



WV# 001286

Heavy/Highway Construction & Asphalt Paving
P.O. Box 606 • Kingwood, WV 26537 • 304-329-2129 • Fax 304-329-2206

fax

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WV PURCHASING
DIVISION

TO:	WV Purchasing Division – Sharon (Bid Clerk)	FROM:	Jason C. Workman
FAX:	304-558-3970	PAGES:	37 (including cover)
PHONE:	304-558-2544	DATE:	7/11/2012
RE:	COR61550	CC:	

Urgent For Review Please Comment Please Reply Please Recycle

Comments: This is the bid for Mountaineer Contractors, Inc. on RFQ COR61550. Please deliver to Tara Lyle by 1:30 today. Thank you.



AN EQUAL OPPORTUNITY EMPLOYER
A family-owned business striving for excellence.





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

Solicitation

NUMBER	PAGE
COR61550	1
ADDRESS CORRESPONDENCE TO ATTENTION OF:	
PARA LYLE	
304-558-2544	

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Mountaineer Contractors, Inc.
 P.O. Box 606
 Kingwood, WV 26537

SHIP TO

DIVISION OF CORRECTIONS
 PRUNTYTOWN FACILITY
 ROUTE 4, BOX 49 A
 GRAFTON, WV
 26354-9306 304-265-6111

DATE PRINTED:
 06/26/2012

BID OPENING DATE: 07/11/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
SEE ATTACHED PAGES.						
END OF ADDENDUM NO. 1						
0001	1	JB		968-62		\$399,399 ⁰⁰
PAVING, CONCRETE WORK & CULVERT PIPES INSTALLATION						
***** THIS IS THE END OF RFQ COR61550 ***** TOTAL:						\$399,399 ⁰⁰

SIGNATURE: *[Signature]* TELEPHONE: 304-329-2129 DATE: 7-11-12
 TITLE: President FEIN: 55-0481221 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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.html 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 disqualifications: 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. §148-1-6.6).



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Request for Quotation

RFQ NUMBER
COR61550

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Mountaineer Contractors, Inc.
 P.O. Box 606
 Kingwood, WV 26537

SHIP TO

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05/16/2012				
BID OPENING DATE: 07/03/2012		BID OPENING TIME 01:30PM		

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<p>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> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE 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 OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 06/14/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION TARA LYLE 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Tara Lyle</i>	304-329-2129	7-11-12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0481221	

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<p>(1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</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 T 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 WIT THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT 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 TAYLOR COUNTY, PURSUANT</p>						

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<i>[Signature]</i>	304-329-2129	7-11-12
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)		
				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.		
				WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.		
				ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:		
				(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.		
				() 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.		
				(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		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Tara Lyle</i>	TELEPHONE 304-329-2129	DATE 7-11-12
TITLE President	FEIN 55-0481221	ADDRESS CHANGES TO BE NOTED ABOVE

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S H I P T O

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<p>ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. 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</p>						

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	304-329-2129	7-11-12
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President	55-0481221	

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DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS. 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. REV. 3/88 EXHIBIT 9 NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES: (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. (2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID						

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OPENING DATE, ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.						
(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.						
REV. 11/96						
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			6-26-12		
	NO. 2					
	NO. 3					
	NO. 4					
	NO. 5					

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SIGNATURE	TELEPHONE	DATE
<i>J. S. Bayler</i>	304-329-2129	7-11-12
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0481221	

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>Mountaineer Contractors, Inc.....COMPANY</p> <p>July 11, 2012.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</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>						

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BID OPENING DATE: **07/03/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: Mountaineer Contractors, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV001286</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-329-2129	DATE 7-11-12
TITLE President	FEIN 55-0481221	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
COR61550

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE
304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Mountaineer Contractors, Inc.
 P.O. Box 606
 Kingwood, WV 26537

SHIP TO

DIVISION OF CORRECTIONS
 PRUNTYTOWN FACILITY
 ROUTE 4, BOX 49 A
 GRAFTON, WV
 26354-9306 304-265-6111

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/16/2012				

BID OPENING DATE: **07/03/2012** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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:-----TL/32-----						
REQ. NO.:-----COR61550-----						
BID OPENING DATE:-----07/03/12-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
-----304-329-2206-----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
-----John P. Boyle II-----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-329-2129	DATE 7-11-12
TITLE President	FAX 55-0481221	ADDRESS CHANGES TO BE NOTED ABOVE

