

OPENING
TODAY
11:30 P.M.

BID SUBMISSION

THE JAMES WHITE CONSTRUCTION COMPANY



4156 FREEDOM WAY, WEIRTON, WV 26062

WV CONTRACTOR LIC.# WY000492

FAX COVER SHEET

PLEASE DELIVER TO:

NAME: John Abbott
FIRM: WV Dept. of Administration
Purchasing Division
FAX: 304-558-3970

MESSAGE IS BEING SENT FROM:

NAME: David Holt
FIRM: THE JAMES WHITE CONSTRUCTION CO.
FAX: 304-748-8183 PHONE: 304-748-8181
DATE: 8/14/08
JOB REF.: RFP # DEFK9001

RECEIVED
2008 AUG 14 P 1:19
PURCHASING DIVISION
STATE OF WV

WE ARE TRANSMITTING 25 PAGE(S), INCLUDING THIS COVER SHEET. IF TRANSMISSION IS NOT COMPLETE, PLEASE CALL 304-748-8181. THESE DOCUMENTS WILL, WILL NOT BE TRANSMITTED BY MAIL.

MESSAGE: BID SUBMISSION!

Followup to bid to be delivered by UPS.

Include with UPS if received.



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
DEFK9001

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

**DIV ENGINEERING & FACILITIES
 LIMITED ARMY AVIATION
 SUPPORT FACILITY
 OHIO COUNTY AIRPORT
 WHEELING, WV
 26003**

| DATE PRINTED | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|------------------------------|---------------|--------------------------|-----|---------------|
| 07/07/2008 | | | | |
| BID OPENING DATE: 08/14/2008 | | BID OPENING TIME 01:30PM | | |

| LINE | QUANTITY | UOP | PAI NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001 | 1 | LS | | 910-60 | | #278,805 ⁰⁰ |
| <p>PLUMBING MAINTENANCE, REPAIR, AND INSTALLATION</p> <p>PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO INSTALL, REPLACE, MODIFY, AND UPGRADE THE PLUMBING ASSOCIATED WITH THE WASTE WATER PLUMBING SYSTEM AT THE WHEELING AASF #2, NEAR THE OHIO COUNTY AIRPORT, FOR THE WV ARMY NATIONAL GUARD, PER THE SPECIFICATIONS.</p> <p>MANDATORY ON-SITE PRE-BID: 7/30/2008; 1:30 PM WHEELING AASF #2 538 GIRTYS POINT ROAD WHEELING, WV 26003</p> <p>CONTACT: PHIL EMMERTH AT 304-201-3529 TO CONFIRM ATTENDANCE, AND TO OBTAIN DRAWINGS & SPECIFICATIONS.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 270 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michael James* TELEPHONE 304-748-8181 DATE 8/14/08
 TITLE PRESIDENT FEIN 55-0346067 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 may be deemed null and void, and 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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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:
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. 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

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| RFQ NUMBER |
| DEFK9001 |

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

RFQ COPY
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DIV ENGINEERING & FACILITIES
 LIMITED ARMY AVIATION
 SUPPORT FACILITY
 OHIO COUNTY AIRPORT
 WHEELING, WV
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| 07/07/2008 | | | | |
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| <p>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 OHIO 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> <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</p> | | | | | | |

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| SEE REVERSE SIDE FOR TERMS AND CONDITIONS | | TELEPHONE | DATE |
| SIGNATURE | 55-0346067 | 304-748-8181 | 8/14/08 |
| TITLE | ADDRESS CHANGES TO BE NOTED ABOVE | | |
| PRESIDENT | WHEN RESPONDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR' | | |



State of West Virginia
 Department of Administration
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 Post Office Box 60130
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**Request for
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REF ID: A66666
 DEFK9001

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ADDRESS FOR CORRESPONDENCE TO ATTENTION TO
 JOHN ABBOTT
 304-558-2544

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DIV ENGINEERING & FACILITIES
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| <p>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 ACCEPCTABLE 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 VENDDR.</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. 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</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michael Gio* TELEPHONE 304-748-8181 DATE 8/14/08

TITLE PRESIDENT FEIN 55-0346067 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

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| <p>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 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</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Michael Gian...* TELEPHONE: 304-748-8181 DATE: 8/14/08
 TITLE: PRESIDENT FEIN: 55-0346067 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFO. INSERT NAME AND ADDRESS IN SPACE ABOVE I LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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**Request for
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**DIV ENGINEERING & FACILITIES
 LIMITED ARMY AVIATION
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| <p>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> <p>ADDENDUM NOS.:</p> <p>NO. 1 <i>Aug. 5, 2008</i></p> <p>NO. 2</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michael...* TELEPHONE **304-748-8181** DATE **8/14/08**

