



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  
**PTR11054**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

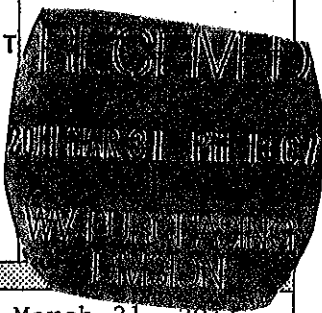
Phoenix Associates, Inc.  
 501 East Street  
 Parkersburg, WV 26101

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
02/02/2011				

BID OPENING DATE: **03/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		968-20	<del>\$2,099,500.00</del>	<del>\$2,099,500.00</del>
OFFICE AND MAINTENANCE FACILITY						
<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 FOR THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION, DIVISION OF PUBLIC TRANSIT AND BUILT FOR THE LITTLE KANAWHA BUS LOCATED IN GRANTSVILLE, WV.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 02/15/11 AT 10:30 AM AT THE LITTLE KANAWHA BUS OFFICE LOCATED AT 794 ARNOLDSBURG ROAD, ARNOLDSBURG, WV 25234. 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</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE (304) 485-3255 DATE March 31, 2011

TITLE President FEIN 55-0654654 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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**2**

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

VENDOR

RFQ COPY  
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Phoenix Associates, Inc.  
 501 East Street  
 Parkersburg, WV 26101

SHIP TO

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

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<p>WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 02/18/2011. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>THE BIDDING DOCUMENTS CONSIST OF THE REQUEST FOR QUOTATION, PLAND AND SPECIFICATIONS.</p> <p>REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING:</p> <p>FRANK WHITTAKER, SENIOR BUYER          WV PURCHASING DIVISION          1019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305          TELEPHONE: 304-558-2316</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING:</p> <p>MICHAEL BAKER JR., INC.          ENGINEERS &amp; ARCHITECTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE (304) 485-3255	DATE March 31, 2011	
TITLE President	FEIN 55-0654654	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>588 WEST WASHINGTON STREET            CHARLESTON, WV 25313            TELEPHONE: 304-769-0821</p> <p>PLANS AND SPECIFICATIONS MAY BE PURCHASED AT \$ 210.00, PLUS \$25.00 SHIPPING AND HANDLING FOR SETS THAT ARE MAILED, WHICH IS NON-REFUNDABLE. ADDITIONAL SETS MAY BE PURCHASED AT ACTUAL COST. 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 TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 425 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED IN WRITING.</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>						

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
TITLE <b>President</b>			TELEPHONE <b>(304) 485-3255</b>		DATE <b>March 31, 2011</b>
FEIN <b>55-0654654</b>			ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR CALHOUN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$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 B SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH</p>						

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**5**

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<p>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 ACCECPTABLE 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>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: (304)485-3255 DATE: March 31, 2011

TITLE: President FEIN: 55-0654654 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <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</p>						

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<p>EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1            ... X .....</p> <p>NO. 2            ... X .....</p> <p>NO. 3            ... X .....</p> <p>NO. 4            ... X .....</p> <p>NO. 5            ... .....</p> <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>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE (304) 485-3255	DATE March 31, 2011
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
 .....SIGNATURE Phoenix Associates, Inc. ....COMPANY March 31, 2011 .....DATE REV. 11/96 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 B 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 CONTRACTORS LICENSE NUMBER ON THEIR BID. BIDDER TO COMPLETE: CONTRACTORS NAME: Phoenix Associates, Inc. CONTRACTORS LICENSE NO.: WV001100 THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE (304)485-3255	DATE March 31, 2011
TITLE President	FEIN 55-0654654	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  
**PTR11054**

PAGE  
**9**

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

VENDOR

**RFQ COPY  
 TYPE NAME/ADDRESS HERE**

Phoenix Associates, Inc.  
 501 East Street  
 Parkersburg, WV 26101

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
02/02/2011				

BID OPENING DATE: **03/17/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>APPLICABLE LAW</b></p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;"><b>NOTICE</b></p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>(304)485-3255</b>	DATE <b>March 31, 2011</b>
TITLE <b>President</b>	FEIN <b>55-0654654</b>	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  
**PTR11054**

