



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
DEFK7053

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CHUCK BOWMAN 304-558-2157

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED 10/03/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/26/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 2 *****</p> <p>ADDENDUM ISSUED TO DISTRIBUTE THE SIGN-IN SHEET FROM THE 10/20/2006 MANDATORY PRE-BID MEETING, THE MEETING MINUTES INCLUDING QUESTIONS, ANSWERS, CLARIFICATIONS, THE ARCHITECT'S REVISIONS TO SPECIFICATIONS AND ROOFER WARRANTY INFORMATION, THE RESULTING WV-96 AGREEMENT ADDENDUM FORM, AGENCY PROVIDED LOAD LISTS FOR ALL PRE-PURCHASED EQUIPMENT, AND A COPY OF THE WV DEP INVOICE FOR ANNUAL GROUNDWATER PROTECTION PERMIT FEE.</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO INCLUDE THE COST OF RENEWING THIS PERMIT FEE IN THE COST OF THEIR BID FOR THIS PROJECT. THE AMOUNT SHOWN ON THIS 10/05/05 INVOICE COPY DOES NOT REFLECT THE AMOUNT DUE FOR TIME PERIOD OF THIS CONTRACT. IT IS THE BIDDING VENDOR'S RESPONSIBILITY TO VERIFY THIS AMOUNT PRIOR TO SUBMITTING THEIR BID.</p> <p>NO SUBMITTED VENDOR QUESTIONS OR REQUESTS FOR CLARIFICATION WILL BE CONSIDERED BY THE PURCHASING DIVISION I RECEIVED BY CHUCK BOWMAN AFTER 1:00 PM ON MON., 10/16.</p> <p>BID DATE & OPENING TIME HAVE BEEN DELAYED FROM 10/11/06 TO 10/26/06 AT 1:30 PM.</p> <p>***** NO OTHER CHANGES *****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

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

**Pre-Bid Conference
SIGN IN SHEET**
(Please print legibly)

Request for Proposal No: DEEK 7053

Date: 20 September 2006

<u>Representative & Firm Name</u>	<u>Mailing Address</u>	<u>Telephone & Fax Number</u> <u>Email Address</u>
EX: <u>Chuck Bowman</u> Chuck Bowman WV State Purchasing Division	<u>PO Box 50130</u> <u>2019 Washington Street, East</u> <u>Charleston, WV 25305</u>	T: <u>304-558-2157</u> F: <u>304-558-4115</u> Email: <u>cbowman@wvadmin.gov</u>
1. <u>Dan Hill</u> <u>Danhill Const. Co</u>	<u>P.O. Box 685</u> <u>Gauley Bridge, W. Va</u>	T: <u>304-632-1600</u> F: <u>304-632-1501</u> Email: _____
2. <u>Duane Alderman</u> <u>EASTERN ELECTRIC</u>	<u>Rt 2 Box 191</u> <u>Mineral Wells WV</u>	T: <u>304 489 1451</u> F: <u>1467</u> Email: <u>EEECO@Charter.Net</u>
3. <u>Clarence Watt</u> <u>Costo Tech.</u>	<u>540 Leon Sullivan Way</u> <u>Charleston, WV 25322</u>	T: <u>304-346-0549</u> F: <u>304-346-8920</u> Email: <u>CWATT@Trane.com</u>
4. <u>Rick Gandy</u> <u>Summit Electric</u>	_____	T: <u>304 562 7081</u> F: _____ Email: _____
5. <u>Shannon Roberts</u> <u>for Vance McCracken</u> <u>EV McCracken Const. Inc.</u>	<u>1100 Charles Ave</u> <u>DUNBAR WV 25064</u>	T: <u>304 768-1182</u> F: <u>768-1183</u> Email: <u>WVangler54@aol.com</u>
6. <u>Tony Milam</u> <u>BROWN ELEC</u>	<u>1100 CHARLES AVE</u> <u>DUNBAR, WV 25064</u>	T: <u>768-0407</u> F: <u>768-1183</u> Email: <u>tmilam@brownelec.com</u>
7. <u>William Asakowski</u> <u>ELECTRO MECHANICAL</u>	<u>PO BOX 349</u> <u>CHARLESTON WV 25311</u>	T: <u>346 0546</u> F: <u>346 0548</u> Email: _____
8. <u>David Kyle</u> <u>AL MARRING INC</u>	<u>1653 4TH AVE</u> <u>Charleston 25312</u>	T: <u>345-9000</u> F: <u>346-2514</u> Email: _____
9. <u>Jay Holcomb</u> <u>Harris Bros. Roofing</u> <u>+ Sheet Metal</u>	<u>1518 Homestead St.</u> <u>Char. WV</u> <u>25311</u>	T: <u>343-5566</u> F: <u>343-5568</u> Email: <u>jayhol@verizon.net</u>

Please PRINT legibly. All information is essential to contact attendees in a timely manner.
If possible, please provide a company business card.