TITLE **PRESIDENT** FEIN **55-0346067** ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED "MEMORANDUM"



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

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

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DIV ENGINEERING & FACILITIES
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| NO. 3 | | | | | | |
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| NO. 5 | | | | | | |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Michael Giam...</i> SIGNATURE</p> <p>THE JAMES WHITE CONST. Co. COMPANY</p> <p>8/14/08 DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7898.</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Michael Giam...* TELEPHONE 304-748-8181 DATE 8/14/08

TITLE PRESIDENT FEIN 55-0346067 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE I AM THE VENDOR



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| <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: <u>THE JAMES WHITE CONST. Co.</u></p> <p>CONTRACTORS LICENSE NO.: <u>WV000492</u></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

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| SIGNATURE <u>Michael Gioia</u> | TELEPHONE <u>304-748-8181</u> | DATE <u>8/14/08</u> |
| TITLE <u>PRESIDENT</u> | FEIN <u>55-0346067</u> | ADDRESS CHANGES TO BE NOTED ABOVE |

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED VENDOR



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| <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: JOHN ABBOTT-----</p> <p>REQ. NO.: DEFK9001-----</p> <p>BID OPENING DATE: 8/14/2008-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-748-8183-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: MICHAEL GIANNI-----</p> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
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| SIGNATURE <i>Michael Gianni</i> | TELEPHONE 304-748-8181 | DATE 8/14/08 |
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| LE PRESIDENT | FBN 55-0346067 | ADDRESS CHANGES TO BE NOTED ABOVE |
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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
DEFK9001

PAGE
9

ADDRESS CORRESPONDENCE OR ATTENTION FOR
JOHN ABBOTT
304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIV ENGINEERING & FACILITIES
 LIMITED ARMY AVIATION
 SUPPORT FACILITY
 OHIO COUNTY AIRPORT
 WHEELING, WV
 26003

| | | | | |
|-------------------------------------|---------------|----------------------------------|-----|---------------|
| DATE PRINTED 07/07/2008 | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
| BID OPENING DATE: 08/14/2008 | | BID OPENING TIME: 01:30PM | | |

| LINE | QUANTITY | UOP | CA No | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|-------|-------------|------------|----------------------|
| ***** THIS IS THE END OF RFQ DEFK9001 ***** TOTAL: | | | | | | \$ 278,805.00 |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

