



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
DEFK8020

PAGE
1

ADDRESS OF RESPONDENCE REGARDING THIS RFQ
**JOHN ABBOTT
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

*Laurita Excavating, Inc
 302 Dents Run Rd
 Morgantown, WV 26501*

**DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 240 ARMY ROAD
 KINGWOOD, WV
 26537 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/19/2007				
BID OPENING DATE: 08/29/2007		BID OPENING TIME 01:30PM		
LINE	QUANTITY	UOM	UNIT PRICE	AMOUNT
0001	1	LS	968-42	1,810,514.00
<p align="center">REQUEST FOR QUOTATION</p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WEST VIRGINIA NATIONAL GUARD, DIVISION OF ENGINEERING FACILITIES, CAMP DAWSON, KINGWOOD, WV, TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO RENOVATE THE LOWER RANGE.</p> <p>MANDATORY ON-SITE PRE-BID: CAMP DAWSON 240 ARMORY ROAD KINGWOOD, WV 26537</p> <p>DATE: 8/9/2007; 2:00 PM</p> <p>DRAWINGS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING: CHARLESTON BLUEPRINT 1203 VIRGINIA STREET, EAST CHARLESTON, WV 25301 (304) 343-1063 FAX: (304) 343-1095</p> <p align="right"><i>[Handwritten Signature]</i></p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO</p>				
SEE REVERSE SIDE FOR TERMS AND CONDITIONS				
SIGNATURE <i>[Handwritten Signature]</i>			TELEPHONE 304-296-7831	DATE 9/4/07
TITLE <i>Secy, State Exec VP</i> FSN 55-0640963			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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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.

SIGNED BID TO:

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



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

**Request for
 Quotation**

BID NUMBER
DEFK8020

PAGE
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ADDRESS FOR RESPONSE TO RFP/RFQ
**JOHN ABBOTT
 304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Laurika Excavating, Inc
 302 Dents Run Rd
 Morgantown, WV 26501*

RFQ COPY

**DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 240 ARMY ROAD**

KINGWOOD, WV 26537 341-6368

DATE PRINTED 07/19/2007	TERMS OF SALE	SHP/VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/29/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOM	UNIT PRICE	AMOUNT
<p>PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-291-7931** DATE: **9/4/07**

TITLE: *Secy, State of WV* FEIN: **55-0640163** 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
DEFK8020

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ADDRESS TO BE RESPONDED TO
**JOHN ABBOTT
 304-558-2544**

**RFQ COPY
 TYPE NAME/ADDRESS HERE**

*Lawita Excavating Inc
 302 Dents Run Rd
 Morgantown, W 26501*

**DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 240 ARMY ROAD**

**KINGWOOD, WV
 26537 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	POST	FREIGHT TERM
07/19/2007				
BID OPENING DATE: 08/29/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-296-7531 DATE: 9/4/07

TITLE: *Sec/State Exp VP* FEIN: 550640963 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
DEFK8020

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ADDRESSES OF RESPONDERS BY CITY/TOWN/STATE
**JOHN ABBOTT
304-558-2544**

RFQ COPY
TYPE NAME/ADDRESS HERE
*Laurita Excavating, Inc
302 Dents Run Rd
Morgantown, WV 26501*

**DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD
KINGWOOD, WV
26537 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP TO	FOB	FIELD OFFICES
07/19/2007				
BID OPENING DATE: 08/29/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	UNIT PRICE	ITEM NUMBER	AMOUNT
<p>IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-296-7531	DATE 9/14/07
TITLE Secy MAN/EX/VP	FEN 570640963	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
DEFK8020

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ADDRESS CORRESPONDENCE TO (A VENDOR OR)
**JOHN ABBOTT
 304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Lawrite Excavating, Inc
 302 Dents Rvn Rd
 Morgantown, WV 26501*

RFQ COPY

**DIV ENGINEERING & FACILITIES
 NATIONAL GUARD ARMORY
 240 ARMY ROAD**

KINGWOOD, WV 26537 341-6368

DATE PRINTED 07/19/2007	TERMS OF SALE	SHIP VIA	FOR	FREIGHT TERMS
BID OPENING DATE: 08/29/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-296-7531** DATE: **9/4/07**