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

011

COR61550 - REQUEST FOR QUOTATIONS

INSTALL NEW CONCRETE ON THE ROAD AT ENTRANCE TO ADMINISTRATIVE I BUILDING, BLACKTOP PAVEMENT ON THE ROAD TO AND AROUND UNIT BUILDINGS 18, 19, AND 20, AND INSTALL TWO (2) CULVERT PIPES AT PRUNTYTOWN CORRECTIONAL CENTER, TAYLOR COUNTY, WV

The Pruntytown Correctional Center (PCC), a West Virginia Division of Corrections Facility (DOC), is soliciting a lump sum quotation for removal of the old blacktop pavement, installation of new concrete on the road entrance to Administrative I Building, blacktop pavement on the road to and around Unit Buildings #18, #19, and #20, and installation of two (2) culvert pipes.

A mandatory pre-bid conference is scheduled for June 7, 2012 at 10:00 am at the Pruntytown Correctional Center. Vendors interested in attending the pre-bid conference need to call and register with the following individual:

Name: Michael Reger

Phone: 304-265-6111

Email: Michael.J.Reger@wv.gov

Vendors quoting this project **SHALL** comply with the below Specifications unless otherwise noted:

PART I: SUMMARY OF PROJECT, STANDARD SPECIFICATIONS, AND REQUIREMENTS**1.1 SUMMARY OF PROJECT AND GENERAL SPECIFICATIONS:****A. General Information:**

1) At Pruntytown Correctional Center, there are two areas that will require work to be done. The first is at the entrance to the Main Administrative I Building and the second is the road that is behind the Administrative I building that goes up to Unit Buildings 18, 19, and 20. See Exhibits #1 drawing for additional detailed information concerning the below information. Drawing will be handed out during the pre-bid meeting.

a) At the entrance to the Administrative I Building, right off of route 250, the road is breaking apart and needs to be fixed. When the road was first installed, it was originally made with bricks. Some time ago, blacktop was installed on top of the bricks. Earlier this year, cold patch was installed in this area. The cold patch held for a short period of time, but now needs fixed. Please note there may be a water drainage issue that must be fixed to fix the issue.

There is an estimated eighteen linear feet (18') long of road that is twelve linear feet (12') wide at the entrance to the Administrative I Building. Please note these are estimated measurements and it will be the Contractor's responsibility to obtain the exact measurements.

012

- b) The road behind the Administrative I Building going up and around Unit Buildings 18, 19, and 20 used to be a dirt road with a little bit of gravel underneath the existing blacktop pavement. The blacktop was installed on top of the existing dirt/gravel. The existing blacktop pavement has broken apart and is sinking in a number of locations. There is a certain portion of the road that is not usable and has been closed off. There is an estimated three thousand ninety-one linear feet (3,091') long of road that is twelve linear feet (12') wide that goes around the loop. Behind Unit Building 19, there is a road that is an estimated one hundred seventy-five linear feet (175') long and twelve linear feet (12') wide. Behind Unit #18, there is a parking lot that is an estimated fifty linear feet (50') long and thirty-three linear feet (33') wide. Toward the front of Unit Building Unit #19, there is a parking lot that is an estimated forty-five linear feet (45') feet long and thirty five linear feet (35') wide. Between the side of Building Unit #19 and the front of Building Unit #20, there is a parking lot that is an estimated fifty linear (50') long and fifty linear feet (50') wide. Parking lot lines must be painted on in each of the three parking lot areas. Please note these are estimated measurements and it will be the Contractors responsibility to obtain the exact measurements.

