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	PAGE
AGR0713	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
RON PRICE
304-558-0492

VENDOR
*823144536 304-755-0041
YOUNG BUILDERS & CONSTRUCTION
PO BOX 214

NITRO WV 25143-0214

SHIP TO
DEPARTMENT OF AGRICULTURE
BUILDINGS & GROUNDS DIVISION
BUILDING 17
4720 BRENDA LANE
CHARLESTON, WV
25312 558-2222

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/19/2006				

BID OPENING DATE: 08/08/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		720-64	87,777.00	87,777.00

SUBMERSIBLE SEWAGE PUMP STATION

ALL NECESSARY LABOR AND MATERIAL TO FIELD INSTALL A DUPLEX SUBMERSIBLE SEWAGE PUMP STATION AS DESCRIBED IN THE ATTACHED SPECIFICATIONS

PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS

1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,

   A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATIN OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.

   B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE,

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Owner	304-204-0084	8/8/06

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0541270	

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

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BESSEMER OR OTHER STEEL MAKING PROCESS.

C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTAL OR INSULAR, SUBJECT TO THE JURISDICTION OF THE UNITED STATES.

2. THE DIRECTOR OF THE PURCHASING DEPARTMENT MAY, IN WRITING, AUTHORIZE THE USE OF FOREIGN STEEL PRODUCTS IF:

A. THE COST FOR EACH CONTRACT ITEM USED DOES NOT EXCEED ONE TENTH OF ONE PERCENT (.1%) OF THE TOTAL CONTRACT COST OR TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR,

B. THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS.

3. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56.

REV. 10/01/01

EXHIBIT 5

NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 75 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY

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EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.

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.

WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)

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.

WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL

ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:

(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS $250,000.

(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF

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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 PERFORMANCE AND LABOR & MATERIAL 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.

REV. 11/00

EXHIBIT 7

DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS

IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN $50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN $50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU 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.

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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.

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.

REV. 3/88

EXHIBIT 9

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA

THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:

(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS

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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.

(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.

(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. 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 TH SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.

REV. 11/96

EXHIBIT 10

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NOS.:

NO. 1 .....

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

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

.....SIGNATURE

Young Builders & Construction
.....COMPANY

8/8/06
.....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 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 CONTRACTORS LICENSE NUMBER ON THEIR BID.

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BIDDER TO COMPLETE:

CONTRACTORS NAME: Young Builders & Construction

CONTRACTORS LICENSE NO.: WV001032

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

APPLICABLE LAW

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.

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.

BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.

REV. 1/2005

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

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DEPARTMENT OF ADMINISTRATION
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: 41

REQ. NO.: AGR0713

BID OPENING DATE AND TIME

PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:

304-755-8232

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:

Darrell Young

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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	****** THIS IS THE END OF RFQ AGR0713 ****** TOTAL:					87,777.00

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SPECIFICATIONS
GUS R DOUGLASS AGRICULTURAL CENTER AT GUTHRIE PUMP STATION

I. GENERAL

A. The supplier/manufacturer shall furnish all necessary material for Contractor's field installation of one (1) duplex submersible sewage pump station as described herein. Major items to be furnished per station include two (2) submersible solids handling pumps, one (1) duplex pump control panel, (4) float switches with stainless steel holding bracket, and all necessary pipe, valves and fittings, pre-cast concrete wet well and valve vault, and miscellaneous hardware for a complete duplex pump station installation.

II. SUBMERSIBLE SOLIDS HANDLING SEWAGE PUMPS

A. Furnish and install two (2) ABS Model AFP 1040-M35/4 submersible non-clog wastewater pumps or equal. The pumps shall be supplied with a mating cast iron 4 inch discharge connection and be capable of delivering 90 U.S. GPM at a total dynamic head of 39 feet. The motor shall be an integral part of the unit. The motor shall be 4.9 HP connected for operation on a 230 volts, 3 phase, 60 hertz electrical supply service. The pump shall be supplied with a cast iron guide rail base fitted with a 4 inch discharge elbow. Each unit shall be fitted with 15 feet of stainless steel lifting chain. The working load of the lifting system shall be a minimum of 50% greater than the pump weight. Each pump motor shall be equipped with 30 feet of power and control cable sized in accordance with NEC standards.

B. The pumps shall be capable of handling raw unscreened sewage, storm water, and other similar solids-laden fluids without clogging. The discharge base and elbow shall be permanently installed in the wet well and connected to the discharge piping. In order to prevent binding or separation of the pump from the guide rail system, the pump(s) shall connect to the guide rail base automatically and firmly, guided by no more than one guide bar extending from the top of the station to the discharge connection. Dual guide rail systems and/or cable guide systems shall not be considered acceptable. The sliding guide bracket shall be a separate part of the pumping unit, capable of being attached to standard ANSI or DIN pump flanges so that the base is interchangeable with other pumps and not limited to a specific pump. Non standard flange dimensions shall not be considered acceptable. There shall be no need for personnel to enter the wet well to remove or reinstall the pump(s). Positive sealing of the pump to the discharge elbow shall be accomplished by a field replaceable Nitrile rubber profile gasket mechanically held in place between the pump and the sliding guide bracket. Metal to metal contact between the pump and discharge elbow shall not be considered acceptable. No portion of the pump shall bear directly on the floor of the sump. The pump with its appurtenances and cable shall be capable of continuous submergence to a depth of 65 feet.

