



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
GSD096432

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

VENDOR

\*709050415      304-344-1200  
 WISEMAN CONSTRUCTION COMPANY I  
 1616 6TH AVENUE  
 CHARLESTON WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305      304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/09/2009				

BID OPENING DATE	BID OPENING TIME
04/16/2009	01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-42		3,564,979.20
EXTERIOR CLEANING & MASONRY REPAIRS, EAST&WEST WINGS  REQUEST FOR QUOTATION (RFQ)  THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR EXTERIOR CLEANING/MASONRY REPAIRS ON THE EAST AND WEST WINGS OF BUILDING #1 (MAIN CAPITOL) LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS AND THE SPECIFICATION MANUAL AND DRAWINGS DATED 06/08/2007 BY SWANKE HADEN CONNELL ARCHITECTS.  SPECIFICATION MANUAL AND DRAWINGS MAY BE OBTAINED BY CONTACTING:  CHARLESTON BLUEPRINT 1203 VIRGINIA STREET, EAST CHARLESTON, WV 25301 PHONE: 304-343-1063  A MANDATORY PRE-BID MEETING WILL BE HELD ON THURSDAY						

RECEIVED  
 2009 APR 30 PM 1:10  
 WV PURCHASING DIVISION

SIGNATURE <i>Debra Williams</i>				TELEPHONE 304-344-1200		DATE 4/30/09	
TITLE CEO		FEIN 55-0602314		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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
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 Cover 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 work place policy in compliance with the West Virginia 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 case 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

RFQ NUMBER  
 GSD096432

PAGE  
 2

ADDRESS: CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

VENDOR

\*709050415      304-344-1200  
 WISEMAN CONSTRUCTION COMPANY I  
 1616 6TH AVENUE  
  
 CHARLESTON WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305      304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2009				

BID OPENING DATE:

04/16/2009

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>03/26/09 AT 10:00 AM IN ROOM EB54 LOCATED IN THE EAST BASEMENT OF BUILDING 1 (MAIN CAPITOL) ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA. A VISIT TO THE SITE WILL BE HELD IMMEDIATELY FOLLOWING THE PRE-BID MEETING. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL, IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS THURSDAY, 04/02/09 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	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  
 GSD096432

PAGE  
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

VENDOR

\*709050415      304-344-1200  
 WISEMAN CONSTRUCTION COMPANY I  
 1616 6TH AVENUE  
 CHARLESTON WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305      304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2009				

BID OPENING DATE: 04/16/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 270 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</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 KANAWHA 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 FOR THE LIFE OF THE CONTRACT.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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  
 GSD096432

PAGE  
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

VENDOR

\*709050415      304-344-1200  
 WISEMAN CONSTRUCTION COMPANY I  
 1616 6TH AVENUE  
 CHARLESTON WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305      304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/09/2009				

BID OPENING DATE: 04/16/2009      BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$1,000,000.00.</p> <p>(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL 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 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 &amp; STEEL IN PUBLIC WORKS PROJECTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ 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  
 GSD096432

PAGE  
 5

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

\*709050415 304-344-1200  
 WISEMAN CONSTRUCTION COMPANY I  
 1616 6TH AVENUE  
 CHARLESTON WV 25312

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-3517

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2009				

BID OPENING DATE: 04/16/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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
GSD096432

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RODNEY WISEMAN

\*709050415      304-344-1200  
 WISEMAN CONSTRUCTION COMPANY I  
 1616 6TH AVENUE  
  
 CHARLESTON WV 25312

SHP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305      304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2009				

BID OPENING DATE: 04/16/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
TITLE	FEIN	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  
 GSD096432

PAGE  
 7

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

VENDOR

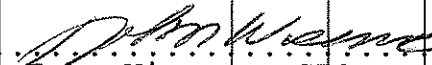
\*709050415      304-344-1200  
 WISEMAN CONSTRUCTION COMPANY I  
 1616 6TH AVENUE  
  
 CHARLESTON WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305      304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2009				

BID OPENING DATE: 04/16/2009      BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS. :						
NO. 1		3/31/09				
NO. 2		4/15/09				
NO. 3		4/16/09				
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
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.						
 John Wiseman, CEO				SIGNATURE		
Wiseman Construction Co., Inc.				COMPANY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE			DATE	
TITLE		FEIN			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
GSD096432

PAGE
8

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

VENDOR

\*709050415      304-344-1200  
 WISEMAN CONSTRUCTION COMPANY I  
 1616 6TH AVENUE  
  
 CHARLESTON WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305      304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2009				

BID OPENING DATE: 04/16/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	4/30/09					
	REV. 11/96					
	CONTRACTORS LICENSE					
	WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.					
	WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.					
	BIDDER TO COMPLETE:					
	CONTRACTORS NAME:      Wiseman Construction Co., Inc.					
	CONTRACTORS LICENSE NO.:      WV000836					
	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT					
	APPLICABLE LAW					
	THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	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
GSD096432

PAGE
9

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL 304-558-2596

RODNEY WISEMAN

\*709050415      304-344-1200  
 WISEMAN CONSTRUCTION COMPANY I  
 1616 6TH AVENUE  
  
 CHARLESTON WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305      304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2009				