Pre-Bid Conference
SIGN IN SHEET
(Please print legibly)

CONT.

Request for Proposal No: DEPK7053

Date: 9/20/06

<u>Representative & Firm</u> <u>Name</u>	<u>Mailing Address</u>	<u>Telephone & Fax Number</u> <u>Email Address</u>
EX: <u>Chuck Bowman</u> Chuck Bowman WV State Purchasing Division	PO Box 50130 2019 Washington Street, East Charleston, WV 25305	T: 304-558-2157 F: 304-558-4115 Email: cbowman@wvadmin.gov
1. <u>DAVID BROWN</u> <u>OMNI ASSOC.</u>	<u>1543 FAIRMONT AVE</u> <u>FAIRMONT, WV</u> <u>26554</u>	T: <u>304-367-1417</u> F: <u>304-367-1418</u> Email: <u>DBROWN@OMNIASSOCIATES</u> <u>.COM</u>
2. <u>Dan Clevenger</u>	<u>1703, Coonskin Drive</u> <u>Charleston 25301</u>	T: <u>304-561-8446</u> F: <u>304-561-8458</u> Email: <u>Daniel.Clevenger@WV</u> <u>ngb.army.mil</u>
3. <u>Zane Beese</u>	<u>110 Army Army Dr</u> <u>Red House Wv</u> <u>25168</u>	T: <u>304-586-0728</u> F: <u>304-201-3038</u> Email: <u>Zane.Beese@wv.ngb.army.mil</u>
4. <u>RONDALL DURHAM</u>	<u>110 Army / NAVY DR</u> <u>RED HOUSE WV 25168</u>	T: <u>304-586-0728</u> F: <u>304-201-3034</u> Email: <u>Rondall.durham@wv.army.mil</u>
5. _____	_____	T: _____ F: _____ Email: _____
6. _____	_____	T: _____ F: _____ Email: _____
7. _____	_____	T: _____ F: _____ Email: _____
8. _____	_____	T: _____ F: _____ Email: _____
9. _____	_____	T: _____ F: _____ Email: _____

Please PRINT legibly. All information is essential to contact attendees in a timely manner.
If possible, please provide a company business card.

Pre-Bid Meeting Minutes

The following constitutes Pre-bid Meeting Minutes for DEFK7053, Paint Booth & Blast Booth Hookups at EMF.

A pre-bid meeting was conducted at the site for Paint booth/Blast Booth hookup at Eleanor Maintenance Facility at 1000 hrs, 20 September 2006. During the pre-bid meeting, Dan Clevenger welcomed those present for expressing interest in the subject project. Key Owner representatives were introduced and the following agenda items were covered:

1. ADMINISTRATIVE:

- a. All present contractors signed in.
- b. Funding: Federally funded, State administrated project.
- c. The user of the facility will be the West Virginia Army National Guard
- d. The Administrator of the contract will be the Construction & Facilities Management Office, WVARNG.

2. INTRODUCTION:

- a. Dan Clevenger outlined key personnel associated with the project and address for the office. COL Burch was identified as the Contracting Officer, MAJ Cottrell as the Administrative Contracting Officer, and Dan Clevenger as the Project Manager. Phone numbers and address were identified as follows:
 - i. Address
1703 Coonskin Drive
Charleston, WV 25311
 - ii. COL Melvin Burch, CFMO
(304) 561-6450
Contracting Officer
 - iii. MAJ Garrett Cottrell, PE, Chief, Design & Construction
Garrett.b.cottrell@wv.ngb.army.mil
(304) 561-6452
Administrative Contracting Officer

