendent.
4. Michael Smith- Superintendent. 28 years in the construction industry beginning as a union carpenter progressing to a foreman and now a superintendent.

Each of these individuals is available to work on the Division of Public Transit Project.

OVAL CONSTRUCTION  
MANAGEMENT, L.L.C.

FINANCIAL STATEMENTS  
AND SUPPLEMENTARY INFORMATION  
YEARS ENDED DECEMBER 31, 2009 AND 2008

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CERTIFIED PUBLIC ACCOUNTANTS

To the Member  
Oval Construction Management, L.L.C.

We have reviewed the accompanying balance sheets of Oval Construction Management, L.L.C. (a limited liability company) as of December 31, 2009 and 2008, and the related statements of income and member's equity and cash flows for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of Oval Construction Management, L.L.C.

A review consists principally of inquiries of Company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with auditing standards generally accepted in the United States of America, the objective of which would be the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our reviews were made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America. The information included in the accompanying Schedules 1-3 is presented only for supplementary analysis purposes. Such information has not been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, but was compiled from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on the supplementary information.

*Suttle & Stalnaker, PLLC*  
Charleston, West Virginia  
March 3, 2010

**OVAL CONSTRUCTION MANAGEMENT, L.L.C.**  
**BALANCE SHEETS**  
**DECEMBER 31, 2009 AND 2008**

Assets	<u>2009</u>	<u>2008</u>
Cash and cash equivalents	\$ 329,403	189,628
Certificates of deposit	-	500,000
Contracts receivable	568,232	279,908
Costs and estimated earnings in excess of billings on uncompleted contracts	80,731	148,181
Other receivables	3,246	-
Prepaid expenses	8,205	14,460
	989,817	1,132,177
Total current assets	989,817	1,132,177
Property and equipment, net	98,868	114,038
	98,868	114,038
Property and equipment, net	98,868	114,038
Total assets	\$ 1,088,685	\$ 1,246,215
Liabilities and member's equity		
Accounts payable	\$ 420,973	\$ 269,436
Current portion of long-term debt	10,174	13,451
Billings in excess of costs and estimated earnings on uncompleted contracts	89,101	62,812
Accrued and withheld payroll taxes	2,867	5,837
Other current liabilities	608	9,625
	523,723	361,161
Total current liabilities	523,723	361,161
Long-term debt, net of current portion	38,926	17,444
	38,926	17,444
Long-term debt, net of current portion	38,926	17,444
Member's equity	526,036	867,610
	526,036	867,610
Member's equity	526,036	867,610
	\$ 1,088,685	\$ 1,246,215



**OVAL CONSTRUCTION MANAGEMENT, L.L.C.**  
**STATEMENTS OF INCOME AND MEMBER'S EQUITY**  
**YEARS ENDED DECEMBER 31, 2009 AND 2008**

5

	<u>2009</u>	<u>2008</u>
Contract revenues earned	\$ 5,811,350	\$ 8,293,394
Contract costs of revenues earned	<u>5,485,915</u>	<u>7,613,111</u>
Gross profit	<u>325,435</u>	<u>680,283</u>
General and administrative expenses:		
Salaries and wages	70,701	55,683
Payroll taxes	6,937	5,152
Employee benefits	20,774	24,171
Advertising	13,135	15,738
Automotive expense	16,103	12,134
Depreciation expense	41,558	34,050
Dues and subscriptions	8,669	5,069
Repairs and maintenance	8,702	5,887
Miscellaneous expense	6,453	692
Office expense	17,327	22,107
Other taxes and licenses	9,787	3,740
Professional services	11,300	12,795
Bad debts	11,289	38,566
Rent	10,145	8,338
Telephone	<u>8,632</u>	<u>5,840</u>
Total general and administrative	<u>261,512</u>	<u>249,962</u>
Other income (expense):		
Interest income	3,466	5,349
Interest expense	(2,918)	(3,932)
Loss on disposal of equipment	(394)	-
Total other income (expense)	<u>154</u>	<u>1,417</u>
Net income	64,077	431,738
Member's equity, beginning of period	867,610	654,658
Distribution to member	<u>(405,651)</u>	<u>(218,786)</u>
Member's equity, end of period	<u>\$ 526,036</u>	<u>\$ 867,610</u>