PAGE  
**10**

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

PROPERTY

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

Phoenix Associates, Inc.  
 501 East Street  
 Parkersburg, WV 26101

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
02/02/2011				

BID OPENING DATE: **03/17/2011** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>SEALED BID</b> BUYER: 44 REQ. NO.: PTR11054 BID OPENING DATE: 03/17/2011 BID OPENING TIME: 1:30 PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 485-3261 ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Tim Coffman ----- ***** THIS IS THE END OF RFQ PTR11054 ***** TOTAL: \$ <u>2,099,500.00</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: (304) 485-3255 DATE: March 31, 2011

TITLE: President FEIN: 55-0654654 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

Proposal of Phoenix Associates, Inc. hereinafter called Bidder, organized and existing under the laws of the State of West Virginia doing business as a corporation \*. 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 NINETY NINE THOUSAND FIVE HUNDRED DOLLARS

(Amount to be shown in both words and numbers) \$ 2,099,500.00

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:** West Virginia Division of Public Transit

**ADDRESS:** 1900 Kanawha Blvd., East  
State Capitol Complex - Building 5  
Charleston, WV 25305

**SUBMITTED BY:**

**NAME:** Phoenix Associates, Inc.

**ADDRESS:** 501 East Street, Parkersburg, WV 26101

**PRINCIPAL OFFICE:**

- Corporation  
 Partnership  
 Individual  
 Joint Venture  
 Other

**NAME OF PROJECT (if applicable):**

Little Kanawha Bus Administrative and Maintenance Facility

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

- General Construction  
 HVAC  
 Electrical  
 Plumbing  
 Other (please specify)

**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. ORGANIZATION**

§ 1.1 How many years has your organization been in business as a Contractor? 25 years

§ 1.2 How many years has your organization been in business under its present business name? 25 years

§ 1.2.1 Under what other or former names has your organization operated? None

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

§ 1.3.1 Date of incorporation: July, 1985

§ 1.3.2 State of incorporation: West Virginia

§ 1.3.3 President's name: Scott L. Stephens

§ 1.3.4 Vice-president's name(s) John M. Coffman

§ 1.3.5 Secretary's name: Linda S. Stephens

§ 1.3.6 Treasurer's name: Linda S. Stephens

§ 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:

§ 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.

West Virginia - Contractor's License No. WV001100

West Virginia Business Registration - Account #1039-1387

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

§ 3. EXPERIENCE

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

General Trades, Concrete Masonry, Steel Erection, Finishes

§ 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.

§ 3.4.1 State total worth of work in progress and under contract: \$3,253,500.00

§ 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.

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

\$5,084,000.00

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

**§ 4. REFERENCES****§ 4.1 Trade References:**

Architectural Interior Products, Inc., Vienna, WV (304) 375-6395  
 Badger Lumber Company, Parkersburg, WV (304) 485-4452  
 Cardinal Concrete Company, Parkersburg, WV (304) 485-1708  
 Varco Pruden Buildings, Atlanta, GA (336) 996-4801

**§ 4.2 Bank References:**

WesBanco  
 415 Market Street  
 Parkersburg, WV 26101  
 (304) 480-2500

**§ 4.3 Surety:**

**§ 4.3.1 Name of bonding company:** Ohio Farmers Insurance Company

**§ 4.3.2 Name and address of agent:** Waters Insurance Agency  
 700 Ann Street  
 Parkersburg, WV 26101

**§ 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:**

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 User Notes: (2533789901)

Suttle & Stalnaker, PLLC  
P. O. Box 149  
Parkersburg, WV 26102

§ 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 17th day of March, 2011

Name of Organization: Phoenix Associates, Inc.

By:



Title: President

§ 6.2

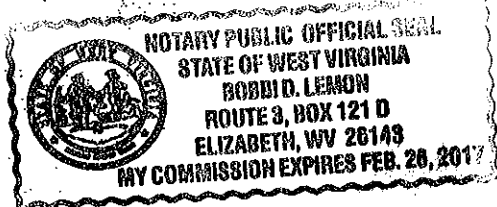
Scott L. Stephens being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 17th day of March 20 11

Notary Public: Bobbi D. Lemon



My Commission Expires: February 26, 2017





# PHOENIX ASSOCIATES, INC.

GENERAL CONTRACTORS

Contractor's License No. WV001100

## CONTRACTOR'S QUALIFICATION STATEMENT Paragraph 3.4 – Construction Projects in Progress

Project: Interior Renovations for Mid-Ohio Valley Technical Institute

Owner: The Mid-Ohio Valley Technical Institute

Architect: ZMM, Inc.