NATURE: *Michael Ye* TELEPHONE: **304-748-8181** DATE: **8/14/08**

TITLE: **PRESIDENT** FEIN: **55-0346067** ADDRESS CHANGES TO BE NOTED ABOVE

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

WV ARMY NATIONAL GUARD
WHEELING AASF#2 HELICOPTER MAINTENANCE OPERATIONS
WASH WATER RE-ROUTE
Project No. DEF K9-001

BID-SHEET

| No. | ITEM | QTY | UNIT | UNIT PRICE | Amount |
|----------------------------|-----------------------------|-----|------|------------------------|-------------------------------|
| 1. | Mobilization/Demobilization | 1 | LS | \$14,450 ⁰⁰ | \$14,450 ⁰⁰ |
| 2. | Demolition | 1 | LS | \$8,900 ⁰⁰ | \$8,900 ⁰⁰ |
| 3. | Three-Way Valve | 1 | LS | \$10,170 ⁰⁰ | \$10,170 ⁰⁰ |
| 4. | Process Drain Line | 173 | LF | \$39 ⁰⁰ | \$6,747 ⁰⁰ |
| 5. | Force Main | 772 | LF | \$23 ⁰⁰ | \$17,756 ⁰⁰ |
| 6. | Force Main Tie-in | 1 | LS | \$6,350 ⁰⁰ | \$6,350 ⁰⁰ |
| 7. | Sanitary Sewer | 510 | LF | \$70 ⁰⁰ | \$35,700 ⁰⁰ |
| 8. | Manhole | 1 | LS | \$2,750 ⁰⁰ | \$2,750 ⁰⁰ |
| 9. | Electrical | 1 | LS | \$20,840 ⁰⁰ | \$20,840 ⁰⁰ |
| 10. | Lift Station | 1 | LS | \$9,428 ⁰⁰ | \$9,428 ⁰⁰ |
| 11. | Grit/Dilution Tank | 1 | LS | \$10,700 ⁰⁰ | \$10,700 ⁰⁰ |
| 12. | Revegetation | 1 | LS | \$15,240 ⁰⁰ | \$15,240 ⁰⁰ |
| 13. | Concrete Pavement | 312 | SY | \$76 ⁰⁰ | \$23,712 ⁰⁰ |
| 14. | OWS Cleaning and Removal | 1 | LS | \$11,210 ⁰⁰ | \$11,210 ⁰⁰ |
| TOTAL BASE BID COST | | | | | \$278,805⁰⁰ |
| 14. | Alternate #1 | 8 | EA | \$1,995 ⁰⁰ | \$15,560 ⁰⁰ |
| 15. | Alternate #2A (1 to 10) | 10 | EA | \$1,280 ⁰⁰ | \$12,800 ⁰⁰ |
| 16. | Alternate #2B (11 to 20) | 20 | EA | \$1,280 ⁰⁰ | \$25,600 ⁰⁰ |
| 17. | Alternate #2C (21 to 30) | 30 | EA | \$1,280 ⁰⁰ | \$38,400 ⁰⁰ |
| 18. | Alternate #3A (1 to 25) | 25 | EA | \$285 ⁰⁰ | \$7,125 ⁰⁰ |
| 19. | Alternate #3B (26 to 50) | 50 | EA | \$285 ⁰⁰ | \$14,250 ⁰⁰ |
| 20. | Alternate #3C (51 to 75) | 75 | EA | \$285 ⁰⁰ | \$21,375 ⁰⁰ |
| 21. | Alternate #3D (76 to 100) | 100 | EA | \$285 ⁰⁰ | \$28,500 ⁰⁰ |
| 22. | Alternate #4 | 1 | EA | \$990 ⁰⁰ | \$990 ⁰⁰ |
| 23. | Alternate #5 | 100 | LF | \$135 ⁰⁰ | \$13,500 ⁰⁰ |

Dated:

August 14, 2008
(Bidder to insert date bid submitted)

Submitted By:

THE JAMES WHITE CONST. CO.
(hereinafter referred to as Bidder)

Dated 4 August 2008

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West Virginia Contractor's License Number:

WV 000492

SIGNATURE OF BIDDER:

Firm JAMES WHITE CONST.

By 

Address 4156 FREEDOM WAY

Title MICHAEL GIANNI
PRESIDENT

Address WEIRTON, WV 26062

Phone 304-748-8181

Tax ID# 55-0346067

Fax 304-748-8183

WV ARMY NATIONAL GUARD
WHEELING AASF#2 HELICOPTER MAINTENANCE OPERATIONS
WASHWATER RE-ROUTE
Project No. DEF K9-001

BID ITEM DESCRIPTIONS

Bid Item 1: Mobilization/Demobilization

Unit: Lump Sum (LS)

Description: The work shall consist of activities associated with project startup to include, but not limited to, construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premlums; storage facilities.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum amount according to the Basis of Payment below. Maximum limitation Mobilization/Demobilization will be 10% of base bid.

Payment: Payment for item will be in three installments. The first payment of 50 percent of the lump sum price will be made on the first estimate following partial mobilization including the placement or erection of the Contractor's office and storage facilities and the initiation of construction work. The second payment of 25 percent will be made on the next estimate following completion of substantial mobilization. The remaining 25 percent will be paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the Project.

Bid Item 2: Demolition

Unit: Lump Sum (LS)

Description: This work shall consist of removal of grinder pump cores, pumping out sewage from grinder pump wet well, removal of grinder pump control panel, and filling in grinder pump wet well with granular material as indicated on the Drawings; removal of concrete slabs; and removal of fencing. Grinder pump cores and control panel shall be salvaged for Owner.

Measurement: No direct measurement of quantities completed for this item.

Payment: Based on percentage of completion of lump sum price.

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Bid Item 3: Three-Way Valve

Unit: Lump Sum (LS)

Description: This work shall consist of furnishing and installing, complete, the 3-way plug valve, including all incidentals associated with finding the existing drain lines and connecting to the adjoining piping. Work shall include furnishing and installing the sign post and Owner supplied sign as shown on the Drawings.

Measurement: No direct measurement of quantities completed for this item.

Payment: Lump sum price.