See Accompanying Notes and Accountants' Review Report

**OVAL CONSTRUCTION MANAGEMENT, L.L.C.**  
**STATEMENTS OF CASH FLOWS**  
**YEARS ENDED DECEMBER 31, 2009 AND 2008**

6

	<u>2009</u>	<u>2008</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income	\$ 64,077	\$ 431,738
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	41,558	34,050
Loss on disposal of equipment	394	
(Increase) decrease in:		
Contracts receivable	(288,324)	13,484
Cost and estimated earnings in excess of billings on uncompleted contracts	67,450	3,519
Prepaid expenses	6,255	30,379
Other receivables	(3,246)	572
Increase (decrease) in:		
Accounts payable	151,537	45,049
Billings in excess of costs and estimated earnings on uncompleted contracts	26,289	20,094
Accrued and withheld payroll taxes	(2,970)	(15,425)
Other current liabilities	(9,017)	(25,835)
	<u>54,003</u>	<u>537,625</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Proceeds from (purchases of) certificates of deposit	500,000	(500,000)
Purchases of property and equipment	(27,582)	(22,207)
Proceeds from sale of equipment	800	-
	<u>473,218</u>	<u>(522,207)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds from long-term debt	55,000	-
Repayment of long-term debt	(36,795)	(24,749)
Distributions to member	(405,651)	(218,786)
	<u>(387,446)</u>	<u>(243,535)</u>
Net increase (decrease) in cash and cash equivalents	139,775	(228,117)
Cash and cash equivalents, beginning of year	<u>189,628</u>	<u>417,745</u>
Cash and cash equivalents, end of year	<u>\$ 329,403</u>	<u>\$ 189,628</u>
<b>SUPPLEMENTAL DISCLOSURES:</b>		
Interest paid	<u>\$ 2,918</u>	<u>\$ 3,932</u>

See Accompanying Notes and Accountants' Review Report

**OVAL CONSTRUCTION MANAGEMENT, L.L.C.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDING DECEMBER 31, 2009 AND 2008**

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of the Business - Oval Construction Management, L.L.C. (the "Company"), a single member limited liability company located in Charleston, West Virginia, was formed on May 20, 2004. The Company provides general contracting services for commercial and industrial building projects, streetscape projects and civil projects.

Use of Estimates - The process of preparing financial statements in accordance with generally accepted accounting principles requires management to use estimates and assumptions regarding certain types of assets, liabilities, revenues and expenses. Such estimates relate primarily to unsettled transactions and events as of the date of the financial statements. Accordingly, upon settlement, actual results may differ from estimated amounts.

Cash and Cash Equivalents - The company considers all short-term investments with an original maturity of three months or less to be cash equivalents.

Revenue and Cost Recognition - Revenues from fixed-price construction contracts are recognized on the percentage-of completion method, measured by the percentage of costs incurred to date to estimated total costs for each contract. This method is used because management considers expended cost to be the best available measure of progress on these contracts. Because of the inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

Contract costs include all direct material and labor costs related to the contract performance, such as indirect labor, supplies, tools, and repairs. General and administration costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined.

Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income which are recognized in the period in which the revisions are determined. Changes in estimated profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements, are accounted for as changes in estimates in the current period.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts," represents billings in excess of revenues recognized.

**OVAL CONSTRUCTION MANAGEMENT, L.L.C.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDING DECEMBER 31, 2009 AND 2008**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Contracts Receivable - Contracts receivable are recorded when invoices are issued and are presented in the balance sheet net of the allowance for doubtful accounts. Contracts receivable are written off when they are determined to be uncollectible.

Management believes all contract receivables are fully collectible at December 31, 2009 and 2008. Consequently, no allowance for doubtful accounts has been established.

Equipment and Improvements - Equipment and improvements are recorded at cost. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When equipment and improvements are sold or retired, the related cost and accumulated depreciation are removed from the accounts and any gain or loss is included in income.

Depreciation is provided principally on the straight line method over the estimated useful lives of the assets, which are generally from three to seven years.

Income Taxes - The Company is not a taxpaying entity for federal income tax purposes, and thus no income tax expense has been recorded in the statements. Income of the Company is taxed to the individual member in their return.