Contract Amount: \$182,500.00

Percentage Complete: 90%

Scheduled Completion Date: March, 2011

Project: Building Additions

Owner: J&M Industrial

Contract Amount: \$200,000.00

Percentage Complete: 80%

Scheduled Completion Date: April, 2011

Project: Armstrong Industries Site Development

Owner: Armstrong World Industries

Contract: \$1,323,000.00

Percentage Complete: 15%

Scheduled Completion Date: July, 2011

Project: WVUP Market Street Building Façade

Owner: West Virginia University – Parkersburg

Architect: Pickering Associates, Inc.

Contract Amount: \$223,000.00

Percent Complete: 50%

Scheduled Completion Date: June, 2011

Project: Marietta Memorial Hospital Cardiopulmonary Technical Suite

Owner: Marietta Memorial Hospital

Architect: Vargo, Cassady, Ingham & Gibbs Architects, Inc.

Contract Amount: \$60,000.00

Percent Complete: 90%

Scheduled Completion Date: March, 2011

Project: Ritchie County Lakeside Recreation Area  
Owner: Ritchie County Parks & Recreation Commission  
Architect: Cerrone Associates, Inc.  
Contract Amount: \$611,000.00  
Percent Complete: 0%  
Scheduled Completion Date: July, 2011

Project: Sistersville Tank Office Building Addition  
Owner: Sistersville Tank Works, Inc.  
Architect: Design-Build  
Contract Amount: \$216,000.00  
Percent Complete: 0%  
Scheduled Completion Date: July, 2011

Project: Steel Dynamics Fabrication Shop Addition  
Owner: Steel Dynamics LLC  
Architect: Design-Build  
Contract Amount: \$208,000.00  
Percent Complete: 0%  
Scheduled Completion Date: July, 2011

Project: Country Club Chrysler Showroom  
Owner: Country Club Chrysler  
Architect: Design-Build  
Contract Amount: \$230,000.00  
Percent Complete: 0%  
Scheduled Completion Date: July, 2011



# PHOENIX ASSOCIATES, INC.

GENERAL CONTRACTORS  
Contractor's License No. WV001100

## CONTRACTOR'S QUALIFICATION STATEMENT Paragraph 3.5 – Major Completed Projects in Last Five Years

**Project: Med One Project**

Owner: Marietta Memorial Hospital  
Architect: Trinity Health Group  
Contract Amount: \$264,800.00  
Year Completed: 2010  
% of Self-performed Work: 41%

**Project: Bulk Fuel Distribution Facility**

Owner: St. Mary's Refining Company  
Architect: Ashland Engineers & Associates, Inc.  
Contract Amount: \$293,000.00  
Year Completed: 2010  
% of Self-performed Work: 75%

**Project: Addition to Office Building for Lease to L&P Services**

Owner: Mark Wharton  
Architect: Lee & Haught Architects  
Contract Amount: \$128,000.00  
Year Completed: 2010  
% of Self-performed Work: 70%

**Project: Addition to Warehouse**

Owner: J & M Industrial Services  
Architect: Design/Build  
Contract Amount: \$77,000.00  
Year Completed: 2010  
% of Self-performed Work: 100%

**Project: New Lease Building for Bureau of Public Debt Mail & Records Facility**

Owner: C&T LLC  
Architect: Lee & Haught Architects  
Contract Amount: \$5,154,000.00  
Year Completed: 2009  
% of Self-performed Work: 44%

- Project: New MRI Center & Physicians Office Building  
Owner: GKG LLC  
Architect: Pickering Associates  
Contract Amount: \$614,000.00  
Year Completed: 2009  
% of Self-performed Work: 70%
- Project: Marietta Memorial Hospital ICU Renovations  
Owner: Marietta Memorial Hospital  
Architect: Vargo, Cassady, Ingham & Gibbs  
Contract Amount: \$635,900.00  
Year Completed: 2009  
% of Self-performed Work: 47%
- Project: New All Sports Athletic & Event Center (E.L.I.T.E. Sports Center)  
Owner: ASC Enterprises LLC  
Architect: Design/Build  
Contract Amount: \$980,000.00  
Year Completed: 2009  
% of Self-performed Work: 55%
- Project: Build-Out of Lease Space in Parkersburg Orthopedics Building  
Owner: Parkersburg Orthopedic Associates  
Architect: Design/Build  
Contract Amount: \$395,000.00  
Year Completed: 2009  
% of Self-performed Work: 33%
- Project: Marietta Memorial Hospital Physicians Suite 212  
Owner: Marietta Memorial Hospital  
Architect: Vargo, Cassady, Ingham & Gibbs  
Contract Amount: \$223,700.00  
Year Completed: 2009  
% of Self-performed Work: 47%
- Project: Renovate Lease Space into Ripley Family Medical Clinic  
Owner: Wirt County Health Services Association  
Architect: Design/Build  
Contract Amount: \$205,000.00  
Year Completed: 2009  
% of Self-performed Work: 45%