- iv. Dan Clevenger, Project Manager
 Email: Daniel.clevenger@wv.ngb.army.mil
 561-6446(o) 561-6458 (fax)
 Contracting Officer Technical Representative
 - v. CPT Zane Beegle, Facilities Manager
 561-3026
 - vi. COL Gary Blackhurst, Environmental Program Management Officer
 561-6445
- b. Mr. Chuck Bowman was identified as the representative for State Purchasing on this project. The Contractors are required to submit only one proposal to the Purchasing Division for bidding. A duplicate copy is no longer needed for the Auditors Office. Mr. Bowman outlined procedure for submission of questions. The contractor must submit any questions to Mr. Bowman, who will distribute for resolution. Direct discussion is **not** authorized with the Engineer, the Facilities Engineer, or the Project Manager. It was noted that State Wage Rates apply for this project. Mr. Bowman's Contact information:
- i. Mr. Chuck Bowman (NP)
 (304) 558-2157
 (304) 558-4115 (f)
- c. The Designer of Record, The OMNI Associates, was introduced. David Brown, is the project manager for the Architect. Their phone numbers and locations were provided to the contractors:
- i. Address:
 1543 Fairmont Avenue
 Fairmont, West Virginia 26544
 - ii. Dick Forren, Principal
3. Dan Clevenger outlined the relationship between the Federal Government and the State Government for funding of the project. Because of this funding relationship, the Contractor includes certain federal acquisitions requirements. The Contractors were encouraged to review and understand General Provision specifications of the Contract.
4. Dan Clevenger discussed security, work hours, access to the site, and temporary facilities. The Contractor will have access to the site from 0700 to 1700 hrs, Monday to Friday. If work hours must be modified, these will be approved on Saturdays 7am-5pm with 48hrs notice via the Project Manager (D. Clevenger) and the Engineer of Record. Utility Shutdowns are Fri-Sat w/48hrs notice via the Project Manager (D. Clevenger) and the Engineer of Record. Contractor is required to provide to the Project Manager, a listing of personnel, which will be gaining access to the site. Superintendence: In accordance with

Contract documents, the Contractor must maintain full-time, active superintendent on the job. Regarding temporary Facilities, job trailer, equipment and material storage is located onsite. All utilities for construction are located on site. Contractor will have access to latrines on-site for all personnel involved with Construction, provided the areas are kept clean.

5. Dan Clevenger discussed liquidated damages and duration of construction. Liquidated Damages is \$250 per day plus one time fixed cost of \$250 for Staff Judge Advocate Review. Per Article 9.11.1 Supplement General Provisions and GP 54, "Liquidated Damages". Duration of the contract is 60 days from the NTP.
6. Dan Clevenger outlined safety requirements for the job. All construction activities will be in conjunction with OSHA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OSHA. All construction activities on site will be a hardhat area and marked as such. Access to the site will be restricted and controlled by the Contractor. A visitor's sign-in and hardhats to be made available for personnel visiting site. Contractor is also responsible for keeping driveways and entrances serving the premises clear and available for the Owner's use, i.e. Paint Booth & Blast Booth rolling doors. Temporary fueling operations: Any temporary fueling operation will be maintained in accordance with OSHA and WV Fire Marshall Standards to include secondary containment, fire extinguishers, and spill control. Cleanup required daily by each perspective sub and General Contractor: No open dumps of construction materials. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
7. Dan Clevenger discussed the role of the Architect during construction. The Architect will provide recommendations for actions regarding progress payments, change orders, and acceptance of work.
8. Dan Clevenger also outlined project administrative procedures and encouraged the contractors to review various specifications to include but not limited to spec section Project Coordination (Correspondence) – Section 1040; Meetings – Section 01200; Submittals – 01300 and Pay Application – 1027.
9. Mr. Brown with OMNI Associates discussed substitution procedures to include but not limited to;
 - a. Proposed changes comply with general intent of Contractor Documents.
 - b. Request is timely and is accompanied with all required documentation per specification section 01650.
 - c. The specified product cannot be provided within Contract Time. This time will not be considered if Contractor fails to provide proper and timely coordination.
 - d. Governing authority cannot approve the specific product and substitute product can be approved.

10. Mr. Brown with OMNI Associates, discussed the project. He highlighted the following:
 - a. Project Description
 - i. Project consists hookups of Paint Booth and Blast Booth as outlined in the contract documents.
 - ii. Work will be constructed under a single prime contractor.
 - iii. Contractor shall have limited use of premises for construction operations, subject to limitations and requirements of the West Virginia Army National Guard.

11. The meeting was opened for Questions by the Contractors.
 - a. Q: Is the qualification statement due at the time of bid?
A: Yes, it is stated in the scope of work.