Advertising Costs - The Company expenses all advertising and marketing costs as they are incurred. For the years ended December 31, 2009 and 2008, advertising and marketing expense totaled \$13,135 and \$15,738, respectively.

Shipping and Handling Costs - Shipping and handling costs paid by the Company are included in cost of sales.

Subsequent Events - Subsequent events have been evaluated through March 3, 2010, which is the date the financial statements were issued.

NOTE 2 - CASH

The Company maintains its cash deposits at one financial institution located in Charleston, West Virginia. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. At December 31, 2009 and 2008, the Company's uninsured cash balances totaled \$152,798 and \$63,479, respectively.

**OVAL CONSTRUCTION MANAGEMENT, L.L.C.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDING DECEMBER 31, 2009 AND 2008**

**NOTE 3 - CONTRACTS RECEIVABLE**

Contracts receivable consisted of the following at December 31 2009 and 2008:

	<u>2009</u>	<u>2008</u>
Completed contracts	\$ 20,632	\$ 10,330
Contracts in process	<u>547,600</u>	<u>269,578</u>
Total contracts receivable	<u>\$ 568,232</u>	<u>\$ 279,908</u>

**NOTE 4 - UNCOMPLETED CONTRACTS**

	<u>2009</u>	<u>2008</u>
Billings in Excess of Costs and Estimated Earnings:		
Contract costs incurred on uncompleted contracts	\$ 920,878	\$ 4,679,145
Estimated earnings	<u>66,139</u>	<u>293,555</u>
	987,017	4,972,700
Less: billings to date	<u>(1,076,118)</u>	<u>(5,035,512)</u>
	<u>\$ (89,101)</u>	<u>\$ (62,812)</u>

Costs and Estimated Earnings in Excess of Billings:

Contract costs incurred on uncompleted contracts	\$ 293,769	\$ 1,856,438
Estimated earnings	<u>15,665</u>	<u>192,581</u>
	309,434	2,049,019
Less: billings to date	<u>(228,703)</u>	<u>(1,900,838)</u>
	<u>\$ 80,731</u>	<u>\$ 148,181</u>

**OVAL CONSTRUCTION MANAGEMENT, L.L.C.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDING DECEMBER 31, 2009 AND 2008**

NOTE 5 - BACKLOG

The following schedule summarizes changes in backlog on contracts for the years ended December 31, 2009 and 2008. Backlog represents the amount of revenue the Company expects to realize from work to be performed on uncompleted contracts in process at year end.

	<u>2009</u>	<u>2008</u>
Backlog balance, beginning of year	\$ 3,347,201	\$ 1,962,504
New contracts during the year	3,865,234	9,267,986
Contract adjustments	<u>-</u>	<u>410,105</u>
	7,212,435	11,640,595
Less contract revenue earned during the year	<u>(5,811,350)</u>	<u>(8,293,394)</u>
Backlog balance, end of year	<u>\$ 1,401,085</u>	<u>\$ 3,347,201</u>

NOTE 6 - PROPERTY AND EQUIPMENT

Property and equipment consisted of the following at December 31, 2009 and 2008:

	<u>2009</u>	<u>2008</u>
Trucks and automobiles	\$ 159,876	\$ 132,294
Machinery and equipment	46,994	48,694
Office furniture and equipment	<u>16,131</u>	<u>16,131</u>
	223,001	197,119
Less: accumulated depreciation	<u>(124,133)</u>	<u>(83,081)</u>
	<u>\$ 98,868</u>	<u>\$ 114,038</u>

Depreciation expense for the years ended December 31, 2009 and 2008 totaled \$41,558 and \$34,050, respectively.