BID OPENING DATE: 04/16/2009      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PROCUREMENT.  ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.  BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.  REV. 1/2005  NOTICE  A SIGNED BID MUST BE SUBMITTED TO:  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: KRISTA FERRELL-FILE 21  REQ. NO.: GSD096432						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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  
 GSD096432

PAGE  
 10

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 KRISTA FERRELL  
 304-558-2596

VENDOR

\*709050415 304-344-1200  
 WISEMAN CONSTRUCTION COMPANY I  
 1616 6TH AVENUE  
 CHARLESTON WV 25312

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 BUILDING 1  
 1900 KANAWHA BOULEVARD, EAST  
 CHARLESTON, WV  
 25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/09/2009				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE:		04/14/2009				
BID OPENING TIME:		1:30 PM				
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:				304-344-1281		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:				John Wiseman		
***** THIS IS THE END OF RFQ GSD096432 ***** TOTAL:						3,564,979.20

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	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

General Services Division  
Engineering Section

**REQUEST FOR QUOTATIONS#GSD096432**

**WEST VIRGINIA STATE OFFICE BUILDING #1 – EAST AND WEST WINGS**

Location: Building 1 – East & West Wings of Main Unit  
1900 Kanawha Boulevard, East  
Charleston, West Virginia 25305

For: State of West Virginia  
General Services Division  
1900 Kanawha Blvd; East  
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer  
Purchasing Division  
P. O. Box 50130  
Charleston, West Virginia 25305-0130  
Fax: (304) 558-4115  
[Krista.s.ferrell@wv.gov](mailto:Krista.s.ferrell@wv.gov)  
Phone: (304)558-2596

The Acquisition and Contract Administration Section of the Purchasing Division “State” for the West Virginia General Services Division is soliciting quotations to provide masonry repairs and cleaning services.

**Pre-Bid Meeting:**

A mandatory pre-bid meeting for this project is scheduled for Thursday, March 26, 2009 at 10:00 a.m., meeting in Room EB54 of the East Basement of the Main Capitol Building.

State of West Virginia  
Department of Administration

General Services Division  
Engineering Section

**Scope:**

The work consists of the Contractor following OSHA and any/all other rules, guidelines, standards and laws associated with renovation work as referenced in the project manual and the project drawings. The successful contractor shall be required keep the work area clean on a daily basis and remove associated debris from the site on a regular (minimum of twice weekly) basis. It will be the responsibility of the Contractor to furnish and provide all collection bins and dumpsters and construction chutes to complete the project.

The state office building shall remain in full operation during the course of this work. Work should be scheduled with prior coordination with the building owner to eliminate potential disruption to the other floors. The contractor shall be responsible for damage to the building or materials resulting from negligence caused during his operations.

Furnish all materials, labor, and equipment necessary to complete the work indicated in the project manual, project drawings and all related specifications. The intent of this project is to provide masonry repairs and cleaning in accordance with all project documents. Furnish any incidental work, materials, labor and equipment that are necessary to complete the project, even if such incidental work is not explicitly included in the contract documents.

This Request for Quotations also incorporates the accompanying project documents:

- 1 – Project Manual - as prepared by Swanke Hayden Connell Architects
- 2 – Project Drawings
- 3 – Bid Form.

**Definitions:**

- A. The Department of Administration, General Services Division, Room MB-60, State Capitol, Charleston, West Virginia shall be hereinafter called the "Owner".
- B. The service organization contracted by these specifications shall hereinafter be called the "Contractor".
- C. "The Contract", as herein stated, shall mean the agreement between the Owner and the Contractor to provide the services as herein specified.
- D. "Owners Representative", as herein stated, shall be defined as that person so designated by the Director of the General Services Division.
- E. "Architect/Engineer", as stated in the Contract shall refer to the General Services Division.

**Contract Period:**

State of West Virginia  
Department of Administration

General Services Division  
Engineering Section

The Contract shall be substantially completed within two-hundred seventy (270) calendar days from the issuance of the written Notice to Proceed. In accordance with the West Virginia State Code 5A-3-4(8), vendor agrees that liquidated damages shall be imposed at the rate of \$100.00 per day for failure to complete the project within the contract period. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other additional remedy to which the State or Agency may have legal cause for action including further damages against the vendor.

**Reference Requirement:**

The qualified contractor shall have at least three years experience performing such work on projects of a similar size and type. All bidders shall supply at least three references indicating their capabilities to perform such work. References shall include the name, location, ownership and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work completed.

**Payment:**

The Contractor shall submit two copies (one original and one copy) of current invoices once each month on AIA forms G702 and G703. Invoices shall be signed in blue ink. Deliver invoices to:

General Services Division  
Attn: Business Manager  
1900 Kanawha Blvd. East  
Building 1, Room MB-68  
Charleston, West Virginia 25305

Payments shall be made monthly based on the percentage of work completed. A five percent (5%) retainage will be deducted until the substantial completion of the entire contract. Progress payments shall not be made when the total value of the work performed since the last estimate amounts to less than Five Hundred (\$500.00) dollars.

