

FAX COVER

ORANGE

CONSTRUCTION

CORPORATION

FACSIMILE TRANSMITTAL SHEET

TO: *Frank Whittaker* FROM: Orange Construction Corporation  
COMPANY: *WV Purchasing Division* DATE: *10-26-10*  
FAX NUMBER: *558-3970* TOTAL NO. OF PAGES INCLUDING COVER:  
PHONE NUMBER: SENDER'S REFERENCE NUMBER:  
RE: YOUR REFERENCE NUMBER:

- URGENT  FOR REVIEW  PLEASE COMMENT  PLEASE REPLY  PLEASE RECYCLE

NOTES/COMMENTS:

RECEIVED  
200 OCT 26 A 8:52  
REGISTRARS DIVISION  
STATE OF WV

170 Old Cheat Road Morgantown, WV 26508 Office: 304-291-6765 Fax: 304-291-6975

orangeconstr@aol.com



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  
**RMA11007**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO (MENTION OFFICE)  
**FRANK WHITTAKER**  
**304-558-2316**

PROPERTY

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*Orange Construction Corp*  
*170 Old Chest Rd*  
*Moigtown, WV 26508*

PROPERTY

**WV STATE RAIL AUTHORITY**  
**(DBA) SOUTH BRANCH VALLEY**  
**RAILROAD**  
**120 WATER PLANT DRIVE**  
**MOOREFIELD, WV**  
**26836**                      **304-538-2305**

DATE PRINTED <b>09/01/2010</b>	TERMS OF SALE	SHIP VIA	FOB	WEIGHT TERMS
BID OPENING DATE: <b>10/13/2010</b>	BID OPENING TIME <b>01:30PM</b>			

LINE	QUANTITY	UNIT	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		988-15		66110. <sup>00</sup>
<p><b>REPLACEMENT OF FENCE &amp; CLEANING OF A DRAINAGE DITCH</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA STATE RAIL AUTHORITY, IS SOLICITING BIDS FOR THE REPLACEMENT OF APPROXIMATELY 4,400 FEET OF FENCE AND AND THE CLEANING OF APPROXIMATELY 2,500 FEET OF DITCH PER THE ATTACHED SPECIFICATIONS.</p> <p><b>MANDATORY PRE-BID</b>            A MANDATORY PRE-BID WILL BE HELD ON 09/21/2010 AT 10:00 AM AT THE ELKINS DEPOT IN ELKINS WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *David J. Best*      TELEPHONE: **304 291 6765**      DATE: **10/25/10**

TITLE: *Proc*      PIN: **55 076 7161**      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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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 disqualification: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-8.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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**Request for  
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RFQ NUMBER  
**RMA11007**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO  
**FRANK WHITTAKER  
 304-558-2316**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

**WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
 RAILROAD  
 120 WATER PLANT DRIVE  
 MOOREFIELD, WV  
 26836 304-538-2305**

DATE PRINTED <b>09/01/2010</b>	TERMS OF SALE	EXPIRY	FOY	FREIGHT TERMS
BID OPENING DATE: <b>10/13/2010</b>	BID OPENING TIME <b>01:30PM</b>			

LINE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115 DEADLINE FOR TECHNICAL QUESTIONS IS 09/24/2010 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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 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 COMPLETED BY DECEMBER 31, 2010 UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE

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 Department of Administration  
 Purchasing Division  
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# Request for Quotation

REG NUMBER  
**RMA11007**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO OR LOCATION OF  
**FRANK WHITTAKER  
 304-558-2316**

RFQ COPY  
 TYPE NAME/ADDRESS HERE

**WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
 RAILROAD  
 120 WATER PLANT DRIVE  
 MOOREFIELD, WV  
 26836 304-538-2305**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOIL	FREIGHT TERMS
09/01/2010				

BID OPENING DATE: **10/13/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	UNIT PRICE	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>CANCELLATION:</b> 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><b>WAGE RATES:</b> THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR RANDOLPH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT).</p> <p><b>ARBITRATION:</b> 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><b>WORKERS' COMPENSATION:</b> 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><input checked="" type="checkbox"/> <b>INSURANCE:</b> 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><input type="checkbox"/> <b>BUILDERS RISK INSURANCE:</b> 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><input checked="" type="checkbox"/> <b>BONDS:</b> FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF</p>						

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 Purchasing Division  
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 Charleston, WV 25305-0130

### Request for Quotation

RFQ NUMBER	RMA11007
PAGE	4

ADDRESS CORRESPONDENCE TO (IF DIFFERENT FROM ABOVE)
FRANK WHITTAKER 304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE

WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
 RAILROAD  
 120 WATER PLANT DRIVE  
 MOOREFIELD, WV  
 26836 304-538-2305

DATE PRINTED	TERMS OR PAID	SHIP VIA	JOB	FREIGHT TERMS
09/01/2010				
BID OPENING DATE: 10/13/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	UNIT PRICE	AMOUNT
<p>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> <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</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
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**Request for  
 Quotation**

RMA11007

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ADDRESS FOR CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE

WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
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DATE PRINTED	FORM NO. PAGE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/01/2010				
BID OPENING DATE: 10/13/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &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>						

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TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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### Request for Quotation

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**RMA11007**

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ADDRESS (COPY TO POWDERMILL OFFICE)  
**FRANK WHITTAKER**  
**304-558-2316**

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

BUYER

**WV STATE RAIL AUTHORITY**  
**(DBA) SOUTH BRANCH VALLEY**  
**RAILROAD**  
**120 WATER PLANT DRIVE**  
**MOOREFIELD, WV**  
**26836 304-538-2305**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/01/2010				

BID OPENING DATE: **10/13/2010** BID OPENING TIME **01:30PM**

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

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ADDER'S CORRESPONDENCE OR VERSION NO.  
**FRANK WHITTAKER  
 304-558-2316**

RFQ COPY

RFQ COPY

TYPE NAME/ADDRESS HERE

*ORANGE CONSTRUCTION Corp  
 176 Old Chest Rd  
 Morgantown, WV 26508*

RFQ COPY

**WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
 RAILROAD  
 120 WATER PLANT DRIVE  
 MOOREFIELD, WV  
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NO. 1			10/08/10			
NO. 2						
NO. 3						
NO. 4						
NO. 5						

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

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.

*David B. Blythe* ..... SIGNATURE  
*Orange Construction Corp.* ..... COMPANY  
*10/25/10* ..... DATE

REV. 11/96

**CONTRACTORS LICENSE**

WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *David Blythe* TELEPHONE *304 291 6765* DATE *10/25/10*

TITLE *Per.* PERM *SS 076 7161* ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Purchasing Division  
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 Charleston, WV 25305-0130

### Request for Quotation

RFQ NUMBER	RFQ DATE
RMA11007	8

ADDRESS FOR CORRESPONDENCE (AWARD ONLY)
FRANK WHITTAKER 304-558-2316

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
*ORANGE CONSTRUCTION Corp.*  
*170 Old Cherry Rd*  
*Moynihanown, WV 26508*

WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
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BID OPENING DATE: 10/13/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOM	UNIT PRICE	AMOUNT
<p>LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Orange Construction Corporation</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV 029979</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Manuel Ayto</i>	TELEPHONE <i>304 291-6765</i>	DATE <i>10/25/10</i>	
TITLE <i>Per</i>	FAX <i>65 076 7161</i>	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  
**RMA11007**

PAGE  
**9**

ADDRESS CORRESPONDENCE TO PARTITION OF  
**FRANK WHITTAKER**  
**304-538-2316**

RFQ COPY

TYPE NAME/ADDRESS HERE  
*Dravage Construction Corp*  
*170 Old Chest Rd*  
*Moynihan Town, WV 26508*

RFQ COPY

WV STATE RAIL AUTHORITY  
 (DBA) SOUTH BRANCH VALLEY  
 RAILROAD  
 120 WATER PLANT DRIVE  
 MOOREFIELD, WV  
 26836 304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/01/2010				

BID OPENING DATE: **10/13/2010** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	UNIT PRICE	AMOUNT
<p>WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <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: 44</p> <p>REQ. NO.: RMA11007</p> <p>BID OPENING DATE: 10/13/2010</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:</p> <p style="text-align: center;">----- <i>304 291 6975</i> -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p>				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Harold Bayle* TELEPHONE: *304-291-6265* DATE: *10/25/10*

TITLE: *Proc* FAX: *55-076-7161* ADDRESS CHANGES TO BE NOTED ABOVE

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

## REQUEST FOR QUOTE

The West Virginia Purchasing Division, for the West Virginia State Rail Authority (SRA), is soliciting bids for the replacement of approximately 4,400 feet of fence and the cleaning of a drainage ditch.

### DESCRIPTION OF WORK

The section of railroad right of way is located west of Elkins, West Virginia. The railroad right of way passes through the Schmidlen farm. The existing fence line is filled with brush and in some areas small to moderate sized trees. As required by the original deed the owner of the railroad is responsible for fencing the property between the right of way and the landowner. The railroad is also responsible for drainage.