- Project: Wood County Schools Science Materials Warehouse  
Owner: Wood County Board of Education  
Architect: Design/Build  
Contract Amount: \$169,800.00  
Year Completed: 2009  
% of Self-performed Work: 78%
- Project: First Neighborhood Bank Drive-Thru Renovation  
Owner: First Neighborhood Bank  
Architect: Design/Build  
Contract Amount: \$87,500.00  
Year Completed: 2009  
% of Self-performed Work: 68%
- Project: Parkersburg High School Stadium Concession Stand/Restroom Building  
Owner: Parkersburg High School Stadium Committee  
Architect: Design/Build  
Contract Amount: \$185,000.00  
Year Completed: 2009  
% of Self-performed Work: 59%
- Project: Ohio Valley Ambulatory Surgical Center  
Owner: Ohio Valley Surgical Center LLP  
Architect: Hardaway Associates  
Contract Amount: \$1,517,400.00  
Year Completed: 2008  
% of Self-performed Work: 30%
- Project: Conversion of Existing Building into Bar-B-Cutie Restaurant  
Owner: BBQ Marietta, Inc.  
Architect: David Ports Architect, Inc.  
Contract Amount: \$368,500.00  
Year Completed: 2008  
% of Self-performed Work: 42%
- Project: Warehouse Renovation  
Owner: Rex Scholl  
Architect: Design/Build  
Contract Amount: \$361,000.00  
Year Completed: 2008  
% of Self-performed Work: 100%



Project: Roane General Hospital ER Expansion

Owner: Roane General Hospital

Architect: Jerry Goff Architects

Contract Amount: \$272,600.00

Year Completed: 2008

% of Self-performed Work: 71%

Project: Selby General Hospital MRI Addition

Owner: Marietta Memorial Hospital

Architect: Vargo, Cassady, Ingham & Gibbs

Contract Amount: \$602,000.00

Year Completed: 2008

% of Self-performed Work: 22%

Project: Airplane Hanger Building Renovation & Addition

Owner: Concepts West Corporation

Architect: Design/Build

Contract Amount: \$184,000.00

Year Completed: 2008

% of Self-performed Work: 100%

Project: Family Dollar Store Fire Restoration

Owner: Mike Cora

Architect: Lee & Haught Architects

Contract Amount: \$418,000.00

Year Completed: 2008

% of Self-performed Work: 60%

Project: New Sonic Restaurant

Owner: Tim Kilroy

Architect: Sonic Corporation

Contract Amount: \$536,000.00

Year Completed: 2008

% of Self-performed Work: 53%

Project: City Park Pool House Renovations

Owner: City of Parkersburg

Architect: City of Parkersburg

Contract Amount: 187,000.00

Year Completed: 2008

% of Self-performed Work: 45%

- Project: New Building for Rio Grande Community College  
Owner: Meigs County Community Improvement Commission  
Architect: Jerry Goff Architects  
Contract Amount: \$2,271,700.00  
Year Completed: 2007  
% of Self-performed Work: 21%
- Project: New Warehouse Building for Lease to BDI  
Owner: Ohio Valley Land Company  
Architect: Design/Build  
Contract Amount: \$231,700.00  
Year Completed: 2007  
% of Self-performed Work: 66%
- Project: New Office Building for Lease to L&P Services  
Owner: Mark Wharton  
Architect: Lee & Haught Architects  
Contract Amount: \$205,250.00  
Year Completed: 2007  
% of Self-performed Work: 84%
- Project: Marietta Memorial Hospital Psychiatric Center  
Owner: Marietta Memorial Hospital  
Architect: Vargo, Cassady, Ingham & Gibbs  
Contract Amount: \$200,100.00  
Year Completed: 2007  
% of Self-performed Work: 43%
- Project: New Office Building Parking Lot  
Owner: Simonton Windows  
Architect: Floyd Browne Group  
Contract Amount: \$205,000.00  
Year Completed: 2007  
% of Self-performed Work: 82%
- Project: New Fabrication Shop  
Owner: Somerville Fabricators  
Architect: Design/Build  
Contract Amount: \$238,000.00  
Year Completed: 2007  
% of Self-performed Work: 100%