**Submit the proposed invoice to the General Services Division - Projects /Business Section for approval of format prior to submission of first invoice.**

**Supplementary General Conditions:**

- I. The relationship of the Contractor to the Owner shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by the parties to this Contract. The Contractor as an independent contractor is solely liable for the acts and omissions of its employees and

State of West Virginia  
Department of Administration

General Services Division  
Engineering Section

agents. The Contractor shall be responsible for selecting, supervising and compensating any and all individuals employed pursuant to the terms of this contract. Neither the Contractor nor any employees or subcontractors of the Contractor shall be deemed to be employees of the State for any purposes whatsoever. The wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension or other deferred obligations and licensing fees, etc., and the filing of all necessary documents, forms and returns pertinent to all of the foregoing are the Contractor's responsibility. The Contractor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including but not limited to the foregoing payments, withholdings, contributions, taxes, social security taxes, and employer income tax returns. The Contractor shall not assign, convey, transfer, sub-contract, or delegate any of its responsibilities and obligations under this contract to any person, corporation, partnership association or entity without expressed written consent of the agency.

- II. Indemnification: The Contractor agrees to indemnify, defend, and hold harmless the State and the Owner, their officers, and employees from and against (1) any claims or losses for services rendered by any subcontractor, person or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or deposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; (3) Any failure of the Contractor, its officers, employees or sub-contractors to observe State and Federal laws, including but not limited to labor and wage laws.
- III. This Contract shall be governed by the laws of the State of West Virginia. The Contractor further agrees to comply with the Civil Rights Act of 1964 and all other applicable Federal, State, and local Government regulations.
- IV. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- V. The Contractor shall pay any applicable sales, use, or personal property taxes, arising out of this Contract and the transactions contemplated thereby. Any other taxes levied upon this Contract, the transaction, or the equipment, or services delivered pursuant hereto shall be borne by the Contractor. It is clearly understood that the State of West Virginia is exempt from any taxes regarding performance of the scope of work of this Contract.

State of West Virginia  
Department of Administration

General Services Division  
Engineering Section

- VI. Contractor shall be responsible for parts and materials as follows:
- A. The Contractor shall supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract.
  - B. Contractor shall furnish a warranty of twelve (12) months for labor and materials.

**Bid Bond:**

Provide a Bid Bond of five (5%) percent of the bid price submitted. Bid bonds shall be returned to unsuccessful bidders upon completion of successful bid contract or ninety days after opening of bids. 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.

**Performance / Labor & Materials Bond:**

The successful bidder shall furnish a performance bond and labor/material bond for one hundred (100%) percent of the amount of the contract prior to contract award. 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 performance bond or labor/material bond.

**Insurance:**

Contractor shall provide evidence to the Owner of adequate coverage for Public Liability and Property Damage Insurance (minimum \$1,000,000) to protect the Owner from any claim of damage, which might arise from any accident or carelessness during the life of this contract. Insurance limits shall meet insurance requirements for state projects, available from the WV Purchasing Division. All employees engaged in work under this contract shall be covered by West Virginia Worker's Compensation Insurance.

**Wage Rates:**

All employees engaged in the work of this contract shall be paid at least the minimum wage scales for the various trade classifications as established by the State Commissioner of Labor for the county where the work is being performed. All employees will be shown a copy of the wage scale for this particular area and a copy will be posted in a conspicuous place on the jobsite.

**Submittals:**



State of West Virginia  
Department of Administration

General Services Division  
Engineering Section

All submittals for this project shall be submitted to Swanke Hayden Connell Architects, 295 Lafayette Street, New York, New York 10012 and reviewed and approved by the General Services Division's Engineering Section Manager or his designee.

**Project Closeout:**

1. Closeout documents shall be submitted in bound format prior to final application payment.
2. Final cleanup shall be completed prior to final acceptance.
3. Submit As-Built Drawings and record documents.
4. Submit records of quality assurance testing.
5. Submit "Affidavit of Payment of Debts and Claims."

**Final Inspection:**

The Final Inspection will be conducted by an Architect / Engineer from the General Services Division, Engineering Section or authorized designee in conjunction with a representative from Swanke Hayden Connell Architects.

Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents prior to final acceptance. Final Acceptance does not waive or release Contractor to conform with the Contract Documents.

The date of Substantial Completion shall be determined by the Architect/Engineer conducting the final inspection based on all work being complete for final acceptance or substantially complete to permit beneficial use by the Owner. Final payment shall not be made until all work is finally accepted.

**Award Criteria:**

The State will award this Contract to the contractor with the lowest overall project bid.

**Limits of Work**

Work areas will be limited to the East and West Wings of Building One, the Main Capitol Building.

Owner and Agency office spaces shall remain in use during this contract.

State of West Virginia  
Department of Administration

General Services Division  
Engineering Section

### **Use of Facilities**

Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Coordinate the location of service connections or use of receptacle with the building manager to avoid overloading existing circuits.

### **Contractor Schedule:**

Include delivery dates of major materials and scheduled dates for pick up of waste collection units. Coordinate time periods when ground level material storage will be required. The schedule shall be reviewed and approved by the Owner prior to commencement of the work. Coordinate the schedule around Owner's work requirements.