B. Project Description:

1) Entrance to the Administrative I Building:

- a) Contractor will be required to remove the existing blacktop pavement, brick, and any dirt to go down to ten inches (10") below the top of the existing blacktop pavement. The area must be compacted. See Exhibit #1 drawing for concrete rebar layout detail. Install concrete, 10" thick, to the shape as the road currently is. Please bid this portion as contract base bid A.
- b) Add one (1) culvert pipe, sixteen inches (16") wide, thirty-five feet (35') feet from right side of stairs going up the hill to Administration 1 Building. This culvert will be twenty feet (20') long. Contractor will be required to install number fifty-seven (#57) crush and run gravel over top of culvert pipe, compact, and install blacktop pavement to match existing road elevation. Please bid this portion as contract base bid B.
- c) The spoil site for the excavated material must be dumped at the Pruntytown Farm site close to the Facility.

2) Road behind Administrative I Building going up and around Unit Buildings 18, 19, and 20:

- a) Contractor will be required to remove existing blacktop pavement on the road and parking lot areas. There must be ten inches (10") deep of ground removed below the current ground level, remove, and haul off site. Compact ground. A new hard base made of number fifty-seven (#57) crush and run gravel must be put down and compacted to six inches (6") in height. A new course blacktop pavement must be put down over top the new base. The course blacktop base must be six inches (6") in height after rolled and compacted. A new wearing layer of blacktop pavement must be put down over top the course blacktop base. The wearing blacktop layer must be one and a half inches (1.5").

013

The new pavement must cover the same areas as what existing pavement did. Please bid this portion as contract base bid C.

- b) The spoil site for the excavated material must be dumped at the Pruntytown Farm site close to the Facility.
- c) There are currently four (4) culverts installed on the road on the hillside. Existing culverts are to remain. When excavating below grade level, if top of culvert pipe is not lower than ten inches (10"), only go to the top of the culvert pipe with removal.
- d) Add one (1) culvert, sixteen inches (16") pipe, ninety-five feet (95') up the hill from existing culvert located by the existing generator. This culvert will be twenty-four feet (24') long. Please bid this portion as contract base bid D.
- e) Slope parking lots so that water will not puddle on asphalt.

1.2 PERMITS

- A. Contractor shall secure and pay for any required permits and for all other permits, governmental fees, and license which are necessary for the proper execution and completion of the work as specified.

1.3 TERMS OF WORK

- A. All work shall be completed within one hundred twenty (120) calendar days upon receipt of Notice to Proceed.

1.4 SECURITY

- A. Contractor must comply with all Division of Corrections and Facility security requirements. This includes but is not limited to security background check of any employee of contractor that will be working on-site on the project.

1.5 TOOLS

- A. Contractor must comply with all Division of Corrections and Facility tool security requirements. This includes but is not limited to checking all tools brought into the Facility at the beginning of the work day, checking all tools being removed from the Facility at the end of the work day, keeping all tools locked up while not in use, and reporting any missing tools.

1.6 CODE REQUIREMENTS

- A. All work must comply with all federal, state, county, and city code requirements.

1.7 DAMAGES

- A. Any damages occurring to the building or property resulting from the contractor's performance of this work shall be the responsibility of the contractor to repair at the contractor's expense; either by using his/her own forces or that of an approved sub-contractor. The repair method and finished product will be subject to the approval of the owner.

1.8 CLEANUP

- A. The Contractor shall keep the work area as clean as possible during the entire progress of work, and shall be responsible to remove from the site, the packaging materials from the products and other debris as it accumulates. All items that are removed to allow the installation of the new items will become the property of the contractor to dispose of unless otherwise noted.

1.9 SAFETY EQUIPMENT

- A. The Contractor shall provide safety barriers around work areas where heavy equipment may be in operation or as required by OSHA.

1.10 MATERIALS

- A. Material can be shipped directly to the Facility as long as it does not require to be unloaded by the Facility. The Facility does not have the capability to unload heavy equipment or materials.
- B. If the contractor stores the material at a location other than at this Facility, additional insurance is required to receive payment on stored materials.

1.11 WORK TIMES

- A. The standard hours of work are Monday thru Friday from 8:00 am until 5:00 pm unless otherwise noted.
- B. If for any reason, the contractor wishes to work other than the previous stated days and hours, the request must be turned into the Facility at least forty-eight (48) hours in advance for approval.