Project: New Office Building & Addition to Fabrication Shop

Owner: Steel Dynamics LLC

Architect: Bradley Payne

Contract Amount: \$540,000.00

Year Completed: 2007

% of Self-performed Work: 77%

Project: Renovation of Existing Space into Call Center

Owner: Woodcraft Supply Corporation

Architect: Design/Build

Contract Amount: \$316,000.00

Year Completed: 2007

% of Self-performed Work: 49%

Project: New Office Building

Owner: Magnum Magnetics Corporation

Architect: Bradley Payne

Contract Amount: \$310,000.00

Year Completed: 2007

% of Self-performed Work: 90%

Project: New Maintenance Building

Owner: City of Parkersburg

Architect: Design/Build

Contract Amount: \$190,000.00

Year Completed: 2007

% of Self-performed Work: 89%

Project: New Church Building

Owner: Lubeck Community Baptist Church

Architect: Design/Build

Contract Amount: \$600,000.00

Year Completed: 2007

% of Self-performed Work: 60%

Project: Plastics Service Center Phase IV

Owner: Polymer Alliance Services

Architect: Design/Build

Contract Amount: \$1,293,000.00

Year Completed: 2007

% of Self-performed Work: 92%

- Project: New Physicians Office Building  
Owner: Parkersburg Orthopedic Associates  
Architect: SMG Architects  
Contract Amount: \$2,289,000.00  
Year Completed: 2006  
% of Self-performed Work: 51%
- Project: New Family Health Clinic Facility (River Valley Health Center)  
Owner: Wirt County Health Services Association, Inc.  
Architect: Jerry Goff Architects  
Contract Amount: \$1,215,000.00  
Year Completed: 2006  
% of Self-performed Work: 52%
- Project: Manufacturing Plant Expansion  
Owner: Simonton Windows  
Architect: David Sladek, P.E.  
Contract Amount: \$5,088,000.00  
Year Completed: 2006  
% of Self-performed Work: 18%
- Project: New Elevator  
Owner: 1<sup>st</sup> Baptist Church of Spencer  
Architect: Design/Build  
Contract Amount: \$117,000.00  
Year Completed: 2006  
% of Self-performed Work: 92%
- Project: New Senior Citizens Center  
Owner: City of Vienna  
Architect: Chapman Technical Group  
Contract Amount: \$336,000.00  
Year Completed: 2006  
% of Self-performed Work: 35%
- Project: Conversion of Existing Building into New Manufacturing Facility  
Owner: EDI, Inc.  
Architect: Lee & Haught Architects  
Contract Amount: \$401,000.00  
Year Completed: 2006  
% of Self-performed Work: 89%

- Project: New Gas Station  
Owner: Certified Oil  
Architect: Certified Oil  
Contract Amount: \$157,000.00  
Year Completed: 2006  
% of Self-performed Work: 50%
- Project: New Truck Maintenance Garage  
Owner: Simonton Windows  
Architect: Design/ Build  
Contract Amount: \$243,000.00  
Year Completed: 2006  
% of Self-performed Work: 76%
- Project: Plastics Service Center Phase III  
Owner: Polymer Alliance Services  
Architect: Design/Build  
Contract Amount: \$1,200,000.00  
Year Completed: 2006  
% of Self-performed Work: 92%



# PHOENIX ASSOCIATES, INC.

GENERAL CONTRACTORS  
Contractor's License No. WV001100

## CONTRACTOR'S QUALIFICATION STATEMENT Paragraph 3.6 - Key Personnel

### **Scott L. Stephens**

Position: President and Operations Manager

Education: M. S. Civil Engineering  
Ohio University, 1979

#### Construction Experience:

1979 - 1981 - Estimator and Project Manager, Carl E. Stephens Construction Co., Parkersburg, WV, on projects ranging from \$100,000.00 to \$2,000,000.00.

1981 - 1983 - Project Field Superintendent, Carl E. Stephens Construction Co., Parkersburg, WV, on projects from \$400,000.00 to \$6,000,000.00.