**OVAL CONSTRUCTION MANAGEMENT, L.L.C.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDING DECEMBER 31, 2009 AND 2008**

NOTE 7 - LONG-TERM DEBT

Long term debt at December 31, 2009 and 2008, consisted of the following:

	<u>2009</u>	<u>2008</u>
8.99% note payable to Ford Motor Credit, due in monthly installments of \$289 including interest, through November 2009, secured by a vehicle	\$ -	\$ 3,092
7.99% note payable to Huntington Banks, due in monthly installments of \$554 including interest, through January 2011, secured by a vehicle	-	12,045
5.5% note payable to BB&T, due in monthly installments of \$1,053 including interest through May 2014 secured by vehicles	49,100	-
8.13% note payable to Huntington Banks, due in monthly installments of \$490 including interest, through February 2012, secured by a vehicle	-	15,758
	49,100	30,895
Less: current portion	(10,174)	(13,451)
	<u>\$ 38,926</u>	<u>\$ 17,444</u>

Maturities of long-term debt are as follows:

<u>Years Ended December 31,</u>	<u>Amount</u>
2010	\$ 10,174
2011	10,748
2012	11,354
2013	11,995
2014	4,829
	<u>\$ 49,100</u>

The Company has available a line of credit with a local bank in the amount of \$450,000 that expires June 1, 2010. The line has an interest rate at equal to the bank's prime rate plus one percent. There was no outstanding balance on the line at December 31, 2009 and 2008.

**OVAL CONSTRUCTION MANAGEMENT, L.L.C.**  
**NOTES TO FINANCIAL STATEMENTS**  
**YEARS ENDING DECEMBER 31, 2009 AND 2008**

**NOTE 8 - LEASING ARRANGEMENTS**

The Company conducts its operations from facilities leased under a month-to-month lease. The lease provides for monthly payments in the amount of \$856. The lease may be cancelled by either party at the end of any month with thirty days prior written notice. Rent expense for the years ended December 31, 2009 and 2008 totaled \$10,145 and \$8,338, respectively.

**NOTE 9 - RETIREMENT PLAN**

The Company established a simplified employee pension plan, covering all employees who were at least 21 years of age and who worked three years. Employer contributions to the plan for the years ended December 31, 2009 and 2008 totaled \$0 and \$9,215, respectively.

**NOTE 10 - CONCENTRATIONS OF CREDIT RISK**

The Company had four customers in 2009 and one customer in 2008 that accounted for approximately 97% and 60% of accounts receivable at year end, respectively. Also, of the total revenue earned in 2009 and 2008, approximately 76% came from four customers in 2009 and approximately 58% came from one customer in 2008.

**NOTE 11 - SURETY BONDS**

The Company, as a condition for entering into some of its construction contracts, had outstanding surety bonds as of December 31, 2009 and 2008.



SUPPLEMENTARY INFORMATION

Oval Construction Management, L.L.C.  
Schedule 1 - Earnings from Contracts  
Year ended December 31, 2009

	<u>Revenues Earned</u>	<u>Cost of Revenues Earned</u>	<u>Gross Profit</u>
Contracts completed during the year	\$ 4,514,898	\$ 4,271,268	\$ 243,630
Contracts in process at the end of the year	<u>1,296,451</u>	<u>1,214,647</u>	<u>81,804</u>
	<u>\$ 5,811,349</u>	<u>\$ 5,485,915</u>	<u>\$ 325,434</u>

**Oval Construction Management, L.L.C.**  
**Schedule 2 - Completed Contracts**  
**Year ended December 31, 2009**

Construction Project	Contract Totals			Prior Year		Current Period		
	Revenues Earned	Cost of Revenues	Gross Profit (Loss)	Revenues Earned	Cost of Revenues	Revenues Earned	Cost of Revenues	Gross Profit (Loss)
White House	\$ 1,274,298	\$ 1,170,698	\$ 103,600	\$ 1,232,986	\$ 1,144,908	\$ 41,312	\$ 25,790	\$ 15,522
WV Water	319,534	244,803	74,731	304,323	231,885	15,211	12,918	2,293
Auditorium Renovation	5,253,109	4,900,180	352,929	4,855,317	4,577,712	397,792	322,468	75,324
Tunnell Structural Modification	74,900	50,554	24,346	28,676	21,019	46,224	29,535	16,689
Tucker County Courthouse	132,036	119,803	12,233	117,383	101,433	14,653	18,370	(3,717)
Goodwill Warehouse	1,795,164	1,859,291	(64,127)	456,959	434,459	1,338,205	1,424,832	(86,627)
Marshall University Locker Rooms	1,577,477	1,456,663	120,814	24,472	23,354	1,553,005	1,433,309	119,695
Kanawha County Commission	269,508	247,653	21,855	-	-	269,508	247,653	21,855
St. John's Sanitary & Storm Repairs	166,745	163,342	3,403	-	-	166,745	163,342	3,403
WV Water	154,035	124,356	29,679	-	-	154,035	124,356	29,679
Museum Gift Shop	440,819	401,365	39,454	-	-	440,819	401,365	39,454
Miscellaneous small jobs	78,992	68,143	10,849	1,603	813	77,389	67,330	10,059
	<u>\$ 11,536,617</u>	<u>\$ 10,806,851</u>	<u>\$ 729,766</u>	<u>\$ 7,021,719</u>	<u>\$ 6,535,583</u>	<u>\$ 4,514,898</u>	<u>\$ 4,271,268</u>	<u>\$ 243,630</u>