TITLE: **Sen. Staff Exec VP** FEN: **55-0640963** 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
DEFK8020

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ADDRESS CORRESPONDENCE TO ATTENTION OF
**JOHN ABBOTT
304-558-2544**

RFQ COPY
TYPE NAME/ADDRESS HERE
*Laurita Excavating, Inc
302 Dents Run Rd
Morgantown, WV 26901*

**DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD
KINGWOOD, WV
26537 341-6368**

DATE PRINTED 07/19/2007	TERMS OF SALE	SHIP VIA	FOB/A	FREIGHT TERMS
BID OPENING DATE 08/29/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UNIT	UNIT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NOS.:						
NO. 1		✓		
NO. 2		✓		
NO. 3		
NO. 4		
NO. 5		
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
<i>[Signature]</i>				SIGNATURE		
<i>Laurita Excavating, Inc</i>				COMPANY		
<i>9/4/07</i>				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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE *304-296-7531* DATE *9/4/07*

TITLE *Sec/Asst/Exec VP* *55-0640963* 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
DEEK8020

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ADDRESS FOR RESPONDENCE
**JOHN ABBOTT
304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Laurita Excavating, Inc
302 Dents Run Rd
Morgantown, WV 26501*

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD
KINGWOOD, WV
26537
341-6368

DATE PRINTED 07/19/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/29/2007		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Laurita Excavating, Inc</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV001135</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: *304-296-7531* DATE: *9/4/07*

TITLE: *Secy/Exec VP* ID: *55-0640963* 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
DEFK8020

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ADDRESS FOR CORRESPONDENCE OR AGENCY USE ONLY
**JOHN ABBOTT
304-558-2544**

VENDOR

RFQ COPY
TYPE NAME/ADDRESS HERE

*Lavita Excavating, Inc
302 Dents Run Rd
Morgantown, WV 26501*

VENDOR

**DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD
KINGWOOD, WV 26537 341-6368**

DATE PRINTED 07/19/2007	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/29/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	UNIT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
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: JOHN ABBOTT-----						
REQ. NO.: DEFK8020-----						
BID OPENING DATE: 8/29/2007-----						
BID OPENING TIME: 1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
<i>304-292-4606</i>						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
<i>GH Meale</i>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <i>304-296-7531</i>	DATE <i>9/4/07</i>
TITLE <i>Secy, Man/Exec/VA</i>		FAX <i>55-0640963</i>

ADDRESS CHANGES TO BE NOTED ABOVE

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



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2019 Washington Street East
Post Office Box 50130
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Request for Quotation

RFQ NUMBER
DEFK8020

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ADDRESS CHANGES (GENERAL) MENTIONED
**JOHN ABBOTT
304-558-2544**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Lavinta Excavating, Inc
302 Dents Run Rd
Morgantown, WV 26501*

RFQ COPY

**DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
240 ARMY ROAD
KINGWOOD, WV
26537 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/19/2007				

BID OPENING DATE: **08/29/2007** BID OPENING TIME **01:30PM**

ITEM	QUANTITY	UOP	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEFK8020 ***** TOTAL:				<u>1,869,514.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *John Abbott* TELEPHONE: **304-296-7531** DATE: **9/4/07**

TITLE: **SALES MGR EXCC VP** FERN: **55-0640963** ADDRESS CHANGES TO BE NOTED ABOVE

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

SECTION I – BASE BID AND ADDITIVES

Dated: 9/4/07
(Bidder to insert date bid submitted)

SUBMITTED BY:

Laurita Excavating, Inc (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 001135

For: **CAMP DAWSON RANGE RENOVATIONS
KINGWOOD, WEST VIRGINIA**

QUALIFICATIONS OF BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations.