### CONDUCT OF WORK

Contractor shall remove all brush and trees necessary for the replacement of the existing fence. Disposal of material is at the discretion of the contractor. Material may not be disposed of on an adjacent landowner without permission of the landowner. Obtaining permission to dispose of material on adjacent landowners is solely the responsibility of the contractor. All material must be completely removed from the railroad property.

The contractor shall dispose of the original fencing at its sole discretion. No fencing material is to be left on railroad property.

If the contractor wants to work from or haul materials to the site using the railroad, they must obtain permission from the Durbin & Greenbrier Valley Railroad. Contractor shall adhere to all rules, regulations and laws applicable to Track Worker safety. Additionally the contractor shall adhere to the Durbin and Greenbrier Valley Railroad (DGVR) Book of Rules. Any employee of the contractor that will be on the track must attend a ½ day class on track safety and track access. The DGVR contact person to obtain permission for track access, if needed, is Mark Smith, 304-642-3050.

### FENCE

The fence will contain four strands of barbed wire. Fencing should be installed and spaced according to the manufacturer's instructions.(see attached drawing)

Use spacing specifications for 4 strand barbed wire with two stays..

New fence is to be installed in the same location as the old fence that is being removed.

Site will be left free of all unused materials, trash, and debris at completion of project.

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The fence must attach to and be compatible with the existing gates.

#### DITCHING

Approximately 2,500 feet of ditch is situated along the railroad right of way. Contractor will clean the ditch, remove all trees, brush and other materials in order to insure adequate flow away from the farmer's field.

All material must be removed from the railroad right of way.

#### MATERIAL

See attached diagram for description and sizes of materials. 4 strand barbed wire will be the diagram used.

Barbed wire - 15 ½ gauge high-tension

Line - Wood

Corners or Gate - Steel

Stays - Wire

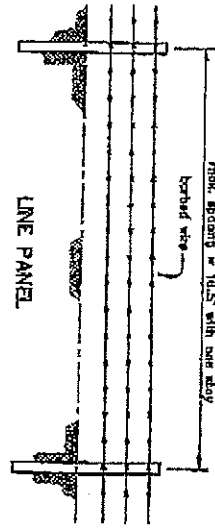
#### COMPLETION DATE

The completion date for this project is December 31, 2010. The cost to the SBVR for the administration of the contract as well as train delays that will be incurred after that date make it necessary for the agency to assess liquidated damages against the contractor for each calendar day any work remains uncompleted after that date. The charge will be \$500.00 per day.

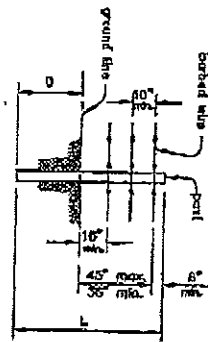
#### BID REQUIREMENTS

Interested bidders must attend a mandatory prebid meeting to be held on September 21, 2010 at 10:00 am at the Elkins Depot in Elkins, WV. This meeting will include an inspection trip to the view the existing fence. Questions prior to the prebid inspection must be submitted in writing and will be addressed at the meeting. Please e-mail any questions to Frank Whittaker at [Frank.m.whittaker@wv.gov](mailto:Frank.m.whittaker@wv.gov). ALL questions prior to the prebid inspection and all questions after the prebid inspection are to go to Frank Whittaker at the Purchasing Division. Other than questions addressed the day of the prebid meeting, contractors are not to contact the State Rail Authority directly.

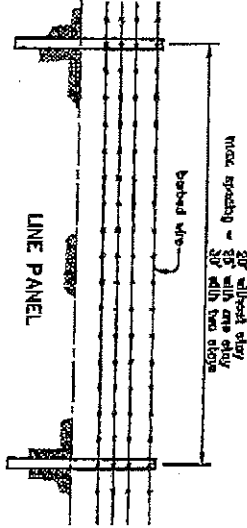
Bid must be one lump sum including all associated costs for the project. The project will be awarded to the lowest qualified bidder.