**Oval Construction Management, L.L.C.**  
**Schedule 3 - Contracts in Progress**  
**Year Ended December 31, 2009**

Construction Project	Job Costs Incurred to Date	Estimated Costs to Complete	Total Contract Price	Revenue Earned	Billings to Date	Costs in Excess of Billings	Billings in Excess of Costs
Bollard Systems	\$ 222,963	\$ 39,616	\$ 307,000	\$ 260,682	\$ 270,100	\$ -	\$ 9,418
Charleston Armory	100,901	54,975	167,876	108,669	140,488	-	31,819
Canopy Foundations & Streetscape	289,914	578,728	914,260	305,139	228,703	76,436	-
Ravenswood High School	597,014	483,267	1,117,652	617,666	665,530	-	47,864
Prestera Center Elevator	3,855	232,645	263,500	4,295	-	4,295	-
	<u>\$ 1,214,647</u>	<u>\$ 1,389,231</u>	<u>\$ 2,770,288</u>	<u>\$ 1,296,451</u>	<u>\$ 1,304,821</u>	<u>\$ 80,731</u>	<u>\$ 89,101</u>

See Accountants' Report

BID FORM #  
BF5

CONTRACTORS LICENSE

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.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTOR'S LICENSE NUMBER ON THEIR BID.

**BIDDER TO COMPLETE AND SUBMIT WITH BID:**

CONTRACTOR'S NAME: Oval Construction Mgmt. LLC

CONTRACTOR'S LICENSE NO: WV037157

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.**

**BID FORM #7**

**BUY AMERICA CERTIFICATION**

***Bidder or offerer to complete correct certification.***

**Certificate of Compliance with Section 165(a)**

The bidder or offerer hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

8/18/2010  
Date

*[Signature]*  
Authorized Signature

Oval Construction Mgmt.  
Company Name

*[Signature]* James Carney Jr.  
Name

Managing Member  
Title

**Certificate for Non-Compliance with Section 165(a)**

The bidder or offerer hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirement pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Act of 1982, as amended, and the regulations in 49 CFR 661.7.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

## BID FORM #8

**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (applicant for an FTA grant or cooperative agreement, or potential contractor for a major third party contract),

Oval Construction Mgmt. (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(If the primary participant (applicant for an FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (APPLICANT FOR AN FTA GRANT OR COOPERATIVE AGREEMENT, OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT),


Jim Cooney, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Jim Cooney managing member  
Signature and Title of Authorized Official

**BID FORM#8A**

James Carney Jr. hereby certifies that it **IS** or **IS NOT** (specify one) included on the U.S Comptroller General's Consolidated List of Persons or Firms Currently Debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

8/18/10  
Date

  
Authorized Signature

Managing Member  
Title

Oval Construction Mgmt  
Company Name



**BID FORM # 9**

**VENDOR'S CERTIFICATION OF UNDERSTANDING AND ACCEPTANCE**

The Contractor hereby certifies that all Technical Specifications and Contract Terms and Conditions have been carefully reviewed, are fully understood and shall be adhered to in performance and completion of any contract resulting from this bid.

8/18/10  
Date

*[Handwritten Signature]*  
Authorized Signature

Managing Member  
Title

Oval Construction Mgmt.  
Company Name

**SPECIFICATION COMPLIANCE**

**NOTE: Please check if what is offered is in exact compliance with specifications. Any discrepancies must be listed as an attachment to the bid proposal. Exact dimensions and/or descriptions must be provided as a part of the Contractor's bid proposal when submitted.**

Bid proposal submitted meets and/or exceeds all specification requirements.