### **Waste Removal**

Contractor to make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a regular basis (minimum twice weekly).

### **Contractor Security Badges**

Building One is a secure facility. All Contractor personnel must present contractor photo ID badges prior to entering the building. Photo ID badges can be obtained from the General Services Division in the Main Capitol Complex. Contractor employees will be subject to a security check as part of issuance. Contractor shall return all issued photo ID badges at completion of the work.

All Contractor personnel on-site must sign in and out of the building at the building's main entrance on a daily basis.

### **Work Restrictions:**

Work shall be performed during normal business working hours of 7:00 am to 7:00 pm, Monday through Friday, except recognized State and Federal holidays.

Non-smoking building: Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.

### **Parking**

No parking is available on the site. The Contractor is responsible for providing all off-site

State of West Virginia  
Department of Administration

General Services Division  
Engineering Section

parking required for the project. This includes parking for refuse dumpsters required for the project.

**Building Access**

The building is available from 7:00 am to 7:00 pm. Extended work hours may be acceptable if approved by the Owner. This building is a secure location. Access to the building shall be coordinated with the Owner. Contractor's personnel shall use the front entrance when entering or leaving the building. Contractor shall not leave open doors unattended and shall lock doors when not in use.

**Codes:**

All work is to be performed in compliance with applicable Federal and State codes including but not limited to the International Building Code, International Mechanical Code, Life Safety Code, NEC, OSHA, UL, ANSI, ASME and related asbestos abatement / handling codes and standards.

**Workmanship:**

Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable.

State of West Virginia  
Department of Administration

General Services Division  
Engineering Section

References:

Reference Name: Karl Hamm  
Position: Pres. General Mgr., Federal Coal  
Address: 601 6th Ave. St. Albans, WV 25177  
Telephone Number: 304-722-9323  
Project Name: Ayash Sports Center  
Project Description: New Construction

Reference Name: Scott Segal  
Position: Owner, Segal Law Firm  
Address: 230 Quarry Ridge East, Chas., WV 25304  
Telephone Number: 304-344-9100  
Project Name: Segal/Davis Residence  
Project Description: New Construction

Reference Name: Elizabeth Moss  
Position: Architect  
Address: 295 Lafayette St., New York, NY 10012  
Telephone Number: 212-219-6691  
Project Name: State of WV Capitol Dome Restoration  
Project Description: DRestoration of Exterior Capitol Dome

WEST VIRGINIA STATE CAPITOL  
 FAÇADE CLEANING & REPAIR PROJECT – EAST AND WEST BUILDINGS  
 SHCA PROJECT #: 5827.D

**SECTION 00100 – INSTRUCTIONS TO BIDDERS**

**1.1 SUMMARY**

- A. The State of West Virginia, hereinafter called the “Owner” invites bids on the forms included. All blanks must be appropriately filled in. Bids will be received at the same time and place set forth in the Request for Quotations.
- B. Definitions:
1. Bidding Documents include the following:
    - a. Bidding Requirements: Invitation to Bid, Instructions to Bidders, the Bid Form, and other sample bidding and contract forms.
    - b. Contract Documents: The form of Agreements between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
  2. A Bidder is a person or entity who submits a Bid.
  3. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the work.

**1.2 BIDDING DOCUMENTS**

- A. Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the invitation to Bid for the sum stated therein.
- B. Bidding Documents will not be issued directly to Sub-bidders or others unless specifically offered in the invitation to Bid. All interested parties may refer to documents on the file at a location as identified in the Invitation to Bid.
- C. Bidders should use complete sets of Bidding Documents in preparing Bids: neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. Addenda: Addenda will be posted on the West Virginia Purchasing Bulletin Website. Copies of Addenda will also be faxed to registered vendors, registered plan holders and persons attending the pre-bid meeting. Copies of Addenda will also be made available wherever Bidding Documents are on file for inspection.

**1.3 BIDDER’S REPRESENTATIONS**

- A. By submitting a Bid, the Bidder represents that:
1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the Bidding Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.

WEST VIRGINIA STATE CAPITOL  
 FAÇADE CLEANING & REPAIR PROJECT – EAST AND WEST BUILDINGS  
 SHCA PROJECT #: 5827.D

2. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed.
  3. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
  4. The Bidder and all workers employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the Bidding Documents.
  5. The Bid is based solely upon the Bidding Documents, including properly issued written addenda, and not upon any other written representation.
  6. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representatives from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the Bid figure.
- B. If any Bidder is in doubt as to the true meaning of any part of the Bidding Documents, the Bidder may submit to the Senior Buyer a written request for an interpretation thereof, prior to the date for Submission of Questions noted in the Request of Quotations. An interpretation of Bidder's request will be made only by addenda. Questions regarding the bidding process may be addressed to the Senior Buyer at any time, in either oral or written format. All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer  
 Purchasing Division  
 P.O. Box 50130  
 Charleston, West Virginia 25305-0130  
 Tel: (304) 558-2596  
 Fax: (304) 558-4115  
[Krista.s.ferrell@wv.gov](mailto:Krista.s.ferrell@wv.gov)