 - b. Q: Is there a roofing Warranty? What are the effects on doing penetrations?
A: Yes, see Omni's Addendum Bulletin for requirements with warranty provider and requirements for work performed on roof.

 - c. Q: Curb Installation, does all the duct work requiring insulation have it?
A: Yes. Curbing is not insulated. AMU 'pants leg' ductwork is insulated.

 - d. Q: Who performs final connections for Gas and Electrical?
A: Contractor for this project to perform final connection of Gas to AMU during Global Finishing's installation. Contractor for this project is to perform final connection of electric to control panel for paint booth.

 - e. Q: Are there a list of parts?
A: Yes, see Attached parts list. Also, GFS Drawing includes parts listings.

 - f. Q: Does the contractor have to level curbs?
A: Yes, leveling curbs is part of this contract.

12. Dan Clevenger closed the meeting and thanked the Contractors for their interest in the project. Dan Clevenger outlined that the meeting notes will be published through state purchasing, along with clarifications to contract documents. Any questions will be addressed through an Addendum released after the question period has closed. It was also stressed that any further questions between now and bid award must be directed to Chuck Bowman at State Purchasing.

Prepared by:



DAN CLEVINGER
Project Manager
CFMO, WVARNG

Reviewed:



GARRETT B. COTTRELL, PE
MAJ, EN
Branch Chief, Design & Construction

Cc:

EMF Paint booth CP-01.5 Pre-Bid Meeting Notes

Paint and Blast Booths
WVARNG Eleanor Complex

Addendum No. O-1
September 29, 2006



September 29, 2006

To: ALL BIDDERS

Ref: **Eleanor Complex**
West Virginia Army National Guard
RFQ No: DEFK7053

Subj: **ADDENDUM BULLETIN NO. O-1**

This Addendum Bulletin shall be incorporated in the Construction Documents including the Drawings and Specifications for the Project referenced above. All work amended as listed herein shall be included in your Bid Proposal and the bidder shall acknowledge this addendum bulletin on the Bid Form.

The work shall be amended as follows:

SPECIFICATIONS

1. Division 0, Section 01650, 1.04, A: CHANGE "Requests for substitution will be considered if received within 60 days after the issuance of the NTP. Requests received more than 60 days after NTP may be considered or rejected at the sole discretion of the Contracting Officer, based upon recommendation from the Architect" to "Requests for substitution will be considered if received by time and date of pre-bid questions. Request received after this date may be considered or rejected at the sole discretion of the Contracting Officer, based upon recommendation from the Architect."

ROOFER'S WARRANTY INFORMATION

1. Roofer must notify Johns Manville at (800) 345-9603 before proceeding with roof penetrations.
2. Installer Qualifications: A qualified firm that is approved, authorized, or licensed by roofing system manufacturer to install manufacturer's product and that is eligible to receive manufacturer's warranty. *(Existing roofing system is Johns Manville (800) 345-9603)*
3. Roofing Installer's Warranty: See attached certificate.

The Omni Associates - Architects
1543 Fairmont Avenue, Suite 201
Fairmont, West Virginia 26554-2175
(Voice) 304.367.1417
(Facsimile) 304.367.1418

www.omniassociates.com

Established 1980

Member of
The American Institute of
Architects

Paint and Blast Booths
WVARNG Eleanor Complex

Addendum No. O-1
September 29, 2006



END OF ADDENDUM

Submitted by:
THE OMNI ASSOCIATES - ARCHITECTS

A handwritten signature in black ink, appearing to read "R. Forren", written over a horizontal line.

Richard J. Forren, AIA, NCARB
Principal

Enclosures:

- A Roofing Installer's Warranty

The Omni Associates - Architects
1543 Fairmont Avenue, Suite 201
Fairmont, West Virginia 26554-2175
(Voice) 304.367.1417
(Facsimile) 304.367.1418

www.omniassociates.com

Established 1980

Member of
The American Institute of
Architects

ROOFING INSTALLER'S WARRANTY

WHEREAS _____ of _____, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:

Owner: WVARNG
 Address: 1703 Coonskin Drive, Charleston, WV 25311
 Building Name/Type: Eleanor Maintenance Facility
 Address: 110 Army / Navy Drive, Red House, WV 25168
 Area of Work: Roof over Paint & Blast Booths
 Acceptance Date: _____
 Warranty Period: 2 Years
 Expiration Date: _____

AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period.

NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.