Bid Item 4: Process Drain

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing, complete, the process drain line from the 3-way valve to the grit/dilution tank. Work shall include the cleanout, cleaning and testing of the line, and sediment and erosion control over the length of the line. The line shall not be tied into the existing lines and the grit/dilution tank until the testing has been approved by the Engineer. Work shall also include soil compaction testing in grassed areas.

Measurement: Quantity installed.

Payment: Linear foot price.

Bid Item 5: Force Main

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing, complete, the force main line from the valve vault to the tie-in location on the existing 4" force main, including free boring beneath pavement. The tie-in is a separate bid item. Work shall include the cleaning and testing of the line and sediment and erosion control over the length of the line. The line shall not be tied into the existing force main and the lift station until the testing has been approved by the Engineer. Work shall also include soil compaction testing in grassed areas.

Measurement: Quantity installed.

Payment: Linear foot price.

Bid Item 6: Force Main Tie-in

Unit: Lump Sum (LS)

Description: This work shall consist of locating the existing 4" force main with the utility owner (Ohio County Public Service District) and furnishing and installing all materials and valve to connect into the existing 4" force main as shown on the Drawings.

Measurement: No direct measurement of quantities completed for this item.

Payment: Lump sum price.

Bid Item 7: Sanitary Sewer

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing, complete, the sanitary sewer line from the tie-in location on the existing 6" sewer line to the lift station as shown on the Drawings. This item includes connection to the existing 6" sewer line with cleanout. Work shall also include cleaning and testing of the line and sediment and erosion control over the length of the line. The line shall not be tied into the existing sewer and the lift station until the testing has been approved by the Engineer. Work shall also include soil compaction testing in grassed areas.

Measurement: Quantity installed.

Payment: Linear foot price.

Bid Item 8: Manhole

Unit: Lump Sum (LS)

Description: This work shall consist of furnishing and installing, complete, the precast concrete manhole as shown on the Drawings.

Measurement: No direct measurement of quantities completed for this item.

Payment: Lump sum price.

Bid Item 9: Electrical

Unit: Lump Sum (LS)

Description: This work shall consist of furnishing and installing, complete, all electrical work associated with furnishing power to the lift station.

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This work shall include installing a new circuit breaker in the existing panel in the hangar hall; installing conduit from the panel to the lift station panel, both inside the hangar and outside in the ground; installing the panelboard arrangement with lift station panel and disconnect; installing the two conduits with conductors from the lift station junction box to the panelboard; installing the lift station vent line from the lift station to the panelboard; connecting the pump float and power cords in the junction box; furnishing and installing the junction box, and other associated electric work for a complete functioning electrical system.

Measurement: No direct measurement of quantities completed for this item.

Payment: Based on percentage of completion of lump sum price.

Bid Item 10: Lift Station

Unit: Lump Sum (LS)

Description: This work shall consist of furnishing and installing, complete, the packaged submersible lift station, including equipment, precast concrete wet well and valve vault, all flanged ductile iron piping and valves within the wet well and valve vault, motorized pump hoist, force main isolation valve located outside of valve vault, and other incidentals associated with a complete operational lift station. The panel shall be installed under the Electrical Bid Item.

Measurement: No direct measurement of quantities completed for this item.

Payment: Based on percentage of completion of lump sum price.

Bid Item 11: Grit/Dilution Tank

Unit: Lump Sum (LS)

Description: This work shall consist of furnishing and installing, complete, the precast concrete tank, PVC tees on the influent and effluent ends, connection to the influent and effluent piping, precast concrete access risers with cast iron manhole frames and covers, and other incidentals.

Measurement: No direct measurement of quantities completed for this item.

Payment: Based on percentage of completion of lump sum price.

Bid Item 12: Revegetation

Unit: Lump Sum (LS)

Description: This work shall consist of fine landscape grading and seeding and mulching of all disturbed grass areas on the site.

Measurement: No direct measurement of quantities completed for this item.

Payment: Lump sum price.

Bid Item 13: Concrete Pavement

Unit: Square yards (SY)

Description: This work shall consist of furnishing and installing the granular base material and the reinforced concrete, including dowels, welded wire fabric, concrete, forming, as shown on the Drawings. This work shall also include concrete quality assurance control by an independent testing firm.

Measurement: Quantity installed.

Payment: Square yard price.

Alternate Bid Item #1: 10ft x 10ft Concrete Pad Replacement

Unit: Each (EA)

Description: This work shall consist of removing the existing concrete, wire fabric, and joint sealant to the limits indicated on the Drawings and installing new concrete, dowels, wire fabric, joint sealant per the Drawing details. Existing dowels shall be maintained. This work shall also include concrete quality assurance control by an independent testing firm.