C. Major pump components shall be of gray cast iron, ASTM A-48, Class 40, with smooth surfaces devoid of porosity or other irregularities. All exposed nuts and bolts shall be AISI type 316 stainless steel construction. All metal surfaces coming into contact with the pumped media

(other than the stainless steel components) shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a high solids two part epoxy paint finish on the exterior of the pump.

D. Sealing design for the pump/motor assembly shall incorporate metal to metal contact between machined surfaces. Critical mating surfaces where a watertight seal is required shall be machined and fitted with Nitrile or Viton rubber O-rings. Sealing will be the result of controlled compression of rubber O-rings in two planes and O-ring contact of four sides without requiring a specific torque limit. Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered adequate or equal. No secondary sealing compounds shall be used.

E. The impeller shall be of gray cast iron, ASTM A-48, Class 40 and shall be of the semi-open, non-clogging dynamically balanced single vane design capable of passing a minimum of 3" diameter spherical solids. The impeller shall have a slip fit into the motor shaft and drive key ,and shall be fastened to the shaft by a stainless steel bolt which is mechanically prevented from loosening by a positively engaged ratcheting washer assembly.

F. The pump shall be equipped with a self cleaning wear plate constructed from gray cast iron, ASTM A-48, Class 40. The wear plate shall be mounted to the volute with four stainless steel/brass adjusting screws to permit close tolerance adjustment between the wear plate and impeller for maximum pump efficiency. The wear plate shall be easily adjustable, without requiring disassembly of the pump. The wear plate shall be designed with a wave shaped inlet and an outward spiral V-shaped groove on the side facing the impeller, to shred and force stringy solids outward from the impeller and through the pump discharge. The use of non-adjustable wear rings shall not be considered equal.

G. The pump volute shall be single piece gray cast iron, ASTM A48, Class 40, non-concentric design with centerline discharge. Passages shall be smooth and large enough to pass any solids which may enter the impeller. Minimum discharge size shall be as specified. The discharge flange design shall permit attachment to standard ANSI or DIN flanges/appurtenances.

H. The rotating assembly (impeller, shaft and rotor) shall be dynamically balanced such that undue vibration or other unsatisfactory characteristics will not result when the pump is in operation.

I. The pump shaft and motor shaft shall be an integral unit. Each shaft shall be of 420 stainless steel material and adequately designed to meet the maximum torque required at any normal start-up condition or operating point in the system. Maximum deflection shall not exceed .002" at the lower seal. Each pump shaft shall have a polished finish and have accurately machined shoulders to accommodate bearings, seals and impeller. Carbon steel or chrome plated shafts shall not be considered adequate or equal.

J. Each pump shall be equipped with a tandem mechanical shaft seal system consisting of two totally independent seal assemblies. The seals shall operate in a lubricant reservoir that hydro-dynamically lubricates the lapped seal faces at a constant rate. The lower, primary seal unit,

located between the pump and the lubricant chamber, shall contain one stationary industrial duty silicon-carbide seal ring and one rotating industrial duty silicon-carbide seal ring. The upper, secondary seal unit, located between the lubricant chamber and motor housing, shall contain one stationary carbon seal ring and one rotating seal ring made from corrosion resistant Cr-steel. Each seal interface shall be held in contact by its own spring system. The seals shall not require routine maintenance, or adjustment, and shall not be dependent on the direction of rotation for proper sealing. Each pump shall be provided with a lubricant chamber for the shaft sealing system which shall provide superior heat transfer and maximum seal cooling. The lubricant chamber shall be designed to prevent overfilling, and to provide lubricant expansion capacity. The drain and inspection plug shall have a positive anti-leak seal, and shall be easily accessible from the outside of the pump. The seal system shall not rely upon the pumped media for lubrication and shall not be damaged when the pump is run dry.

K. The following seal types shall not be considered acceptable or equal: Seals of proprietary design, or seals manufactured by other than major independent seal manufacturing companies. Seals requiring set screws, pins, or other mechanical locking devices to hold the seal in place, conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces, cartridge type systems, any system requiring a pressure differential to seat the seal and ensure sealing.

L. Each pump shaft shall rotate on permanently lubricated, greased bearings. The upper bearing shall be a deep grooved ball bearing and the lower bearings shall be heavy duty double row angular contact ball bearing. Bearings shall be of sufficient size and properly spaced to transfer all radial and axial loads to the pump housing and minimize shaft deflection. B-10 bearing life shall be a minimum of 50,000 hr at BEP.

M. The motor housing shall be gray cast iron, ASTM A48 Class 40 and the motor shall be of the squirrel-cage induction shell type design, housed in an air filled, water tight chamber (NEMA B type) and shall be capable of continuous submerged operation underwater to a depth of 65 feet. The stator windings and stator leads shall be insulated with moisture resistant Class F insulation rated for 155°C (311 °F). The stator shall be heat-shrink fitted into the stator housing. The use of bolts, pins or other fastening devices requiring penetration of the stator housing is unacceptable. The motor shall be designed for continuous duty handling pumped media of 40°C (104 °F) and capable of handling up to 12 evenly spaced starts per hour. The service factor (as defined by NEMA) shall be a minimum of 1.10. The motor shall have a voltage tolerance of +/- 10% from nominal. A performance chart shall be provided upon request showing curves for torque, current, power factor, input kW, output HP and efficiency. This chart shall also include data on starting and no-load characteristics.