1.12 ORDER OF PROJECT

- A. When working on the project in the area behind the Administrative I Building, contractor must start working at point three thousand ninety-one feet (3091') and work their way backward toward point seven hundred five feet (705'). The work done from starting point to point 705' will be done last in that area.

1.13 UTILITY LOCATIONS

- A. It will be the contractor's responsibility to contact Miss Utility to locate any existing utilities that may be located in the areas of excavation.

1.14 BIDDING

- A. There is a bid form at the end of the specifications. It is recommended that the contractor use that bid form. If the contractor does not use the bid form in this package, they must break their bid down into the following breakdown. All bid pricing must be written in words and numbers:
1. Contract Base Bid A – Concrete work in front of Administrative I Building.
 2. Contract Base Bid B – Culvert pipe in front of Administrative I Building.
 3. Contract Base Bid C – Blacktop pavement work behind Administrative I Building and around Units #18, #19, and #20.
 4. Contract Base Bid D – Culvert pipe below Unit #20.
 5. Contract Total Bid.
- B. The basis of award will be issued to the lowest bidder on the "Contract Total Bid" meeting all of the specifications with the most complete bid.

PART II: SPECIFICATIONS SECTION 02300 – EARTHWORK

Part I GENERAL

1.1 SUMMARY

- A. This Section includes the following:
1. Preparing subgrades for future construction, slabs-on-grade, walks, pavements, lawns, and plantings.

1.2 DEFINITIONS

- A. Engineered fill: Soil materials used to fill an excavation.
- B. Borrow: Soil imported from approved off-site for use as fill or backfill.
- C. Excavation: Removal of material encountered above subgrade elevations.
1. Additional Excavation: Excavation below subgrade elevations as directed by Owner.
 2. Bulk Excavation: Excavations more than 10 feet (3 m) in width and pits more than 30 feet (9 m) in either length or width.

3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Owner. Unauthorized excavation, as well as remedial work directed by Owner, shall be without additional compensation.

D. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

E. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.3 SUBMITTALS

Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:

1. Classification according to ASTM D 2487 of each on-site or borrow soil material proposed for fill and backfill.
2. Laboratory compaction curve according to ASTM D 698 for each on-site or borrow soil material proposed for fill and backfill.

1.4 QUALITY ASSURANCE AND QUALITY CONTROL

A. QUALITY ASSURANCE

B. FIELD QUALITY CONTROL

1. Testing Agency: The Contractor shall engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
2. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.
3. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct 10 percent testing on soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
4. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
 - a. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area, but in no case fewer than five tests.
5. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; re-compact and retest until specified compaction is obtained.

1.4 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Owner's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.
- C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility company immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility company.
- D. Do not interrupt existing utilities serving facilities occupied by Owner or others, during occupied hours, except when permitted in writing by Owner and then only after acceptable temporary utility services have been provided.
 - 1. Provide minimum of 72-hour notice to Owner, and receive written notice to proceed before interrupting any utility.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from on-site excavation.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, GC, SC ML CL and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches (75 mm) in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups MH, CH, OL, OH, and PT, or a combination of these group symbols. Except MH & CH soils may be used for grading and final pipe backfill in green space areas.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Sawcut all concrete or pavement.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
 - 1. If excavated materials intended for fill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Slope sides of excavation. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Maintain sides and slopes of excavations in safe condition until completion of backfilling.
 - 3. Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.
- B. Comply with local codes, ordinances, and requirements of agencies having jurisdiction.

3.5 APPROVAL OF SUBGRADE

- A. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrades.
- B. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Owner.

3.6 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Owner.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by Owner.

3.7 ENGINEERED FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use satisfactory soil material.
 - 4. Under building slabs, use satisfactory soil material.
 - 5. Under footings and foundations, use satisfactory soil material.

3.8 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.9 COMPACTION OF ENGINEERED FILLS

- A. Place backfill and fill materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300 mm) of existing subgrade and each layer of backfill or fill material at 98 percent.
 - 2. Under walkways, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 98 percent.
 - 3. Under lawn or unpaved areas, scarify and recompact top 6 inches (150 mm) below subgrade and compact each layer of backfill or fill material at 98 percent.