Measurement: No direct measurement of quantities completed for this item

Payment: Price bid per each item.

Alternate Bid Item #2A: 5ft x 10ft Concrete Section Replacement

Unit: Each (EA)

Description: This work shall consist of removing the existing concrete, wire fabric, and joint sealant to the limits indicated on the Drawings and installing new concrete, dowels, wire fabric, joint sealant per the Drawing details. Existing dowels shall be maintained. This work shall also include concrete quality assurance control by an independent testing firm.

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Measurement: No direct measurement of quantities completed for this item

Payment: Price bid per each item.

Alternate Bid Item #2B: 5ft x 10ft Concrete Section Replacement

Unit: Each (EA)

Description: This work shall consist of removing the existing concrete, wire fabric, and joint sealant to the limits indicated on the Drawings and installing new concrete, dowels, wire fabric, joint sealant per the Drawing details. Existing dowels shall be maintained. This work shall also include concrete quality assurance control by an independent testing firm.

Measurement: No direct measurement of quantities completed for this item

Payment: Price bid per each item.

Alternate Bid Item #2C: 5ft x 10ft Concrete Section Replacement

Unit: Each (EA)

Description: This work shall consist of removing the existing concrete, wire fabric, and joint sealant to the limits indicated on the Drawings and installing new concrete, dowels, wire fabric, joint sealant per the Drawing details. Existing dowels shall be maintained. This work shall also include concrete quality assurance control by an independent testing firm.

Measurement: No direct measurement of quantities completed for this item

Payment: Price bid per each item.

Alternate Bid Item #3A: 3ft x 3ft Concrete Section Replacement

Unit: Each (EA)

Description: This work shall consist of removing the existing concrete, wire fabric, and joint sealant to the limits indicated on the Drawings and installing new concrete, dowels, wire fabric, joint sealant per the Drawing details. Existing dowels shall be maintained. This work shall also include concrete quality assurance control by an independent testing firm.

Measurement: No direct measurement of quantities completed for this item

Payment: Price bid per each item.

Alternate Bid Item #3B: 3ft x 3ft Concrete Section Replacement

Unit: Each (EA)

Description: This work shall consist of removing the existing concrete, wire fabric, and joint sealant to the limits indicated on the Drawings and installing new concrete, dowels, wire fabric, joint sealant per the Drawing details. Existing dowels shall be maintained. This work shall also include concrete quality assurance control by an independent testing firm.

Measurement: No direct measurement of quantities completed for this item

Payment: Price bid per each item.

Alternate Bid Item #3C: 3ft x 3ft Concrete Section Replacement

Unit: Each (EA)

Description: This work shall consist of removing the existing concrete, wire fabric, and joint sealant to the limits indicated on the Drawings and installing new concrete, dowels, wire fabric, joint sealant per the Drawing details. Existing dowels shall be maintained. This work shall also include concrete quality assurance control by an independent testing firm.

Measurement: No direct measurement of quantities completed for this item

Payment: Price bid per each item.

Alternate Bid Item #3D: 3ft x 3ft Concrete Section Replacement

Unit: Each (EA)

Description: This work shall consist of removing the existing concrete, wire fabric, and joint sealant to the limits indicated on the Drawings and installing new concrete, dowels, wire fabric, joint sealant per the Drawing details. Existing dowels shall be maintained. This work shall also include concrete quality assurance control by an independent testing firm.

Measurement: No direct measurement of quantities completed for this item

Payment: Price bid per each item.

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Alternate Bid Item #4: Tie-Down Replacement

Unit: Each (EA)

Description: This work shall consist of removing the existing concrete, wire fabric, and joint sealant to the limits indicated on the Drawings and installing new steel tie-down, concrete, dowels, wire fabric, joint sealant per the Drawing details. Existing dowels shall be maintained. This work shall also include concrete quality assurance control by an independent testing firm.

Measurement: No direct measurement of quantities completed for this item

Payment: Price bid per each item.

Alternate Bid Item #5: Joint Sealant Replacement

Unit: Linear Foot (LF)

Description: This work shall consist of removing the existing joint sealant and backer rod and installing new joint sealant and backer rod per the Drawing details.

Measurement: Quantity Installed.

Payment: Linear foot price.