N. The rotor bars and short circuit rings shall be made of cast aluminum. The motor shall be designed for continuous duty, completely submerged or unsubmerged. For unsubmerged (dry pit) applications, a cooling jacket shall be fitted to the motor to allow the pumped fluid to be circulated around the motor for cooling with the provisions under the "Cooling System" section of this specification. The explosion proof variant shall be FM approved for use in NEC Class I,

Division I, Groups C & D hazardous locations.

O. Each unit shall be able to be provided with an adequately designed cooling system. The cooling jacket shall surround the stator housing, thereby providing heat dissipation of the motor. Impeller back vanes shall provide the necessary circulation the pumped media through the cooling jacket. The impeller and back plate interface shall incorporate dimensional tolerances designed to prevent damaging particles from entering the cooling jacket. In addition, the back of the impeller shall incorporate a cutter design which ensures that stringy or fibrous material can not enter the cooling jacket. The cooling jacket shall be a non-clog design by virtue of these features, and clean out ports on the cooling jacket shall **not** be required. Provisions for external cooling can be provided upon request.

P. Each phase of the motor shall contain a bi-metallic temperature monitor in the upper portion of the stator windings. These thermal switches shall be connected in series and set to open at 140°C +/- 5°C. They shall be connected to the control panel, and used in conjunction with and supplemental to external motor overload protection.

Q. An electrical probe shall be provided in the oil chamber for detecting the presence of water in the oil chamber. This probe shall be provided for both standard and explosion proof versions. A solid-state device mounted in the pump control panel or in a separate enclosure shall send a low voltage, low amperage signal to the probe. If water enters the oil chamber, the probe shall signal the solid state relay in the control panel. The relay shall then energize a warning light on the control panel, or cause the pump to be shut down (optional). Float switches, dual probes, or any other monitoring devices located in the stator housing are not considered to be early warning systems, and shall not be considered equal.

R. The power cables shall be sized according to NEC and CSA standards and shall be of sufficient length to reach the junction box without requiring splices. The outer jacket of the cable shall be oil resistant chloroprene rubber, and shall be capable of continuous submerged operation underwater to a depth of 65 feet.

S. The cable entry design shall not require specific torque requirements to insure a watertight seal. The cable entry shall consist of a cylindrical elastomer grommet, flanked by stainless steel washers. A cable cap incorporating a strain relief shall mount to the cable entry boss compressing the grommet ID to the cable while the grommet OD seals against the bore of the cable entry. The entry as part of the motor shall be FM approved for use in NEC Class I, Division I, Groups C & D hazardous locations. As an option a removable explosion proof junction chamber shall be available. The junction chamber with terminal board shall fit to the cable entry boss. The junction chamber shall be equipped with a removable cover allowing for cable removal or voltage change without opening the motor. The junction chamber shall be sealed from the motor by means of a sealing gland.

T. The pumps shall automatically connect to the discharge connections when lowered into place on a single stainless steel guide rail system per pump, requiring no bolts, nuts or fasteners to

effect proper sealing. Each system shall consist of no more than one guide rail supported at the top by an upper guide bracket and at the bottom by the discharge connection. The guide rail base shall be equipped with a vertical straightening vane which properly aligns the slot in the pump bracket and centers the pump just prior to final seating. Ease and quick removal of pumps from other than the vertical direction over the center of the pump shall be a requirement of the system.

III. DUPLEX CONTROL PANEL

A. It is the intention that this specification shall cover a complete Duplex Pump Lift Station Electrical Control System as hereinafter described and all necessary appurtenances which might normally be considered a part of the complete electrical system for this installation. All of the automatic control equipment is to be supplied by one manufacturer. It shall be factory assembled, wired and tested and covered by complete electrical drawings and instructions.

B. The control system described hereafter is a Bulletin B300/FP3 Control System as manufactured by US Filter Control Systems of St. Paul, MN or equal. The naming of a manufacturer of equipment in this specification is not intended to eliminate competition or prohibit qualified manufacturers from offering equipment. Rather, the intent is to establish a standard of excellence for the material used, and to indicate a principle of operation desired. The contractors bid shall be based on the use of US Filter Control Systems equipment. Unless the bidder clearly indicates in his bid that he is offering an equal product approved by the engineer via a pre-bid submittal, his bid shall be considered as providing the brand name product referenced in the specifications above.

C. Signal conditioning, setpoint, control, alternation, logic function, transducer, alarm and all other control functions shall be performed by solid-state modules which shall be standard catalog items of the system manufacturer, with proven field performance.

D. At least one module of each type used in the system shall be stocked by the system manufacturer for system expansions or renewal parts purposes. The modules shall be of a compatible, integrated control family with a full range of control/protective/alternation/telemetry capabilities and associated housings, enclosure system and appurtenances to perform a variety of functions required by this project and foreseeable expansion. It is the intention of this specification to disallow non-standard, "one of a kind", experimental, unproven combinations of equipment.

E. The level sensors shall be standard products manufactured and stocked by the control supplier in order to assure one source responsibility, ready availability, proper system interconnections and reliable, long-term operation.

F. The Supplier shall maintain quality in both design and workmanship as well as materials used in manufacture of equipment supplied. All equipment supplied under this Contract shall be of new manufacture.