SUBMITTED TO:

The State of West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete renovation of Small Arms Ranges 3-5a at Camp Dawson per the design documents at Camp Dawson Collective Training Center, Kingwood, WV in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

For the Sum of: One Million Eight Hundred Sixty Five Thousand Five
Hundred Fourteen ~~100~~ (\$1,865,514.00)

(The Base Bid is the summation of items as specified in Section II of the Revised Bid Form.)

ADDITIVES:

The stated Base Bid is subject to the following additions or deductions for Additives which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Additive.)

Additives.

ADD the sum of: Three Hundred Twenty Four Thousand, Four Hundred
Twenty 00/100 (\$ 324,400.00).

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than **120 calendar days** from Notice to Proceed. Total liquidated damages are \$1,250.00 first day and \$1,150.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day.

The Bidder certifies 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. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

*1 7/24/07 *2 8/23/07 _____

SIGNATURE OF BIDDER:

Firm: Lavita Excavating, Inc By: Jon M. Denning
Address: 302 Dents Run Rd Title: Secy/Treas/ EXEC. V.P.
Address: Morgantown, WV 26501 Phone: 304-296-7531
Address: _____ Fax: 304-292-4606
Tax Cert#: 55-0640963

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

The costs indicated below are included in, and are a breakdown of, the Base Bid. In the event the total segregated prices shown below differ from the Base Bid indicated above, the Base Bid will govern.

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum, in accordance with Contract Conditions, General Provisions, Section 01026 - Unit Prices and Section 01035 - Modification Procedures.

SITE WORK

No.	ITEM	Quantity	Units	Unit Price	TOTAL
1	Mobilization / Demobilization	1	LS	<u>50,000.00</u>	<u>50,000.00</u>
2	General Construction Administration	1	LS	<u>50,000.00</u>	<u>50,000.00</u>
3	Quality Control	1	LS	<u>40,000.00</u>	<u>40,000.00</u>
4	Gas Line Relocation	1	LS	<u>10,000.00</u>	<u>10,000.00</u>
5	Demolition of Structures	1	LS	<u>95,000.00</u>	<u>95,000.00</u>
6	Site Preparation	1	LS	<u>50,000.00</u>	<u>50,000.00</u>
7	Sediment and Erosion Control	1	LS	<u>20,000.00</u>	<u>20,000.00</u>
8	Rock Removal/Surface Smoothing	1	LS	<u>28,000.00</u>	<u>28,000.00</u>
9	Unclassified Excavation	1	LS	<u>600,000.00</u>	<u>600,000.00</u>
10	Erosion Control Matting	7000	SY	<u>4.00</u>	<u>28,000.00</u>
11	Revegetation Type I	5	AC	<u>4000.00</u>	<u>20,000.00</u>
12	Revegetation Type II	2	AC	<u>4000.00</u>	<u>8,000.00</u>
13	Revegetation Type III	8	AC	<u>4000.00</u>	<u>32,000.00</u>
14	Target Frame/Barricade Holders	94	EA	<u>50.00</u>	<u>4700.00</u>
15	Range Flagpole	2	EA	<u>2000.00</u>	<u>4000.00</u>
16	Sidewalk	100	SY	<u>100.00</u>	<u>10,000.00</u>
17	Crusher Run	1200	TN	<u>21.00</u>	<u>25,200.00</u>
18	AASHTO #1	500	TN	<u>25.00</u>	<u>12,500.00</u>
19	Limestone Sand	500	TN	<u>20.00</u>	<u>10,000.00</u>
20	Separation Fabric	4000	SY	<u>1.50</u>	<u>6,000.00</u>
21	CPQC Target Emplacements	1	LS	<u>105,000.00</u>	<u>105,000.00</u>
22	CPQC Drainage	1	LS	<u>100,000.00</u>	<u>100,000.00</u>
23	Range Signage	1	LS	<u>10,000.00</u>	<u>10,000.00</u>
24	Ammunition / Weapons Pedestal	15	EA	<u>50.00</u>	<u>750.00</u>
25	Impact Media Renovation (Range 3)	1	LS	<u>10,000.00</u>	<u>10,000.00</u>
26	Impact Media Renovation (Range 2)	1	LS	<u>5,000.00</u>	<u>5,000.00</u>
27	48" RCP	40	LF	<u>130.00</u>	<u>5,200.00</u>
28	36" RCP	130	LF	<u>100.00</u>	<u>13,000.00</u>
29	30" RCP	374	LF	<u>80.00</u>	<u>29,920.00</u>
30	12" HDPE	600	LF	<u>40.00</u>	<u>24,000.00</u>
31	18" HDPE	272	LF	<u>50.00</u>	<u>13,600.00</u>
32	24" HDPE	288	LF	<u>65.00</u>	<u>18,720.00</u>
33	Catch Basins	9	EA	<u>2800.00</u>	<u>25,200.00</u>