1983 - 1985 - Estimator and Project Manager, Carl E. Stephens Construction Co., Parkersburg, WV, on projects from \$100,000.00 to \$3,000,000.00.

1985 - Present - President and General Manager, Phoenix Associates, Inc.

Present Commitment: Overall company management including serving as general superintendent for all field operations, as well as project manager on specific projects.

### **John M. Coffman**

Position: Vice President and Controller

Education: B. S. Business Administration  
West Virginia University, 1972

#### Construction Experience:

1975 - 1977 - Cost Control Analyst, Carl E. Stephens Construction Co., Parkersburg, WV

1977 - 1991 - Controller, Corporate Secretary - Treasurer and Project Manager, Carl E. Stephens Construction Co., Parkersburg, WV, during which the firm averaged \$7,000,000.00 yearly volume, served as project manager on projects ranging from \$100,000.00 to \$2,000,000.00.

1991 - Present - Project Manager/Controller, Phoenix Associates, Inc.

Present Commitment: Company financial management, and project manager performing estimating, purchasing and contract administrative duties on selected projects.

**Timothy M. Coffman**

Position: Project Manager/Estimator

Education: B. S. Civil Engineering  
West Virginia University, 1994

Construction Experience:

1985 - 1990 - Construction laborer, Phoenix Associates, Inc., Parkersburg, WV

1990 - 1995 - Estimator, Phoenix Associates, Inc., Parkersburg, WV

1994 - Field Inspector, Thrasher Engineering, Clarksburg, WV

1995 - 1996 - Field Technician, Ahern & Associates, Inc., Charleston, WV

1996 - Present - Project Manager, Phoenix Associates, Inc., Parkersburg, WV

Present Commitment: Project Manager performing estimating, purchasing and contract administrative duties on certain projects.



CERTIFIED PUBLIC ACCOUNTANTS  
HarmanThompson Division

## ACCOUNTANTS' REVIEW REPORT

Board of Directors  
Phoenix Associates, Inc.  
Parkersburg, West Virginia

We have reviewed the accompanying balance sheets of Phoenix Associates, Inc. as of December 31, 2009 and 2008, and the related statements of income, changes in stockholders' 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 Phoenix Associates, Inc.

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 is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our review, 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.

*Suttle & Stalnaker PLLC*

Parkersburg, West Virginia  
April 21, 2010

Towne Square • 201 Third Street • PO Box 149 • Parkersburg, WV 26102  
Phone (304)-485-6584 • Fax (304)-485-0971  
The Virginia Center • 1411 Virginia Street, East • Suite 100 • Charleston, WV 25301  
Phone (304)-343-4126 or 1-(800)-788-3844 • Fax (304)-343-8008

www.suttlecpas.com • E-mail: cpa@suttlecpas.com  
A Professional Limited Liability Company



**PHOENIX ASSOCIATES, INC.**  
**BALANCE SHEETS**  
**DECEMBER 31, 2009 AND 2008**

**STATEMENT I**

	<b>DECEMBER 31,</b>	
	<b>2009</b>	<b>2008</b>
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 3,001,169	\$ 1,689,140
Contracts Receivable	204,934	934,303
Accounts Receivable - Employees	6,670	36,276
Deposits and Prepaid Expenses	29,539	19,465
Investments	1	1
Cost and Estimated Earnings in Excess of Billings on Uncompleted Contracts	8,637	152,399
<b>TOTAL CURRENT ASSETS</b>	<b>\$ 3,250,950</b>	<b>\$ 2,831,584</b>
<b>PROPERTY AND EQUIPMENT</b>		
Vehicles	\$ 222,327	\$ 208,603
Office Furniture and Equipment	48,971	48,971
Construction Equipment	828,870	828,870
Leasehold Improvements	51,743	51,743
LESS: Accumulated Depreciation	(1,091,278)	(1,071,822)
<b>TOTAL PROPERTY AND EQUIPMENT</b>	<b>\$ 60,633</b>	<b>\$ 66,365</b>
<b>OTHER ASSETS</b>		
Cash Surrender Value of Life Insurance	\$ 219,129	\$ 195,466
<b>TOTAL OTHER ASSETS</b>	<b>\$ 219,129</b>	<b>\$ 195,466</b>
<b>TOTAL ASSETS</b>	<b>\$ 3,530,712</b>	<b>\$ 3,093,415</b>

See accountants' review report and notes to financial statements.