G. The Supplier shall be a firm that is engaged in the manufacturing of process control systems.

The system shall be in regular production with pre-designed hardware and software for process control systems. When the specification conflicts with a manufacturer's standard system, the standard system may be furnished if the intention of the specification is met.

H. System shall be a standard system. Custom one of a kind application software and customized hardware components will not be accepted. A standard system is defined as one which is available, at time of bid, with fully tested hardware and software, full documentation, and prepared training classes such that no development must be done beyond system configuration.

I. Supplier shall be responsible for development, manufacture, programming, test, start-up and demonstration of all equipment and software programs to provide a complete operating system.

J. The Supplier shall have been continuously involved in the design and manufacture of control systems for the past ten-(10) years. The Supplier shall have successfully built and placed into operation, system similar to the one proposed herein and will furnish a list of at least ten (10) operating installations upon request by the Agency. The Supplier shall have on staff at least ten (10) qualified instrument technicians and shall maintain a stock inventory of spare parts for all major components in the system.

K. The Supplier shall be responsible for interfacing between the supplied equipment and the existing equipment or interface junction boxes. Supplier shall document this interface including point-to-point wiring diagrams.

L. Provide all services necessary for calibration of overall control system and to resolve interface discrepancies between panels, equipment, instrumentation and final control devices. Where interface conflicts exist, the Supplier shall document conflicts in writing to the City providing absolute information such as terminal numbers, device name, tests performed and diagnosis of problem.

M. All of the equipment listed herein shall be furnished by a single supplier.

N. All equipment supplied shall be of the most current and proven design at the time of delivery. The completed System and the equipment provided by the Supplier shall be compatible with the functions required and shall be a complete working System.

O. All electrical components of the System shall operate on 120 volt, single- phase, 60 Hertz current, except as otherwise noted in the specifications and on the drawings.

P. The complete assembly shall be provided with job-specific wiring diagrams, parts lists, enclosure dimensional and door layout drawings and instructions.

Q. Shop Drawings shall be submitted for approval for all equipment herein specified. The Shop Drawing Submittal shall include a Document List. An Order Specification shall be included which shall describe in detail all equipment provided. Each panel shall be provided with a job-specific wiring diagram, parts list, enclosure door layout and enclosure dimension drawing. Manufacturer's wiring diagrams that are not job-specific (standard drawings with options crossed out, etc.) are not acceptable. The wiring diagram requirement applies to all field mounted instrumentation and control equipment. Interconnection details shall be shown for all field mounted instrumentation. A Description of Operation shall be provided detailing the operation

of the complete system, including the control and alarm handling.

R. Provide As-built Drawings and Instruction Manuals. These manuals shall include corrected Shop Drawings. In addition, a detailed Programming and Operations Manual for the Microprocessor-based Controller Unit shall be included. The manual shall include all information as detailed for the Shop Drawing Submittals above.

S. The control panel(s) shall be constructed in compliance with Underwriter's Laboratories Categories 698A and 913 standards – "Enclosed Industrial Control Panel Relating to Hazardous Locations with Intrinsically Safe Circuit Extensions" listing and following-up service. The control panel(s) shall bear the Underwriter's Laboratories serialized label for "Enclosed Industrial Control Panel Relating to Hazardous Locations with Intrinsically Safe Circuit Extensions".

T. Prior to shipment from the manufacturer's facility to the jobsite for installation, an Underwriter's Laboratories (U.L.) representative shall inspect the completed control panel(s). Upon successful completion of the inspection, the panel shall be assigned the required "Enclosed Industrial Control Panel Relating to Hazardous Locations with Intrinsically Safe Circuit Extensions" serialized U.L. label, indicating the equipment is built in accordance with the practices and requirements of the Underwriter's Laboratories 698A and 913 categories.

U. While the use of U.L. listed components is encouraged, their use alone and/or the alternate use of a U.L. 508A – "Enclosed Industrial Control Panel" serialized label will not be considered an acceptable or satisfactory alternate to the "Enclosed Industrial Control Panel Relating to Hazardous Locations with Intrinsically Safe Circuit Extensions" serialized label specified above. Upon request from the Engineer, the panel manufacturer shall supply documentation to the owner proving they are a U.L. recognized manufacturing facility for the type of equipment required. Only the labeled products of U.L.698A and 913 "Enclosed Industrial Control Panel Relating to Hazardous Locations with Intrinsically Safe Circuit Extensions" recognized panel manufacturer shall be considered acceptable for use on this project.

V. All wiring shall be minimum 600 volt UL type MTW or AWM and have a current-carrying capacity of not less than 125% of the full load current. The conductors shall be in complete conformity with the national electric codes, state, local and NEMA electrical standards. For ease of servicing and maintenance, all wiring shall be color coded. The wire color code shall be clearly shown on the drawings, with each wire's color indicated.

W. All control wiring shall be contained within plastic/PVC wiring duct with covers. Where dimensional constraints prevent the use of wiring duct, wires shall be trained to panel components in groupings. The wire groupings shall be bundled and tied not less than every 3 inches with nylon self-locking cable ties as manufactured by Panduit or equal.

X. Every other cable tie shall be fastened to the enclosure door or inner device panel with a cable tie mounting plate with pressure tape. Where wiring crosses hinged areas such as when trained from the inner device panel to the enclosure door, spiral wrap shall be used.