Bid proposal submitted contains deviations from specification requirements. Detailed descriptions of these deviations have been provided with this bid proposal.

BID FORM #10

CERTIFICATION OF RESTRICTIONS ON LOBBYING

The undersigned (Vendor, Contractor) certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance.
- 2. If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the undersigned assures that it will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," Rev. 7-97; and
- 3. The undersigned understands that the language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance.

Undersigned understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The undersigned also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The (Vendor, Contractor) Oval Construction Mgmt; certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the (Vendor, Contractor) understands and agrees that the provisions of 31 U.S.C. §§ 3801, et seq., apply to this certification and disclosure.

8/18/10 \_\_\_\_\_  
 Date Authorized Signature

MANAGING MEMBER  
 Title

**BID FORM #11**

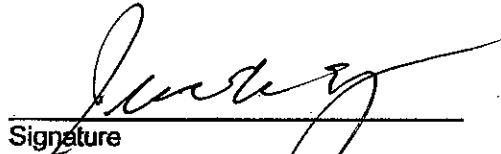
**ADDENDUM ACKNOWLEDGMENT**

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

**Addendum No.'s:**

- No. 1
- No. 2
- No. 3
- No. 4
- No. 5

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

  
Signature  
Oval Construction Mgmt.  
Company  
8/18/10  
Date

**BID FORM #13****DISADVANTAGED BUSINESS ENTERPRISE  
PARTICIPATION CONFIRMATION CERTIFICATION**

**NOTE: BID FORM #13 MUST BE INCLUDED FROM EACH DBE  
SUBCONTRACTOR/SUPPLIER THAT IS PARTICIPATING IN  
THE CONTRACT.\***

This DBE subcontractor/supplier confirms that he/she is participating in the contract as provided in the prime Contractor's Plan For DBE Participation (Bid Form #12). Signature on this form does not constitute a contract between the prime contractor and subcontractor/supplier.

8/18/10  
Date

*John Gray*  
Authorized Signature

operations manager  
Title

Fox Engineering  
Company Name

***\*Please make as many copies of this bid form as needed.***



**BID BOND**

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
**PTR11003: Construction of a metal and brick pre-engineered maintenance building at**  
**Calhoun County Park in Grantsville**

**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  
18th day of August, 2010.

Principal Corporate Seal

Oval Construction Management, LLC

(Name of Principal)

By [Signature]

(Must be President or  
Vice President)

MANAGING MEMBER

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

[Signature]  
Attorney-in-Fact

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/09/07, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752402 00

General  
Power  
of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**A. L. STANCHINA, C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYE, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN M. HUBBARD-SHERROD, JOINTLY OR SEVERALLY**

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this **09th** day of **MAY** A.D., **2007**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio  
County of Medina ss.:

On this **09th** day of **MAY** A.D., **2007**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed

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

State of Ohio  
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **18th** day of **August** A.D., **2010**

  
Frank A. Carrino, Secretary



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

I, Jim Carney, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Oval Construction Mgmt.; and,  
(Company Name)
- 2. I do hereby attest that Oval Construction Mgmt.  
(Company Name)

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

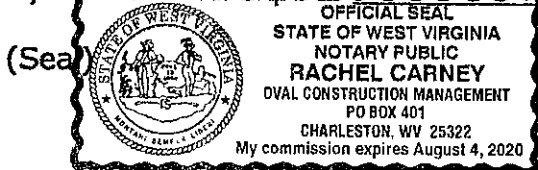
The above statements are sworn to under the penalty of perjury.

Oval Construction Mgmt.  
(Company Name)

By: [Signature]  
Title: Managing Member  
Date: 8/17/10

Taken, subscribed and sworn to before me this 17 day of Aug. 2010

By Commission expires 8/4/20



Rachel Carney  
(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. PTR 11003

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Oval Construction Mgmt, LLC

Authorized Signature: [Signature] Date: 8/18/10

State of West Virginia

County of Kanawha to-wit:

Taken, subscribed, and sworn to before me this 18 day of August, 2010.

My Commission expires August 4, 2020

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Rachel Carney