**PHOENIX ASSOCIATES, INC.**  
**BALANCE SHEETS**  
**DECEMBER 31, 2009 AND 2008**  
**(CONTINUED)**

**STATEMENT I**

	<b>DECEMBER 31,</b>	
	<b>2009</b>	<b>2008</b>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES</b>		
Accounts Payable - Trade	\$ 42,330	\$ 152,650
Accrued Expenses and Taxes Payable	80,506	95,773
Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts	52,311	705,435
<b>TOTAL CURRENT LIABILITIES</b>	<b>\$ 175,147</b>	<b>\$ 953,858</b>
<b>STOCKHOLDERS' EQUITY</b>		
Common Stock, \$100 Par Value, 120 Shares Issued and Outstanding as of December 31, 2009 and 2008	\$ 12,000	\$ 12,000
Additional Paid in Capital	314,000	314,000
Retained Earnings	3,044,567	1,828,561
Accumulated Other Comprehensive Income (Expense)	(15,002)	(15,004)
<b>TOTAL STOCKHOLDERS' EQUITY</b>	<b>\$ 3,355,565</b>	<b>\$ 2,139,557</b>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>	<b>\$ 3,530,712</b>	<b>\$ 3,093,415</b>

See accountants' review report and notes to financial statements.

**PHOENIX ASSOCIATES, INC.**  
**STATEMENTS OF INCOME**  
**FOR THE YEARS ENDED DECEMBER 31, 2009 AND 2008**

**STATEMENT II**

	<b>DECEMBER 31,</b>	
	<b>2009</b>	<b>2008</b>
<b>CONTRACT REVENUES EARNED</b>	<b>\$ 6,794,629</b>	<b>\$ 6,789,236</b>
<b>COST OF REVENUES EARNED</b>		
Material Costs	\$ 983,571	\$ 2,489,909
Labor Costs	999,904	1,081,245
Sub-Contractor Costs	<u>2,598,282</u>	<u>2,302,829</u>
<b>TOTAL COST OF REVENUES EARNED</b>	<b>\$ 4,581,757</b>	<b>\$ 5,873,983</b>
<b>GROSS PROFIT</b>	<b>\$ 2,212,872</b>	<b>\$ 915,253</b>
<b>SELLING, GENERAL, AND ADMINISTRATIVE EXPENSES</b>	<u>967,522</u>	<u>970,637</u>
<b>INCOME FROM OPERATIONS</b>	<b>\$ 1,245,350</b>	<b>\$ (55,384)</b>
<b>OTHER INCOME AND EXPENSES</b>		
Interest Income	\$ 11,559	\$ 25,359
Miscellaneous Income and Rents	2,500	928
Gain on Sale of Assets	<u>-0-</u>	<u>-0-</u>
<b>TOTAL OTHER INCOME AND EXPENSES</b>	<b>\$ 14,059</b>	<b>\$ 26,287</b>
<b>NET INCOME</b>	<b>\$ 1,259,409</b>	<b>\$ (29,097)</b>

See accountants' review report and notes to financial statements.

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: Phoenix Associates, Inc.

CONTRACTOR'S LICENSE NO: WV001100

**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**

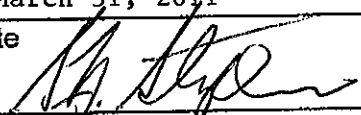
**BUY AMERICA CERTIFICATION**

***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.

March 31, 2011  
 \_\_\_\_\_  
 Date

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

Phoenix Associates, Inc.  
 \_\_\_\_\_  
 Company Name

Scott L. Stephens  
 \_\_\_\_\_  
 Name

President  
 \_\_\_\_\_  
 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),

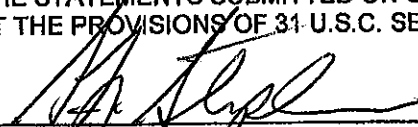
Phoenix Associates, Inc. (COMPANY NAME) certifies to the best of its knowledge and belief, that it and its principals:

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),

Scott L. Stephens, 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.

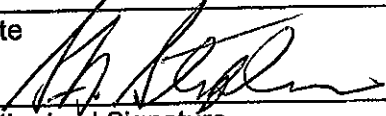
  
\_\_\_\_\_  
Signature and Title of Authorized Official  
Scott L. Stephens  
President

## BID FORM#8A

Phoenix Associates, Inc. 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.

March 31, 2011

Date

  
Authorized Signature

President

Title

Phoenix Associates, Inc.