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

**WV ARMY NATIONAL GUARD
WHEELING AASF #2 HELICOPTER MAINTENANCE OPERATIONS
WASH WATER RE-ROUTE**

ARTICLE 2 - ENGINEER

The Project has been designed by Vaughn, Coast & Vaughn, St. Clairsville, OH, who is hereinafter called Engineer and who will assume all duties and responsibilities and will have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be fully completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 270 consecutive calendar days after the Contract Time commences to run.
- 3.2 Liquidated Damages. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the work is not complete within the time specified in Paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Dollars (\$ 1,000.00) for each day that expires after the time specified in Paragraph 3.1 for substantial completion until the work is substantially complete.

ARTICLE 4 - CONTRACT PRICE

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- 4.1 Owner shall pay Contractor for performance of the work in accordance with the Contract Documents in current funds as follows:

TWO HUNDRED SEVENTY EIGHT THOUSAND EIGHT HUNDRED FIVE DOLLARS
 Written
 \$ 278,805.⁰⁰
 Numeric

ARTICLE 5 - PAYMENT PROCEDURES

Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 5.1 Progress Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in Paragraph 14.01 of the General Conditions.
- 5.1.1 Prior to 50% Completion, progress payments will be in an amount equal to 90% of the work completed, and 100% of materials and equipment not incorporated in the work but delivered and suitably stored, less in each case the aggregate of payments previously made.
- 5.1.2 Upon 50% Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 14.02 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 6 - INTEREST

All moneys not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- 7.1 Contractor has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

- 7.2 Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by Engineer in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 Contractor has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 7.01 as he deems necessary for the performance of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by Contractor for such purposes.
- 7.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.
- 7.5 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

ARTICLE 8 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between Owner and Contractor are attached to this Agreement, made a part hereof and consists of the following:

- 8.1 This Agreement, pages 00500-1 to 00500-5, inclusive.
- 8.2 Exhibits to this Agreement, pages - to -, inclusive.
- 8.3 Performance and Payment Bonds.
- 8.4 Notice of Award and Notice to Proceed.
- 8.5 General Conditions, pages 1 to 42, inclusive.
- 8.6 Supplementary Conditions, pages 00800-1 to 00800-5 inclusive.
- 8.7 Specifications bearing the title:

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RFQ No. DEFK9001STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

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.

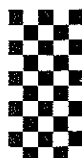
CONFIDENTIALITY:

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 is in compliance with the requirements as stated.

Vendor's Name: THE JAMES WHITE CONSTRUCTION COMPANYAuthorized Signature: Donald Gianni, Jr. Date: 8/14/08Purchasing Affidavit (Revised 07/01/08)
DONALD GIANNI, JR., SECRETARY

UPS Internet Shipping: Label/Receipt



John Abbott
LEFT OUT OF ORIGINAL FAX

Shipment Receipt

Transaction Date: 13 Aug 2008
Tracking Number: 1Z6007AX0193583776

| Address Information | | |
|--|--|---|
| Ship To: State of WV John Abbott Dept of Administration Purchasing Division 2019 Washington Street, East CHARLESTON WV 25311-2214 | Ship From: James White Construction Michael Gianni 4156 Freedom Way WEIRTON WV 26062 Telephone: 304-748-8181 x21 | Return Address: James White Construction Michael Gianni 4156 Freedom Way WEIRTON WV 26062 Telephone: 304-748-8181 x21 |

| Package Information | | | |
|---------------------|------------------------|----------------|-------------------|
| Weight | Dimensions / Packaging | Declared Value | Reference Numbers |
| 1. 1.0 lbs | My Packaging | | |

| UPS Shipping Service and Shipping Options | |
|---|--------------------------|
| Service: UPS Next Day Air Guaranteed By: ¹ 10:30 A.M. Thursday, 8/14/2008 | |
| Shipping Fees Subtotal: | 25.56 USD |
| Transportation Fuel Surchage | 19.00 USD 6.56 USD |
| Payment Information | |
| Bill Shipping Charges to: | Shipper's Account 6007AX |
| Total Charged: | 25.56 USD |

Note: Your invoice may vary from the displayed reference rates.
¹ For delivery and guarantee information, see the UPS Service Guide. To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

Responsibility for Loss or Damage
Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation and shipper's requesting service through the Internet are prohibited from shipping packages with a value of more than \$50,000. The maximum liability per package assumed by UPS shall not exceed \$50,000, regardless of value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Tariff and the UPS Terms and Conditions of Service, which can be found at www.ups.com.