#### 1.4 BIDDING PROCEDURES

- A. The Owner invites the bids as stipulated in the bidding documents and as prescribed in the bid forms. No alternate proposals except those stated on the bid forms will be accepted. Conditional bids will not be accepted.
- B. Bid shall be made on forms, identical to the form included with the Bidding Documents.
- C. All blanks on the bid form shall be filled in by typewriter or manually in ink.
- D. Where so indicated on the bid form, sums shall be expressed in both words and figures. In case of discrepancy between the two, the amount written words shall govern.
- E. All erasures, interpolations and other physical changes in the bid form shall be signed or initiated by the bidder. Bids containing any conditions, commissions, erasures, alterations or items not called for in the Bid Form, or irregularities of any kind may be rejected by the Owner as being incomplete or irregular.
- F. Bids should give the business address of the Bidder and shall be signed by authorized representatives with his or her usual signature. Bids by partnerships should be signed with

WEST VIRGINIA STATE CAPITOL  
 FAÇADE CLEANING & REPAIR PROJECT – EAST AND WEST BUILDINGS  
 SHCA PROJECT #: 5827.D

the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations should be signed with the name of the corporation followed by the signature and designation of the president, secretary or other person authorized to act in the matter. The names of all persons signing should also be typed or printed below the signature.

### 1.5 SUBSTITUTIONS

- A. Requests for approval of substitutions must be received by the Purchasing Division by the date for receipt of technical questions in the Request for Quotations, in a written format.
- B. Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufactures, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when submitted with a completed "Request for Substitution (Prior to Bid)" form. Substitution requests must be accompanied by manufacturer's original product data information. Reproduced copies of manufacturer's product data will not be permitted and will be rejected. Burden of proof of merit of requested substitution is upon submitter; modifications of provisions of the Request for Substitution Form shall be stated on Contractor's letterhead and attached with request form and other attachments.
- C. Approved requests will be set fourth Addenda issued in accordance with these instructions to Bidders. All items allowed by Addenda are subject to full provisions of original Bidding Documents, including all modifications thereto and shall be warranted as substitutions conforming with the Bidding Documents.

### 1.6 LIST OF PROPOSED SUBCONTRACTOR AND EQUIPMENT/MATERIAL SUPPLIERS

- A. The successful Bidder shall submit a listing of all proposed subcontractors and all proposed major equipment/material suppliers, along with the contractor's license for each subcontractor as required by the WV State Code, for each major branch of work.
  - 1. The successful Bidder shall provide this listing within five (5) days of request by the Owner or the State Purchasing Division. The list may be included with the submitted Bid.
  - 2. Only one subcontractor or equipment/material supplier may be listed for each area of work.
- B. In addition, the successful bidder, thereafter known as the Contractor, maybe requested within ten (10) calendar days after award of contract to furnish to the Owner or Architect a more detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof.
- C. Each Bidder shall establish the reliability and responsibility of all proposed subcontractors and equipment/material suppliers being proposed, to perform the work, and verify availability of proposed subcontractors.

### 1.7 BID SECURITY

WEST VIRGINIA STATE CAPITOL  
 FAÇADE CLEANING & REPAIR PROJECT – EAST AND WEST BUILDINGS  
 SHCA PROJECT #: 5827.D

- A. Each Bid shall be accompanied by a bid bond payable to the Owner for five percent (5%) of the total Bid issued by an A.M. Best, A- or better rated surety company listed on the most current Federal Register, Circular 570, and authorized to do business in the state of the proposed project. Should the Bidder refuse to enter into a contract with the Owner on the terms stated in the Bidding Documents or fail to furnish bonds covering faithful performance of the Contract and all obligations arising thereunder, the full amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- B. 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. Personal or business checks are not acceptable in lieu of Bonds.

### 1.8 PERFORMANCE BOND AND PAYMENT BOND

- A. Prior to award of Contract, the Successful Bidder shall pay for, execute and deliver to the State Purchasing Division, a corporate surety Performance and Labor and Material Payment Bond on the State of West Virginia bonds forms bound herein, to be executed by an A.M. Best, A- or better rated surety company listed on the most current Federal Register, Circular 570, and which is authorized to do business in the State of West Virginia, and which is satisfactory to and approved by the Owner in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising thereunder.
  - 1. The Labor and Material Payment Bond shall be made in the sum of one hundred percent (100%) of the Contract Sum.
  - 2. All contractors and subcontractors performing work must be covered by a performance bond and must be included on the list of subcontractors submitted to the Owner.
  - 3. The cost of the bond shall be included in the Bid.
  - 4. The Owner will not accept responsibility for direct payments to subcontractors performing work on projects by way of consignment.