No.	ITEM	Quantity	Units	Unit Price	TOTAL
34	Junction Boxes	1	EA	3000.00	3000.00
35	Yard Drain	10	EA	600.00	6000.00
36	Outlet Protection	1	LS	500.00	500.00
37	Type 1 Ditch	52	LF	60.00	3120.00
38	Type 2 Ditch	1,183	LF	48.00	56,784.00
39	Type 3 Ditch	650	LF	40.00	26,000.00
40	Type 5 Ditch	915	LF	8.00	7,320.00
41	Under Drain (3' x 3') 6" PVC	100	LF	20.00	2000.00
SUBTOTAL					<u>1,568,514.00</u>

UTILITIES

42	Gas Service	1	LS		
43	Electric Service	1	LS	57,000.00	57,000.00
SUBTOTAL					<u>57,000.00</u>

BUILDINGS

44	Range Towers	2	EA	80,000.00	160,000.00
45	Range Tower 5a Renovations	1	LS	80,000.00	80,000.00
SUBTOTAL					<u>240,000.00</u>
BID TOTAL					<u>1,865,514.00</u>

ADDITIVE BID ITEMS

46	Foxholes	32	EA	2100.00	67,200.00
47	Convoy Firing Lane	17 167	SY	20.00	3,340.00
48	2" Forcemain	100	LF	50.00	5,000.00
49	Lift station	1	LS	60,000.00	60,000.00
50	2" Water Line	100	LF	30.00	3,000.00
51	Precast Latrine	1	LS	75,000.00	75,000.00
52	Latrine Foundation	1	LS	33,000.00	33,000.00
53	Shed and BEAR Target System Foundations	325	SY	120.00	39,000.00

ADDITIVE BID ITEMS TOTAL

54	Concrete Pads	324	SY	120.00	38,880.00
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324,420.00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Laurita Excavating, Inc.
_____ of Morgantown, WV, as Principal, and _____
Fidelity and Deposit Company of Maryland of Pittsburgh, PA _____
_____, a corporation organized and existing under the laws of the State of Maryland with its principal office in
the City of Baltimore, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the
penal sum of Five Percent of the 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
Camp Dawson Range Renovations
RFQ # DEFK8020

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
4th day of September, 20 07.

Principal Corporate Seal

Laurita Excavating Inc.
(Name of Principal)
By [Signature]
(Must be President or
Vice President)
Sec/Treas/Exec VP
(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)
[Signature]
Attorney-in-Fact
Zachary L. Mendelson

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

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Karen M. COMPORT, Wendy L. PRICE, Zachary L. MENDELSON, Mark F. SUSCO and Kathryn J. FINDLAY, all of Pittsburgh, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Karen M. COMPORT, Wendy L. PRICE, Zachary L. MENDELSON, Mark F. SUSCO, dated May 12, 2005.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of June, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes Assistant Secretary

Theodore G. Martinez

By: Theodore G. Martinez

State of Maryland } ss:
City of Baltimore }

On this 27th day of June, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
My Commission Expires: July 14, 2007

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

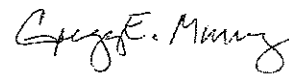
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 4 day of September, 2007.



Assistant Secretary

RFQ No. DEFK8030

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 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 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.

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, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, 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.

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: Laurita Excavating, Inc

Authorized Signature: [Signature] Date: 9/4/07