Y. The service pole, metering, and service disconnect will be done ahead of the lift station control panel as provided by the West Virginia Department of Agriculture. Conduit and wiring between the service disconnect and the lift station shall be furnished and installed by the contractor. The power supply will be 208 volts, 3phase, 60 Hertz.

Z. A lightning arrestor shall be supplied in the control system and connected to each line of the load side of main power disconnect. The arrestor shall protect the control system against damage as the result of transient voltage surges caused by lightning interference, switching loads and power line interference's. It shall begin shunting to ground at 1000 volts maximum.

AA. All metering, as well as service disconnect, shall be done ahead of the control panel. The meter and service disconnect shall be installed by the Contractor in accordance with local power company requirements.

AB. Each panel shall be supplied with a properly sized control power circuit breaker. The breaker shall supply power to all control wiring within the enclosure.

AC. The described equipment shall be housed in a NEMA 3R, painted ANSI 61, 30" wide, 36" high, 12" deep enclosure. The enclosure shall be provided with an aluminum dead front operator's inner door. This weatherproof, rain-tight enclosure shall be designed specifically for mounting in an unprotected outdoor location. It shall have a gasketed, hinged, front weather door with locking capability, and an internally mounted hinged dead front panel so that all the components normally actuated by Operating Personnel are accessible without opening the dead front and yet are not exposed to the elements or to unauthorized personnel.

AD. A power monitor shall be provided to monitor incoming voltage and provide protection to the motors. The power monitor shall detect incoming service abnormalities including phase-loss, unbalance, reversal, over voltage, under-voltage and rapid cycling protection and provide automatic cutout of pumps and provide local alarm. Upon detection that incoming power has returned to normal, the unit will restore pump operation and discontinue alarm. The power monitor shall be protected against overcurrent by the use of separately mounted extractor-type line voltage fuses. This device shall have a nominal 2-4 second dropout delay and (2-300 second) adjustable restoration time delay. The power monitor shall have built in dual color LED indicator. The indicator shall be green when system is normal and shall turn red upon detection of improper three phase power. The unit shall protect itself from voltage spikes and transients with internal transient protection meeting IEEE 587 standards. The power monitor system shall also include a stagger time delay function providing time delay between lead and lag pump start to eliminate simultaneous starting of motors upon return of system power. This feature shall be operation in all modes of pump operation.

AE. A thermal magnetic circuit breaker shall be supplied as branch circuit protection for each pump motor. The circuit breaker must have a minimum ampere interrupting capacity of *18,000 @ 240 volt* symmetrical RMS amps. The circuit breakers shall be operable through the

operator's door of the enclosure and shall have a trip rating to allow full voltage starting and continuous operation of the motors.

AF. A NEMA rated, full-voltage, across-the-line magnetic motor starter with *ambient-compensated, quick-trip class 10 overload sensing for submersible pumps* in each phase to provide over current and running protection shall be provided for each pump motor. The overload trip setting shall be operator adjustable within normal pump operating ranges.

AG. 120 VAC control power for each motor starter coil and H-O-A selector switch shall be provided.

AH. A control power circuit breaker shall be provided and operable through the operator's door of the control panel to provide a disconnect means and short circuit protection for any 120 VAC (or less) devices not powered from motor starter circuits.

AI. The control panel shall have three position selector switches mounted on the front door for Hand-Off-Auto operation of each pump. In the Hand position the motor shall be called to operate. In the Off mode the motor shall not be allowed to operate. In the Auto mode, the motor shall operate in response to control signals from the controller.

AJ. Selector Switch(s) shall be industrial rated heavy duty NEMA 4 with modular contact block assemblies. Contact Blocks shall be stacking snap on type with parallel double break contacts with wiping action. Contact blocks shall be rated NEMA A600, 600 Volt, 10A continuous duty, 7200VA make, 720VA break AC. Contacts shall have compression type screw terminals with self lifting spring washers to insure that the wire remains secure even under sever vibration. Each contact block shall meet "touchsafe" requirements of IEC. Unless specified otherwise, Selector Switch(s) shall be of the maintained position.

AK. An operator's door mounted, 1" diameter, oil tight pilot light with a "Green" lens and a replaceable bulb shall be provided for each pump to indicate a "pump running" condition.

AL. An operator's door mounted, 120 VAC powered running time meter measuring hours and tenths of hours of operation up to 99999.9 hours shall be furnished for each pump motor indicated.

AM. A level-responsive automatic pump controller/alternator and abnormal level alarm module shall be furnished to control two pumps in response to direct-acting level sensors. The controller/alternator shall have five 3-position float circuit test switches (closed-open-auto) and float operation LED indicators for each of five float switches (level sensors) and a three-position alternator override switch (auto, 2-1, 1-2). The controller shall provide independent ON, common OFF operation of two pumps with high and low level alarms. The low alarm shall be capable of providing a redundant OFF for the pumps with a restore at the common stop level. An internal solid-state automatic alternator shall change the pump sequence after each cycle of operation. The pump control circuits shall have an integral staggered start and inter-stage delay