### 1.9 CONSIDERATION OF BIDS

- A. It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities or irregularities in a Bid received.
- B. The Owner shall have the right to reject any or all Bids, reject a Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular.
- C. The Owner shall have the right to accept Alternates in any combination and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

### 1.10 TIME SCHEDULE AND LIQUIDATED DAMAGES



WEST VIRGINIA STATE CAPITOL  
 FAÇADE CLEANING & REPAIR PROJECT – EAST AND WEST BUILDINGS  
 SHCA PROJECT #: 5827.D

- A. The Work shall begin no later than seven (7) days after the Owner's issuance of written Notice to Proceed, and shall be completed within 270 calendar days from the Notice to Proceed.
- B. The time set for completion shall apply to all trades and branches of the work whether the items of work are performed by the Contractor or by any subcontractor.
- C. The Bidder shall note that the Bid Form includes a provision for liquidated damages for delays beyond the stipulated date of Completion.

### 1.11 CONTRACTOR'S LICENSING

- A. Bidders and their proposed subcontractors shall be licensed in compliance with WV State Code.
- B. Each Subcontractor shall register with WV Tax Department (304) 558-2500, WV Employment Security (304) 558-2524, WV Workers Compensation (304) 558-2580, Secretary of State (304) 558-4000 and WV Department of Labor (304) 558-7890. All companies must be registered with each of these agencies before their Contractors License to work in West Virginia can be issued.
- C. For further information regarding Contractors Licensing contact: West Virginia Division of Labor, Capital Complex, Building 3, Room 319, Charleston, West Virginia 25305; Phone (304) 558-7890.

### 1.12 WAGE RATES

- A. In any work resulting from this Bid, the Prime Contractor and Subcontractors shall pay the local prevailing fair minimum wage rates for the applicable trades or occupations, in accordance with Chapter 21 of the West Virginia Code.
- B. Each Bidder shall be responsible for obtaining a current and correct schedule of the prevailing wage rates, as determined by the WV Department of Labor for the resident county of the Project.
  - 1. Bidders may obtain wage rates at:  
[www.wvsos.com/adjaw/wagerates/buildings03.htm](http://www.wvsos.com/adjaw/wagerates/buildings03.htm)  
 or contact the office of the WV Secretary of State (304) 558-6000.
- C. Bidders are reminded that subject to the provisions of Chapter 21-5A of the West Virginia Code, a legible statement of all fair minimum wage rates to be paid the various classes of workers employed, shall be posted in a prominent place at the project site by each Contractor and Subcontractor.

### 1.13 AWARD OF CONTRACT

- A. It is the intent of the Owner to award a Contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements to the Bidding Documents

WEST VIRGINIA STATE CAPITOL  
FAÇADE CLEANING & REPAIR PROJECT – EAST AND WEST BUILDINGS  
SHCA PROJECT #: 5827.D

and does not exceed the funds available. The Owner shall have the right to waive any informality or irregularity in any Bid or Bids received.

- B. The Bidder will note that Bids consist of the Base Bid and may also include several related add or deduct Alternate items, all comprising items that will form the contract as a whole. The Owner may award the contract on the basis of the Base Bid alone, or if and when conditions warrant, accept such alternates appearing on the proposal, thereby reducing or increasing the amount of the Base Bid to form the Contract amount.

**END OF DOCUMENT 00100**



WEST VIRGINIA STATE CAPITOL  
 MASONRY CLEANING & REPAIR PROJECT - EAST AND WEST BUILDINGS  
 SHCA PROJECT #: 5827.D

ALTERNATES

The stated Base Bid is subject to the following addition for Alternates, which the Owner may select. Alternates shall comply with requirements of Section 01030 of the specifications.

ALTERNATE #1: Plumbing and Drainage at the Four Terrazzo Balconies (Main Building and East/West)

ADD: Two Hundred Fifty Thousand Dollars Dollars (\$ 250,000.00)  
 and no cents

The undersigned stipulates hereby that this Bid will remain valid for ninety (90) days from the above submission date or any postponement therefrom.

UNIT PRICE

ID	DESCRIPTION	UNIT	PRICE
---	Masonry Cleaning (With JOS Quintex Micro-Abrasive and Selected Biocide)	SF	2.15
---	Prep and Paint Concealed Structural Steel	SF	1.50
BR 03a	Brick Restitching @ Behind Parapet Wall, West Building	SF	60.00
BR 03a	Brick Restitching at Window #5001, East Building	SF	60.00
-----	New Limestone Sill (6 LF) and Flashing, Window #5001	EA	1,500.00
-----	Scrape and Paint exposed Steel lintel, Window #5001	EA	150.00
ST (LI) 01a	Limestone Crack Repair	LF	65.00
ST (LI) 01b	Limestone Crack Repair with Helical Ties	LF	130.00
ST (LI) 01c	Limestone Lintel Repair – Crosspinning	LF	190.00
----	Remove and Replace Steel Window Heads, associated with detail ST (LI) 01c	EA	1,200.00
ST (LI) 01d	Limestone Repair – Lift and Pin Keystone, 1 <sup>st</sup> Floor	EA	1,000.00
ST (LI) 01e	Limestone Pilaster Reinforcing	EA	4,500.00
ST (LI) 02a	Limestone Spall Repair	SF	90.00
ST (LI) 02b	Limestone Spall Repair with Pins	SF	150.00
ST (LI) 03	Limestone Dutchman	SF	400.00
ST (LI) 04b	New Limestone Unit @ Lintel	EA	650.00
ST (LI) 05	Reset Limestone Parapet Coping at Balcony	EA	5,000.00