3.10 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.11 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 02300

PART III: SPECIFICATION SECTION 02741 – HOT MIXED ASPHALT PAVING

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes provisions for hot-mixed asphalt paving over prepared subbase.

1.2 SUBMITTALS

- A. Material Certificates signed by material producer and Contractor, certifying that each material item complies with or exceeds specified requirements.

1.3 SITE CONDITIONS

- A. Weather Limitations: Apply prime and tack coats when ambient temperature is above 50 deg F (10 deg C) and when temperature has not been below 35 deg F (1 deg C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture.
- B. Construct hot-mixed asphalt surface course when atmospheric temperature is above 40 deg F (4 deg C) and when base is dry. Base course may be placed when air temperature is above 30 deg F (minus 1 deg C) and rising.
- C. Grade Control: Establish and maintain required lines and elevations.

1.4 WARRANTY

- A. One (1) year on the project and this includes material and labor.
- B. Minimum requirements of the Manufacturer's warranty on material.

1.5 PERMITS

- B. Contractor shall secure and pay for any required permit and for all other permits, governmental fees, and license which are necessary for the proper execution and completion of the work as specified.

PART II – PRODUCTS

2.1 MATERIALS

- A. General: Use locally available materials and gradations that exhibit a satisfactory record of previous installations. The materials shall conform to the requirements of the indicated subsections of Division 700 of the WV Division of Highways Standard Specifications for Roads and Bridges, current edition.
- B. Coarse Aggregate: Subsection 703.1-3.

- C. Fine Aggregate: Subsection 702.3.
- D. Mineral Filler: Subsection 702.4.
- E. Asphalt Cement: Subsection 705.5.
- F. Prime Coat: Cut-back asphalt type, ASTM D 2027; MC-30, MC-70 or MC-250.
- G. Tack Coat: Emulsified asphalt; ASTM D 977.
- H. Herbicide Treatment: Commercial chemical for weed control, registered by Environmental Protection Agency. Provide granular, liquid, or wettable powder form.
 - 1. Manufacturers: Subject to compliance with requirements, provide products of one of the following or equal:
 - a. Ciba-Geigy Corp.
 - b. Dow Chemical U.S.A.
 - c. E.I. Du Pont de Nemours & Co., Inc.
 - d. FMC Corp.
 - e. Thompson-Hayward Chemical Co.
 - f. U.S. Borax and Chemical Corp.
- I. Lane Marking Paint: Alkyd-resin type, ready-mixed complying with AASHTO M 248, Type I.
 - 1. Color: White.
 - 2. Color: Blue (for handicapped parking symbols).

2.2 ASPHALT-AGGREGATE MIXTURE

- A. Provide plant-mixed, hot-laid asphalt-aggregate mixture complying with ASTM D 3515 and conforming to the requirements of the West Virginia Department of Highways, A Standard Specifications for Roads and Bridges, latest edition.

PART III - EXECUTION

3.1 SURFACE PREPARATION

- A. General: Remove loose material from compacted subbase surface immediately before applying herbicide treatment or prime coat.
- B. Proof-roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.

- C. Notify Owner of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.
- D. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions. Apply to compacted, dry subbase prior to application of prime coat.
- E. Prime Coat: Apply at rate of 0.20 to 0.50 gal. per sq. yd., over compacted subgrade. Apply material to penetrate and seal, but not flood, surface. Cure and dry as long as necessary to attain penetration and evaporation of volatile.
- F. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into hot-mixed asphalt pavement. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
- G. Allow to dry until at proper condition to receive paving.
- H. Exercise care in applying bituminous materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.

3.2 PLACING MIX

- A. General: Place hot-mixed asphalt mixture on prepared surface, spread, and strike off. Spread mixture at minimum temperature of 225 deg F (107 deg C). Place areas inaccessible to equipment by hand. Place each course to required grade, cross-section, and compacted thickness.
- B. Paver Placing: Place in strips not less than 10 feet wide, unless otherwise acceptable to Owner. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing surface course.
- C. Immediately correct surface irregularities in finish course behind paver. Remove excess material forming high spots with shovel or lute.
- D. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density, and smoothness as other sections of hot-mixed asphalt course. Clean contact surfaces and apply tack coat.