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.

March 31, 2011

Date

Authorized Signature

President

Title

Phoenix Associates, Inc.

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:

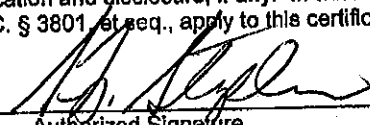
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions. [as amended by "Government Wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the 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. [Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Vendor, Phoenix Associates, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.

March 31, 2011

Date

  
Authorized Signature

President

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     X    

No. 2     X    

No. 3     x    

No. 4     X    

No. 5           

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

  
\_\_\_\_\_  
Signature

Phoenix Associates, Inc.  
Company

March 31, 2011  
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.

3-22-11  
Date

  
Authorized Signature

CONSTRUCTION MANAGER  
Title

FOX ENGINEERING PLLC  
Company Name

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

Little Kanawha Bus Administrative and Maintenance Facility

West Virginia Division of Public Transit  
RFQ# PTR11054

BID BOND BF#4

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Phoenix Associates Inc.  
of Parkersburg, WV, as Principal, and Ohio Farmers Insurance  
Company of Westfield Center, OH, a corporation organized and existing under the laws of the State of OH  
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 5% of Bid (\$                    ) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Construction of the Little Kanawha Bus Administrative and Maintenance Facility

NOW THEREFORE,

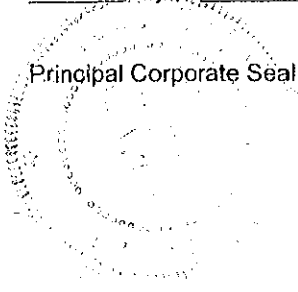
- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the 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

9th day of March, 2011

Principal Corporate Seal



Surety Corporate Seal

Phoenix Associates Inc.

(Name of Principal)

By

(Must be President or Vice President)

PRESIDENTS

(Title)

Ohio Farmers Insurance Company

(Name of Surety)

Rosa L. Braham  
Rosa L. Braham Attorney-in-Fact

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

**POWER NO. 4751111 Special  
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 their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **RAYMOND J. FANTA, ELIZABETH W. FANTA, BARBARA ANN WATERS, HEATHER R. DEBORD, ROSA L. BRAHAM, JOINTLY OR SEVERALLY** of PARKERSBURG and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bid or proposal, performance and/or payment, or maintenance bonds on behalf of Phoenix Associates, Inc., Parkersburg, WV—

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 cancelling 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 12th day of October, A.D., 2006.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio  
County of Medina

ss.:

On this 12th day of October, A.D., 2006, before me personally came Richard L. Kinnaird, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



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

State of Ohio  
County of Medina

ss.:

**CERTIFICATE**

I, Frank Carrino, Secretary of the 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 Board 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 seal of said Company at Westfield Center, Ohio, this 9th day of March A.D.,

2011

By: *Frank Carrino*

Frank Carrino, Secretary





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

STATE OF WEST VIRGINIA,

COUNTY OF Wood, TO-WIT:

I, Scott L. Stephens, after being first duly sworn, depose and state as follows:

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

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

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

Phoenix Associates, Inc.  
(Company Name)

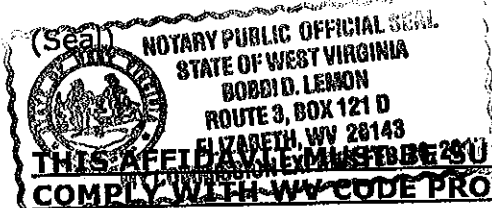
By: [Signature]

Title: President

Date: March 31, 2011

Taken, subscribed and sworn to before me this 31 day of March.

By Commission expires February 26, 2017



[Signature]  
(Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

BF#14

RFQ No. PTR11054

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: Phoenix Associates, Inc.

Authorized Signature: [Signature] Date: March 31, 2011

State of West Virginia

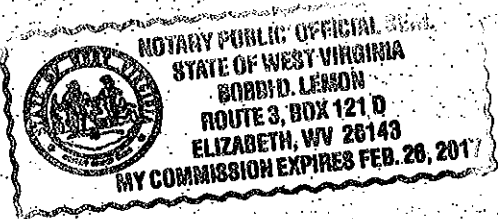
County of Wood to-wit:

Taken, subscribed, and sworn to before me this 31 day of March, 2011

My Commission expires February 26, 2017

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



Purchasing Affidavit (Revised 12/15/09)