WEST VIRGINIA STATE CAPITOL  
 MASONRY CLEANING & REPAIR PROJECT - EAST AND WEST BUILDINGS  
 SHCA PROJECT #: 5827.D

PO 02	Limestone Repointing	LF	9.50
SE 01	Sealant @ Window Perimeter	LF	3.20
SE 02	Lead Joint Caps at horizontal masonry joints	LF	30.00
SE 03	Sealant Installation @ Limestone Vertical Corner Crack	LF	3.80
PR 01	Bird Netting at Underside of Porticos/Balconies & Columns	SF	8.00
TZ 01	New Terrazzo Floor at East, West & Main Building Balconies	EA	70,299.00
---	Removal and Reinstallation of concrete substrate below the terrazzo flooring at the exterior balconies.	CF	14.00
---	Rehabilitate Double-Hung Steel Windows (Types K-V), including temporary protection of opening	EA	3,200.00
---	Rehabilitate Casement Window (Type W), including temporary protection of opening	EA	3,900.00
---	Rehabilitate Casement Window (Type X), including temporary protection of opening	EA	3,900.00
---	Rehabilitate Casement Window (Type Y), including temporary protection of opening	EA	3,900.00
---	Rehabilitate Casement Window (Type Z), including temporary protection of opening	EA	3,600.00
---	Rehabilitate Casement Window (Type AA), including temporary protection of opening	EA	3,600.00
---	Rehabilitate Transom Windows Above Entrances, including temporary protection of opening	EA	.600.00
---	Rehabilitate Sconces, including Fabrication of all Missing Elements	EA	2,702.00
---	Fabricate New Hanging Sconce Fixtures to match finish and materials of recently restored sconces at the north elevation of the Main Building	EA	15,730.00
---	Restore ADA Wood Doors, including Existing Hardware and new replacement hardware	EA	3,310.00
---	Restore Wood Doors, including Existing Hardware and new replacement hardware	EA	3,310.00
---	Restore Cast Iron Grilles, including finish and attachment	EA	2,300.00
---	Refinish Bronze Grilles @ Entrance Vestibule	EA	800.00
---	Pipe Scaffolding at Elevations from Ground Level	SF	6.00
---	Hanging Scaffold Drop	EA	1,520.00

BID FORM  
 SWANKE HAYDEN CONNELL ARCHITECTS  
 NOVEMBER 11, 2008 (ADDENDUM #3: APRIL 16, 2009)

00400 - 3  
 ISSUE FOR BID

WEST VIRGINIA STATE CAPITOL  
MASONRY CLEANING & REPAIR PROJECT - EAST AND WEST BUILDINGS  
SHCA PROJECT #: 5827.D

**TOTAL BID BREAKDOWN (Including Overhead and Profit)**

SECTION	DESCRIPTION	COST
	Scaffolding / Rigging / Mobilization	\$ 200,000.00
02070	Removal Work, Selective Demolition and Protection	\$ 2,156.00
02222	Protection, Salvage and Removal of Historic Elements	\$ 10,000.00
04100	Mortar and Repointing	\$ 619,904.20
04520	Stone Restoration	\$ 157,800.00
04902	Masonry Cleaning	\$ 254,560.00
05120	Structural Steel	\$ 1,200.00
05910	Treatment of Historic Ornamental Metal	\$ 14,400.00
07920	Joint Sealant	\$ 36,912.00
08150	Wood Door and Trim Restoration	\$ 37,900.00
08510	Steel Window and Cast Iron Grille Restoration	\$ 1,342,100.00
08880	Glazing	# 100.00
09401	Portland Cement Terrazzo Flooring	\$ 281,196.00
09890	Coating Removal	\$ 100.00
09900	Painting	\$ 180.00
10296	Bird Deterrent Netting	\$ 16,000.00
	Lighting Fixtures and Lamps	\$ 105,188.00
	General Conditions/Requirements	\$ 110,200.00
	Building Department Permits, Etc.	\$ 124,983.00
	Insurance	\$ 100.00
	Allowances	250,000.00
<b>TOTAL</b>		<b>\$ 3,564,979.20</b>

BID FORM  
SWANKE HAYDEN CONNELL ARCHITECTS  
NOVEMBER 11, 2008 (ADDENDUM #3: APRIL 16, 2009)

00400 - 4  
ISSUE FOR BID

WEST VIRGINIA STATE CAPITOL  
 MASONRY CLEANING & REPAIR PROJECT - EAST AND WEST BUILDINGS  
 SHCA PROJECT #: 5827.D

REJECTION OF BID

The undersigned acknowledges the Owner's right to reject bids, to reject subcontractors or firms, and to waive informalities in the bidding.

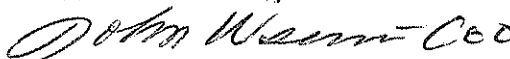
LIQUIDATED DAMAGES

Liquidated damages will be assigned at the rate of \$500.00 per day for every calendar day, beyond the time period stated herein, that the work of this contract remains incomplete.