3.3 ROLLING

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot-hand tampers or vibrating plate compactors in areas inaccessible to rollers.

- C. Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required, with hot material.
- D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been evenly compacted.
- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained 95 percent laboratory density.
- F. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut out such areas and fill with fresh, hot hot-mixed asphalt. Compact by rolling to specified surface density and smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.4 PARKING LOT MARKINGS

- A. Cleaning: Sweep and clean surface to eliminate loose material and dust.
- B. Striping: Use chlorinated-rubber base parking lot marking paint, factory-mixed quick-drying, and non-bleeding.
- C. Do not apply traffic and lane marking paint until layout and placement have been verified with Owner.
- D. Apply paint with mechanical equipment to produce uniform straight edges. Apply at manufacturer's recommended rates to provide minimum 12 to 15 mils dry thickness.

3.5 FIELD QUALITY CONTROL

- A. General: Testing in-place hot-mixed asphalt courses for compliance with requirements for thickness and surface smoothness will be done by an independent testing laboratory hired by the Contractor. Repair or remove and replace unacceptable paving as directed by Owner.
- B. Thickness: In-place compacted thickness tested in accordance with ASTM D 3549 will not be acceptable if exceeding following allowable variations:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus or minus 1/4 inch.
 - 3. Surface Smoothness: Test finished surface of each hot-mixed asphalt course for smoothness, using 10-foot straightedge applied parallel with and at right angles to centerline of paved area.

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4. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:
- a. Base Course Surface: 1/4 inch.
 - b. Wearing Course Surface: 3/16 inch.
 - c. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

END OF SECTION 02741

000010

RFQ # COR61550

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO
INSTALL NEW CONCRETE ON THE ROAD AT ENTRANCE TO ADMINISTRATIVE
I BUILDING, BLACKTOP PAVEMENT ON THE ROAD TO AND AROUND UNIT
BUILDINGS 18, 19, AND 20, AND INSTALL TWO (2) CULVERT PIPES

PRUNTYTOWN CORRECTIONAL CENTER

TAYLOR COUNTY

BID FORM

Bidder's Company Name: Mountaineer Contractors, Inc.

Bidder's Address: P.O. Box 606
Kingwood, WV 26537

Remittance Address: _____

(If different)

Phone Number: 304-329-2129

Fax Number: 304-329-2206

Email Address: john.boyle@mcivv.com

WV Contractor's License Number: WV001286

We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL CONTACT BASE BID:
Three Hundred Ninety Nine Thousand Three Hundred Ninety Nine Dollars and Zero Cents
(\$ 399,399⁰⁰) (Total Contract Base Bid to be written in words and numbers.)

COST PER SQUARE FOOT FOR REPLACEMENT SOIL BECAUSE OF UNFORESEEN CONDITIONS:
Thirty Eight Dollars and Fifty Cents
(\$ 38⁵⁰) (Cost per square foot for replacement soil because of unforeseen conditions to be written in words and numbers.)

000011

COST PER TON TO INSTALL SHOULDER STONE ALONG THE ROAD EDGES:

Fifty Eight Dollars and Zero Cents

(\$ 58⁰⁰) (Cost per ton to install shoulder stone along the road edges to be written in words and numbers.)

The Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any conditions of the bid by the Bidder that is in any way inconsistent with the requirements, terms, and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

It is recommended to submit the bid using this bid form.

000014

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: COR61550

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

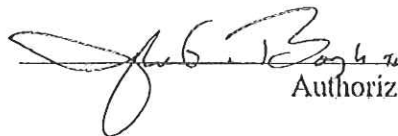
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Mountaineer Contractors, Inc.
Company


Authorized Signature

July 11, 2012
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

028

RFQ No. COR61550

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: Mountaineer Contractors, Inc.

Authorized Signature: [Signature] Date: July 11, 2012

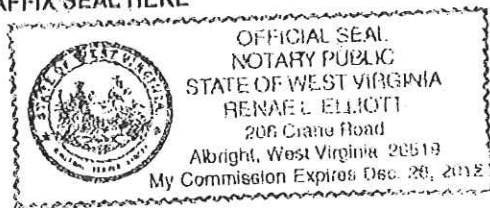
State of West Virginia

County of Preston, to-wit:

Taken, subscribed, and sworn to before me this 11 day of July, 2012.