to prevent simultaneous starting after a power failure condition. The independent alarm/control panel equipment shall be designed to UL Industrial Control Panel standards and shall incorporate 120 VAC input power transient protection, a fused primary and a DC power supply with limited 12 VDC to power the intrinsic safety barrier level sensing float circuits. The controller shall incorporate five red LED indicators; a 'low level alarm/monitor' LED, a 'pumps off' LED, a 'lead pump required' LED, a 'lag pump required' LED, and a 'high level alarm/monitor' LED. The controller shall operate in conjunction with necessary direct-acting float switches (or other direct-acting level sensors) to provide control of pumps, detection of high level and to protect the pumps from damage that may result from low level conditions. The system shall monitor the float switch inputs and provide local indication of system operation via LEDs. Built in relay contacts shall be interfaced to alarm circuitry and pump motor starter pilot circuitry. Upon detection of abnormally high wet well level the system shall provide independent dedicated high level alarm indication. The high level alarm signal shall be deactivated upon lowering of wet well level below the high alarm sensor. The control system shall also provide the ability for a wet well low level/suction function to disable the pumps upon detection that the level has reached a point that could cause damage to the pumps. The pumps shall be locked out of operation until level has reached an elevation above the pump off sensor. The contractor shall furnish, install, and wire the float switches as shown on the drawings. Each float shall have molded polyethylene body, internal redundant polyurethane foam flotation, potted switch and cable connections and fine-stranded AWG #18 cable with heavy-duty synthetic rubber jacket in lengths as required to run unspliced to the control panel. The floats shall include internal weight allowing suspended operation without the use of special pipe or suspension mounting systems. The controller alternator/alarm module shall be a single, standard, stocked unit approximately 10" high, 3" wide, and suitable for panel mounting. Systems using discrete components, individual door mounted switches and incandescent lights will not be acceptable. The Controller shall be a US Filter Control Systems Bulletin B300, Model CMC15B Pump & Alarm Controller/Alternator.

AN. A top mounted weatherproof, strobe alarm indication light assembly with shatter resistant polycarbonate red lens mounted on a polycarbonate/ABS blend case shall be provided. The alarm light shall be NEMA 4X rated, suitable for indoor or outdoor mounting and operate on 120 VAC and be PLC rated. The strobe tube shall provide a minimum of 300,000 peak candela output and shall be rated for 3,000 hour life. The alarm light shall flash upon occurrence of an alarm condition.

AO. A 100 watt, 120 VAC condensation protective heater and adjustable high temperature cutout thermoswitch shall be supplied in the control panel. The heater's surface area for heat dissipation shall be large enough to prevent a skin burn (if an operator's hand should inadvertently come in contact with the unit when energized).

AP. Over-temperature protection shall be provided in the control panel to operate in conjunction with the over-temperature switch in each pump motor. The control shall provide pump operation lockout upon the occurrence of high temperature. The circuitry shall also include a 1" diameter red "pump overtemp" shutdown alarm indicating light (with front replaceable bulb) and a manual

reset push-button on the operator's door for each pump motor. An operator's door mounted 1" diameter red seal fail alarm light (with front replaceable bulb) and a panel mounted seal leakage relay (to operate with the pump seal leak sensor) shall be provided to indicate a pump seal failure alarm condition for each sewage pump. The seal leakage relay shall be of solid state design incorporating LED for visual indication of sensor activation. Unit shall include built in low voltage sensor and electrical surge protection. Unit shall be CSA approved and UL recognized.

IV. FLOAT SWITCHES

A. Four (4) mercury float switches per station shall be provided for operation of the duplex pump station and high level alarm light. Each float shall contain thirty (30) feet of SJOW-A type cable. The floats shall be single pole, heavy duty mercury switches, epoxy encapsulated in a non-corrosive thick-walled ABS plastic float. Each float shall also contain a weight located inside the ABS float to prevent the float from remaining on the sewage surface level once the mercury switch is activated, preventing the float to accumulate a grease build-up.

B. A single stainless steel float switch bracket shall be furnished and mounted on the inside opening of the pre-cast concrete wet well access cover.

V. PUMP STATION PIPING

A. Piping within the wet well and valve vault shall be ductile iron flanged pipe, fabricated from Class 53 thickness pipe in accordance to ANSI/AWWA C115/A21.15 and ANSI/AWWA C110/121.10 requirements. Flanges shall be drilled for ANSI Class 125# and shall be faced prior to shipment.

B. Fittings shall be flanged of cast or ductile iron in accordance with ANSI/AWWA C110 requirements, and shall be rated for a maximum water pressure of 200 psi. Flanges shall be drilled for ASNI Class 125#.

C. Discharge piping outside the vaults and underground shall be ductile iron mechanical joint Class 51, cement lined and bitumastic coated.

D. Fittings installed underground shall be ductile iron mechanical joint in accordance to ANSI/AWWA C153/A21.53 and ANSI/AWWA C111/A21.11 with a maximum working pressure of 350 psi.

E. Check valves shall be flanged, swing type, with outside lever and weight. The valve shall be constructed with heavy cast iron body with stainless steel renewable seat ring, a non-corrosive shaft for attachment of the weight and lever, and complete non-corrosive trim cushion chamber.

F. Gate valves shall be iron body, bronze mounted, resilient seat type in accordance with AWWA C509. The valve shall have flanged end connections, non-rising stem, and handwheel operator.

G. Guide rails shall be 2" schedule 40 304 stainless steel, and cut to the lengths required.

VI. CONCRETE WET WELL AND VALVE VAULT

A. The contractor shall furnish and install one (1) pre-cast concrete wet well and valve vault as shown on the plans per station and specified herein. Each vault shall be the type known as Reinforced Concrete Sewer and Culvert Pipe. It shall consist of a concrete wall reinforced with a cage formed of circumferential and longitudinal steel and in accordance with "Precast Reinforced Concrete Manhole Risers and Tops", ASTM designation C478.