NOTICE OF ACCEPTANCE

The undersigned designates the person and office, to which Notice of Acceptance may be mailed, telegraphed or delivered:

Respectfully submitted,



BY  
 (Signature)

John Wiseman, CEO

FIRM Wiseman Construction Co., Inc.  
 1616 6th Avenue  
 ADDRESS Charleston, WV 25312

DATED: April 30, 2009 Incorporated under the laws of the  
 State of West Virginia

NOTE: Type under signature the name and title of signing officer. If Bidder is a corporation, write State of Incorporation under firm address, and if a partnership, give full name of parties.

DIRECTIONS FOR MAILING BIDS

Envelope containing Bid should be sealed, marked and addressed as follows:

ADDRESS:

State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130  
 Attn: Krista Ferrell, Senior Buyer

TIME OF RECEIPT

Date

Time

BID FORM  
 SWANKE HAYDEN CONNELL ARCHITECTS  
 NOVEMBER 11, 2008 (ADDENDUM #3: APRIL 16, 2009)

00400 - 5  
 ISSUE FOR BID

WEST VIRGINIA STATE CAPITOL  
 MASONRY CLEANING & REPAIR PROJECT - EAST AND WEST BUILDINGS  
 SHCA PROJECT #: 5827.D

**PROPOSED SUBCONTRACTOR FORM**

PROJECT MASONRY CLEANING & REPAIR PROJECT  
 WEST VIRGINIA STATE CAPITOL  
 CHARLESTON, WEST VIRGINIA

SUBCONTRACTOR LIST

01510	-	Enclosed Scaffold System	<u>Atlas Scaffold</u>
02070	-	Removal Work, Selective Demolition and Protection	<u>Wiseman Construction Co.</u>
02222	-	Protection, Salvage and Removal of Historic Elements	<u>Wiseman Construction Co.</u>
04100	-	Mortar and Repointing	<u>Wiseman Construction Co.</u>
04520	-	Stone Restoration	<u>Wiseman Construction Co.</u>
04902	-	Masonry Cleaning	<u>Wiseman Construction Co.</u>
05100	-	Structural Steel	<u>Wiseman Construction Co.</u>
05910	-	Treatment of Historic Ornamental Metal	<u>Wiseman Construction Co.</u>
07920	-	Joint Sealants	<u>Wiseman Construction Co.</u>
08150	-	Architectural Wood Door and Trim Restoration	<u>Wiseman Construction Co.</u>
08510	-	Steel Window and Cast Iron Grille Restoration	<u>Wiseman Construction Co.</u>
08880	-	Glazing	<u>Wiseman Construction Co.</u>
09401	-	Portland Cement Terrazzo Flooring	<u>ISPN</u>
09890	-	Coating Removal	<u>Wiseman Construction Co.</u>
09900	-	Painting	<u>Wiseman Construction Co.</u>
10296	-	Bird Deterrent Netting	<u>Wiseman Construction Co.</u>
-----	-	Lighting and Lamps	<u>Klemm Reflector</u>



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wiseman Construction Company, Inc.  
of 1616 6th Ave., Charleston, WV 25312, as Principal, and Travelers Casualty and Surety Company  
of America of 1 Tower Sq., 5PB Hartford, CT, a corporation organized and existing under the laws of the State of Connecticut  
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of the total 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  
**GSD096432: Exterior Cleaning, Masonry Repairs**  
**Kanawha County**

**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  
30th day of April, 2009.

Principal Corporate Seal

Wiseman Construction Company, Inc.

(Name of Principal)

By 

(Must be President or  
Vice President)

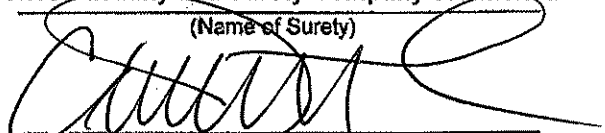
E-C-O

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)



Attorney-in-Fact

**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

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218346

Certificate No. 002824675

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. David Thomas, Richard L. Higginbotham, Bunnie Marie Perrine, Jeffery O'Dell, and Robin Hubbard-Sherrod

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory 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, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of February, 2009

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 11th day of February, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company 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 in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of April, 2009

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

I, John Wiseman, after being first duly sworn, depose and state as follows:

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

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

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

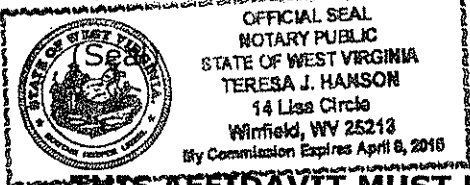
Wiseman Construction Co., Inc.  
(Company Name)

By: *John Wiseman*  
John Wiseman  
Title: CEO

Date: 4/30/09

Taken, subscribed and sworn to before me this 30th day of April 2009.

By Commission expires 4/8/18



*Teresa J. Hanson*  
(Notary Public)

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

STATE 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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Wiseman Construction Co., Inc.

Authorized Signature:  Date: 4/30/09

*Purchasing Affidavit (Revised 01/01/09)* John Wiseman, CEO