My Commission expires December 26, 2012.

AFFIX SEAL HERE



NOTARY PUBLIC Renae L. Elliott



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

STATE OF West Virginia

COUNTY OF Preston, TO-WIT:

I, John P. Boyle, II, after being first duly sworn, depose and state as follows:

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

Mountaineer Contractors, Inc.
(Company Name)

By: [Signature]
Title: President

Date: July 11, 2012

Taken, subscribed and sworn to before me this 11 day of July 2012.

By Commission expires December 26 2012

(Seal)
OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
RENAE L. ELLIOTT
206 Crane Road
Albright, West Virginia 26519
My Commission Expires Dec. 26, 2012

Renae L. Elliott
(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.

031

Agency _____
REQ.P.O/# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mountaineer Contractors Inc
of PO Box 606, Kingwood, WV 26537, as Principal, and Travelers Casualty & Surety Co
of America of 300 Arboretum Ste 390 Richmond VA, a corporation organized and existing under the laws of the State of
Connecticut with its principal office in the City of Richmond, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of 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
Paving, Concrete Work & Culvert Pipes Installation, Taylor County, West Virginia

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 herunto and these presents to be signed by their proper officers, this
11th day of July, 2012.

Principal Corporate Seal

Mountaineer Contractors Inc
(Name of Principal)

By [Signature]
(Must be President or Vice President)

President

Travelers Casualty and Surety Company
of America
(Name of Surety)

Surety Corporate Seal

[Signature]
Attorney-in-Fact
(Denise A Deem)

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.

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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. 223094

Certificate No. 004792319

KNOW ALL MEN BY THESE PRESENTS: 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

L. Randall Cober, Kenneth J. Juskowich, Dolores J. Martin, Ann Vozniak, Linda Zannier, and Denise A. Deem

of the City of Morgantown, 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 27th day of March, 2012.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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 27th day of March, 2012, 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., 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV001286

Classification:

GENERAL ENGINEERING

MOUNTAINEER CONTRACTORS INC
DBA MOUNTAINEER CONTRACTORS INC
PO BOX 606
KINGWOOD, WV 26537-0606

Date Issued

AUGUST 13, 2011

Expiration Date

AUGUST 13, 2012

J.G. Bynum President
Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YYYY) 1/07/10
PRODUCER Wells Fargo Ins. Services of West Virginia, Inc. PO Box 1551 Charleston WV 25326-1551 (304) 346-0611		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Mountaineer Contractors, Inc. & Preston Contractors, Inc. P. O. Box 808 Kingwood, WV 26537		COMPANIES AFFORDING COVERAGE			
		COMPANY A Travelers Indemnity Company			
		COMPANY B Travelers Property Cas Ins Co			
		COMPANY C American Guarantee & Liability			
		COMPANY D			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	C05615B2903T1A09	11/01/09	11/01/10	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 300,000
					MED EXP (Any one person) \$ 10,000
B	AUTOMOBILE LIABILITY	B105615B293T1L08	11/01/09	11/01/10	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
<input type="checkbox"/> HIRED AUTOS					
<input type="checkbox"/> NON-OWNED AUTOS					
GARAGE LIABILITY	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN AUTO ONLY; EACH ACCIDENT \$
					AGGREGATE \$
C	EXCESS LIABILITY	AUC930705200	11/01/09	11/01/10	EACH OCCURRENCE \$ 20,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 20,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$
					EL DISEASE-POLICY LIMIT \$
					EL DISEASE-EA EMPLOYEE \$
OTHER	Equipment	QT6609770M24APHX00	11/01/09	11/01/10	Leased/Rented Equipment \$1,000,000 All Risk Form Subject to Exclusions \$5,000 Deductible
DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/SPECIAL ITEMS Evidence of Insurance					
CERTIFICATE HOLDER Evidence of Insurance 00000			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Allison Morris</i>		

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.