B. The pipe shall be round and true. The average internal diameter of the riser sections shall not be less than the nominal diameter by more than 3/8" or one (1) percent, whichever is greater. The shell thickness shall not be less than that given under dimensions by more than five (5) percent.

C. Reinforcement consists of wire conforming to Specifications A-82 and A185 and placed in precast manhole in accordance to ASTM C-478 as follows:

Riser sections - A-185; 3 x 8 - W3/W2 60"(1+1)x450'
Flat slab tops - A-185; 3 x 8 - W3/W2 and #3 rebar, two layers
rebar interlaced

D. All cement used shall be Type I. The minimum compressive strength of the concrete shall be 4000 psi.

VII. MISCELLANEOUS STATION ACCESSORIES

A. The wet well and valve vault aluminum access covers shall be manufactured with 1/4" thick, one piece aluminum extruded frame, with a continuous concrete anchor as part of the one piece extrusion. The door panels shall be 1/4" thick aluminum diamond plate to with stand a live load of 150 lb./square foot, with a safety factor of three. The doors shall have stainless steel hinges with tamper-proof fasteners. All hardware shall be stainless steel. The doors shall open to 90 degrees and lock automatically in that position with a stainless steel positive locking arm and a stainless steel lifting handle, stainless steel locking bar, or stainless steel snap-lock with removable key handle. The doors shall close flush with the top of the frame, resting on a 1/2" wide lip around the entire inside frame for added support.

VIII. SUBMITTALS AND MANUALS

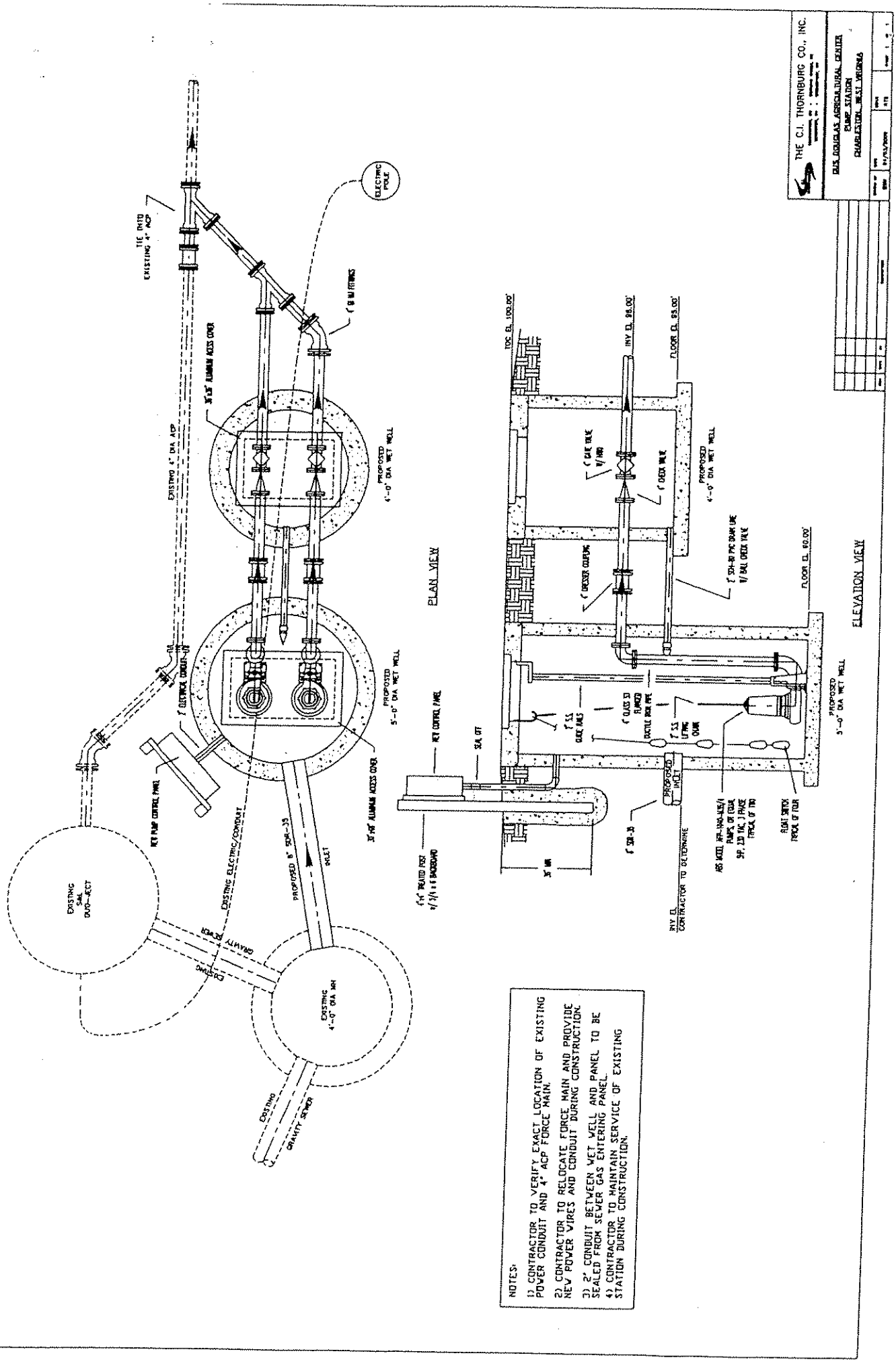
A. The pump station supplier shall furnish to the contractor detailed piping drawings of the proposed installation of the duplex sewage pump station. As a minimum, the drawing shall show the both section and plan views of the proposed station, and the location and dimensions of the new pumps and piping. Each piece shall contain a mark number on the drawing, and the material

