



Route 1 Box B4
Cumberland St. East
Wiley Ford, WV 26767
304.738.3300
Fax: 304.738.3364

FAX

COMPANY WV PURCHASING DEPT.
FAX NUMBER 304-558-3970
CONTACT JOHN ABBOTT, BUYER
FROM Steve Langan
DATE 07/17/08
NUMBER OF PAGES 6
REGARDING BID INFORMATION FOR RFQ #DEEK 8252

ATTACHED, PLEASE FIND THE FOLLOWING:

- Front Sheet
- Addendum Sheet
- Bid Form
- Bond Forms

Hardcopies will be sent via FedEx today.

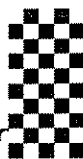
Thank you,
Steve Langan
304-738-3300

PURCHASING DIVISION
STATE OF WV

2008 JUL 17 P 12:50

RECEIVED

This fax may contain personal and/or confidential information.





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

**Request for
 Quotation**

DEFK8252

1

JOHN ABBOTT
 304-558-2566

RFQ COPY
TYPE NAME/ADDRESS HERE

Langan General Contracting Corp.
 Rt. 1 Box 84, Cumberland Street East
 Wilay Ford, WV 26767

DIV ENGINEERING & FACILITIES
CAMP DAWSON ARMY TRAINING SITE
240 ARMY ROAD

KINGWOOD, WV
26537-1077 304-329-4417

DATE PRINTED 05/21/2008	TERMS OF SALE	SHIP VIA	FCB	FREIGHT TERMS
BID OPENING DATE: 06/25/2008		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	LS	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	968-20	128,800.00	128,800.00
BUILDING CONSTRUCTION CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT AND MODIFY THE URBAN TRAINING BUILDING, WV ARMY NATIONAL GUARD, KINGWOOD, WV, PER THE SPECIFICATIONS. MANDATORY ON-SITE PRE-BID: JUNE 5, 2008; 1:30 PM KINGWOOD ARMORY ST. RT. 72 & ST. RT. 26 JUNCTION, KINGWOOD, WV 26537 CONTACT: JEFF MILLER @ (304) 791-4389 EXHIBIT 5 NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY 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.					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Steve W. Langan* TELEPHONE: 304-738-3300 DATE: 07/17/08
 TITLE: President FEIN: 20-1612658 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**

DEFK8252

5

JOHN ABBOTT
 304-458-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

Langan General Contracting Corp.
 Rt. 1 Box 84, Cumberland Street East
 Wiley Ford, WV 28767

DIV ENGINEERING & FACILITIES
 CAMP DAWSON ARMY TRAINING SITE
 240 ARMY ROAD

KINGWOOD, WV
 26537-1077 304-329-4417

DATE QUOTED	TERMS OF SALE	SHIP VIA	POB	FREIGHT TERMS
05/21/2008				
BID OPENING DATE: 06/25/2008		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO	DESCRIPTION	UNIT PRICE	AMOUNT
<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> <p>ADDENDUM NOS.:</p> <p>NO. 1 06/19/08</p> <p>NO. 2 07/02/08</p> <p>NO. 3</p> <p>NO. 4</p>						

SIGNATURE: *John Abbott* TELEPHONE: 304-738-3300 DATE: 07/16/08
 TITLE: President FEN: 20-1612658 ADDRESS CHANGES TO BE NOTED ABOVE

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

ADDENDUM NO. 2

ADD: Bidder to submit a Base Bid for buildings 1 & 2 (see attached map for building delineation and numbering), and separate bids for the following: Alternate Bid Item # 1 building 3; and Alternate Bid Item #2 building 4. In addition, bidder will also submit a total bid to include all bid items combined.

ADD: Bidder will be responsible for providing a structurally sound design for the concrete roof decks based on existing site conditions, 40 p.s.f. live load and a minimum of 4" concrete thickness as measured from the top of the corrugated metal decking.

Building #1	Base Bid	\$ <u>36,900.00</u>
Building #2	Base Bid	\$ <u>36,900.00</u>
Building #3	Alternate #1	\$ <u>27,500.00</u>
Building #4	Alternate #2	\$ <u>27,500.00</u>
Total		\$ <u>128,800.00</u>

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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, §61-6-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Langan General Contracting Corp.
Rt. 1 Box 84, Cumberland Street East
Wiley Ford, WV 26787

Vendor's Name: _____

Authorized Signature: Steve M. Langan Date: 07/17/08

Purchasing Affidavit (Revised 08/15/07)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Langan General Contracting Corporation, Route 1 Box 84, Cumberland Street East, Wiley Ford, WVA 26767 as Principal, hereafter called the Principal, and HARTFORD FIRE INSURANCE COMPANY a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called the Surety, are held and firmly bound unto

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

as Obligee, hereinafter called the Obligee, in the sum of 5% of Amount Bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and adding, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

Modify Urban Training Building, WV Army National Guard, Kingwood, WV per DEFK8252 specs

Now, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds, as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null, otherwise to remain in full force and effect.

Neither the Contractor or Surety under this bond and bid to which it is attached will be held responsive unless prior to execution of the Contract, the owner demonstrates to the Contractor's and Surety's complete satisfaction, ability to make all payments to the Contractor according to the terms of the Contract.

Signed and sealed this 25th day of June, 2008

Langan General Contracting Corporation.

(Principal)

(Seal)

Mary K. Wilson

(Witness)

Steve M. Langan President

(Title)

Kimberly L. Smith

(Witness)

Hartford Fire Insurance Company

(Surety)

(Seal)

Golly Kidwell
WV Resident Countersignature

Edward R. Seward

Edward R. Seward, Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-4
 P.O. BOX 2103, 880 ASYLUM AVENUE
 HARTFORD, CONNECTICUT 06115
 call: 888-286-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 30-720164, 30-720738, 30-721628, 42-640001

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of unlimited:

Brian E. McCloskey, Michael A. Fetchero, Page T. Shanklin Sr., Jay Bateson, Mary Kay Adwell, Mary E. Oleskey, Edward R. Seward, Alice C. Harman, Kathleen A. Wos, H. Glenn Twigg, Michael A. Mayers, Craig E. Wengerd, Carol A. Uadiski, George L. Marshall, David B. Arnold, Sandra E. Squillaro of Johnstown, PA, Columbia/Cumberland, MD and Fairfax, VA

their 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(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Paul A. Bergenholz

Paul A. Bergenholz, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 1st day of February, 2004, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Pascha

Scott E. Pascha
 Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 25th June, 2008.
 Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President