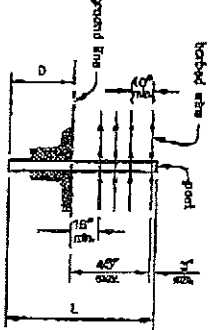
3 STRAND BARBED WIRE



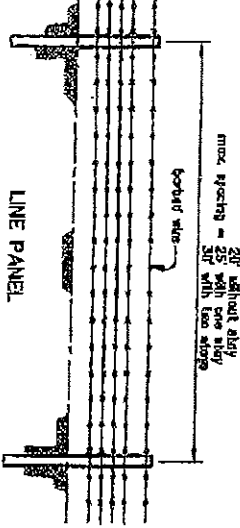
BARBED WIRE DETAIL



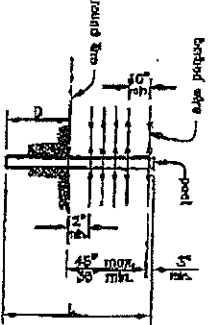
4 STRAND BARBED WIRE



BARBED WIRE DETAIL



5 STRAND BARBED WIRE



BARBED WIRE DETAIL

**BARBED WIRE**  
 1/2 1/2 gauge conventional or  
 16 1/2 gauge high-tensile  
 2 twisted strands with 14 gauge or  
 16 gauge non-pointed ends for aprons  
 or low sections.  
 Class 1 (mild, or galv.) zinc-coating  
 as per ASTM A-121.

**WIRE**  
 Plastic: L = 6 ft. min.  
 D = 24 ft. min.  
 Spc. = 3-3/8 in. min.  
 Wood: L = 6 ft. min.  
 D = 24 ft. min.  
 Spc. = 3 in. min.

**POSTS OR GATE**  
 Wood: L = 7 ft. min.  
 D = 3 ft. min.  
 Spc. = 5 ft. min.

**STAYS**  
 Wood: L = 1/2 in. dia. min. of diameter and  
 Plywood: Any manufactured for this purpose  
 with 5 1/2 gauge, zinc coated, treated,  
 cross-laminated for this purpose.  
 Steel: L = 7 ft. min. (incl. in spans)  
 D = 3/8 in. min.  
 Spc. = 2-1/2 ft. min. O.D. or  
 Angle: L = 2-1/2 x 2-1/2 x 1/4 (in.)

**SPECIAL INSTRUCTIONS**

This drawing requires engineering verification prior to use and must be adapted to the specific site.

Drawings not to scale.

BARBED WIRE FENCE



7-10-1970  
 R. J. ...  
 ...

Sheet	1 of 1
Date	7-10-1970
Scale	As Shown
Project	
Location	
Drawn by	
Checked by	
Approved by	

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
	<b>Fence (includes removing brush)</b>				
1	Replace fence with new barbed wire fence	\$ 11.25	per foot	4,400	\$ 49,500.00
	<b>Ditching</b>				
2	Ditch for proper drainage	\$ 6.64	per foot	2,500	\$16,600.00
		\$			\$
			<b>TOTAL BID</b>		<b>\$66,110.00</b>

## Notes:

- 1) The above quantities are the agency's best estimate for the amount of work to be completed. Any variation in the actual quantities will be determined based on the unit price shown above for the given work.
- 2) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 3) Vendors must submit unit prices for all items. Failure to provide unit prices will result in the disqualification of the vendor's bid.



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Orange Construction Corp  
of Morgantown, WV 26508, as Principal, and Hudson Insurance  
of New York, NY 10004, a corporation organized and existing under the laws of the State of  
DE with its principal office in the City of New York, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligees, in the penal sum of five percent of (\$10 50) 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 first 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  
W.V. state rail authority DBA South Branch Valley RR  
120 Water Plant Drive Moorefield, WV 26836

**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 Obligees may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have herunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed herunto and these presents to be signed by their proper officers, this  
08 day of October 20 10

Principal Corporate Seal

Orange Construction Corp  
(Name of Principal)

By Michael Syts  
(Must be President or  
Vice President)

President  
(Title)

Surety Corporate Seal

Hudson Insurance Company  
(Name of Surety)

CR  
Attorney-in-Fact

Charlotte I Burgess

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



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

STATE OF West Virginia

COUNTY OF Monongalia, TO-WIT:

I, David Bryte, after being first duly sworn, depose and state as follows:

1. I am an employee of Orange Construction Corporation; and,  
(Company Name)
2. I do hereby attest that Orange Construction Corporation  
(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.

Orange Construction Corporation  
(Company Name)

By: David S. Bryte

Title: President

Date: October 22, 2010

Taken, subscribed and sworn to before me this 22 day of October 22, 2010

By Commission expires 09/27/2016



Official Seal  
Notary Public, State of West Virginia  
Carol Bolyard  
80 McCarney Avenue  
Morgantown, WV 26505  
My commission expires September 27, 2016

Carol Bolyard  
(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.**

RMA 110007

RFQ No. RMA 110007<sup>17</sup>

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Orange Construction Corporation

Authorized Signature: *David S. Byrnes* Date: 10/22/2010

State of West Virginia

County of Monongalia to-wit

Taken, subscribed, and sworn to before me this 22 day of October, 2010.

My Commission expires 09/27/2016, 20  

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

*Carol Bolyard*