shall contain this mark number when the item is shipped to the job site. The detailed drawing shall be performed on the latest version of AutoCAD, and a 3-1/2" disc containing the station drawing shall be sent to the Engineering, along with six (6) copies of submittal drawings.

B. The contractor shall furnish six (6) Operation and Maintenance manuals on the pumps and controls upon start-up of the pump station.

IX. SYSTEM START-UP

A. Following installation of the above equipment by the Owner, a certified factory trained manufacturer's representative shall inspect the installation and assist in starting up the equipment for a period of no less than eight (8) hours. Manufacturer's "Start-up Reports" shall be completed by the representative and approved by the Owner. The manufacturer shall warrant the installation for a period of no less than one (1) year from the date of start-up. The warranty shall cover defects in pumps and controls.



NOTES:

1) CONTRACTOR TO VERIFY EXACT LOCATION OF EXISTING POWER CONDUIT AND 4" ACP FORCE MAIN.

2) CONTRACTOR TO RELOCATE FORCE MAIN AND PROVIDE NEW POWER WIRES AND CONDUIT DURING CONSTRUCTION.

3) 2" CONDUIT BETWEEN WET WELL AND PANEL TO BE SEALED FROM SEWER GAS ENTERING PANEL.

4) CONTRACTOR TO MAINTAIN SERVICE OF EXISTING STATION DURING CONSTRUCTION.

RFQ No. AGR0713

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 owned is an amount greater than one thousand dollars in the aggregate.

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

LICENSING:
The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

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. Vendors should visit **www.state.wv.us/admin/purchase/privacy** for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Young Builders & Construction

Authorized Signature: _____ Date: 8/8/06

No Debt Affidavit
Revised 02/08/06

Agency_____
REQ.P.O# AGR0713

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Young Builders and Construction, Inc. of Nitro, WV, as Principal, and United States Surety Company of Timonium, MD, a corporation organized and existing under the laws of the State of MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid ($ 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 RFQ# AGR0713 Submersible Sewer Pump Station, Gus Douglas Agricultural Center According to Plans and Specifications

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 8th day of August, 2006.

Principal Corporate Seal

Young Builders and Construction, Inc.
(Name of Principal)

By _____
(Must be President or Vice President)

President
(Title)

Surety Corporate Seal

United States Surety Company
(Name of Surety)

By: _____
Attorney-in-Fact
Gregory T. Gordon, WV Resident Agent

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

UNITED STATES SURETY COMPANY

Power of Attorney Number

45822

KNOWN ALL MEN BY THESE PRESENTS: That United States Surety Company (the "Company"), a corporation organized and existing under the laws of the State of Maryland, does hereby constitute and appoint: **Patricia Ann Fincke, Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Tammy M. Lloyd**

of the City of Charleston, State of West Virginia, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof of the Company in its business of providing suretyship; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, subject to the following limitations:

No single bond shall obligate the Company in excess of the sum of Three Million Dollars ($3,000,000).

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of United States Surety Company on the 29th day of July, 1996.

IN WITNESS WHEREOF, United States Surety Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 19th day of July, 2005.

Richard E. Klein, President

Carol T. Nevin, Assistant Secretary

UNITED STATES SURETY COMPANY SEAL

STATE OF MARYLAND
BALTIMORE COUNTY SS:

On this 19th day of July, A. D. 2005, before me personally came Richard E. Klein, President of the United States Surety Company, and Carol T. Nevin, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Richard E. Klein and Carol T. Nevin were respectively the President and Assistant Secretary of the United States Surety Company, the corporation described in and which executed the foregoing Power of Attorney.

JEAN GRZYMALA NOTARY PUBLIC BALTIMORE COUNTY, MD.

(Signed) _____
NOTARY PUBLIC
My Commission expires the 1st day in December, 2008.

RESOLVED, that in connection with the surety insurance business of the Company, all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to any Power of Attorney issued in accordance with these resolutions ("Powers of Attorney"). All Powers of Attorney for and on behalf of the Company shall be executed in the name and on behalf of the Company, either by the Chair, the President, a Vice President jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signatures of such officers and the seal of the Company may be also be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact, for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof. Subject to any limitations set forth therein and unless such Power of Attorney is subsequently revoked, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company, and any such Power of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorney(s)-in-Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them and unless subsequently revoked, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by the Company's Chair, the President, a Vice President, and sealed and attested to by the Corporate Secretary or an Assistant Secretary.

I, Carol T. Nevin, Assistant Secretary of United States Surety Company, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on the 29th day of July, 1996, and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of United States Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and affect and has not been revoked.

In testimony whereof, I have hereunto set my hand and the seal of United States Surety Company on this 8th day of August, 2006.

UNITED STATES SURETY COMPANY SEAL

Carol T. Nevin, Assistant Secretary