This Warranty is made subject to the following terms and conditions:

Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:

- 1-lightning;
- 2-peak gust wind speed exceeding 90 mph;
- 3-fire;
- 4-failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
- 5-faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
- 6-vapor condensation on bottom of roofing; and
- 7-activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.

When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.

Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.

During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.

During Warranty Period, if original use of roof is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray-cooled surface, flooded basin, or other use or service more severe than originally specified, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.

Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.

This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

IN WITNESS THEREOF, this instrument has been duly executed this _____ day of _____, _____.

Authorized Signature: _____

Name: _____

Title: _____

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

VENDOR

Spending Unit: _____

Company Name: _____

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

LOAD LIST

1014

SO# 50223C1
JO# 29381

LOAD LIST BY:
Ship Date
Shipper #
Total Pieces

ATB
5/19/2005
1

LIST FOR 1;
PACK FOR: 1

PACKED COMPLETE BY: GG
DATE COMPLETE: 5/12/2005

STRUCTURE

Job Code	Description	Load#	Packed by	Crate #	Weight	Crate Loaded
0004	(2) FAN CURBS (2) CURB CAPS , (4) 409-136 RINGS	1	GG	100	810	WHP

LOAD LIST

016
1

SO# 50223C1
JO# 29381

LOAD LIST BY:

ATB

Ship Date

5/19/2005

Shipper #

Total Pieces

3

LIST FOR 1;
PACK FOR: 1

PACKED COMPLETE BY:

DATE COMPLETE:

DUCTWORK

Job Code	Description	Load#	Packed by	Crate #	Weight	Crate Loaded
0003	(1) D1 (1) D1A, (4) D2 DUCT S(INSULATED) ALL LOOSEMATE ANGLE & (1) MISC. BOX	1		40	895	HJ
0003	(2) DU-E45-36-1R 36" dia ELBOWS	1		60	260	HJ
0003	(2) DU-E45-36-1R 36" dia ELBOWS	1		61	260	HJ

LOAD LIST

SO# 50223
 JO# 26129-0000

LOAD LIST BY:

JCS

Ship Date

11/19/2004

Shipper #

52348

Total Pieces

LIST FOR 1
 PACK FOR 1

PACKED COMPLETE BY _____
 DATE COMPLETE _____

TOP LEVEL

Job Code	Description	Load#	Packed by	Crate #	Weight	Crate Loaded
0000	GREENHECK VANE AXIAL FAN 36" DIA QTY 1	1		520	850	WP
0000	FAN RING 36" DIA QTY 2					
0000	AMU RAM-227 QTY 1	1		500	3500	HJ
0000	MANLIFT QTY 1(MANLIFT INSTALL KITS QTY 2)	2		530	1800	WHP
0000	LIGHTS LABW12-4 QTY 48	1		370	400	WP
0002	MISC BOX	1	HUNTZ	311	250	HJ
0006	CONTROL PANEL	2		600	540	HJ
0000	16'Wx14'H ROLL-UP DOOR QTY 1	2		550	1100	WHP
	GREENHECK VANE AXIAL FAN 36" DIA QTY 1	1		521	850	HJ
0000	DU-ARV-36 QTY 2 & DU-FRF-36- WC QTY 2	2		31	560	HJ
	16'Wx14'H ROLL-UP DOOR QTY 1	2		551	1100	WHP
	16'Wx14'H ROLL-UP DOOR QTY 1(RAILS&BARRELS)	2		552	800	HJ
	16'Wx14'H ROLL-UP DOOR QTY 1(RAILS&BARRELS)	2		553	800	WHP
	16'Wx14'H ROLL-UP DOOR QTY 1(OPERATORS&POWERHEADS FOR (2)DOORS)	2		554	548	HJ
	MISC BOX	1	HUNTZ	312	250	HJ
	MISC FILTERS	2	HUNTZ	310	740	WHP
	AMU RAM-227 QTY 1(HOOD W\FILTERS)	1		501	600	WP
	AMU RAM-227 QTY 1(CURB)	2		502	180	HJ
	MANLIFT QTY 1	2		531	1800	WHP
	MANLIFT QTY 1(RAILS)	1		532	1600	WP
	(12) LIGHTS	1		371	400	HJ
	(12) LIGHTS	1		372	400	WP

(12) LIGHTS	1	373	400	HJ
ROLL UP DOOR PARTS	2	555	360	HJ



Division of Water and Waste Management

INVOICE

PHONE: (304) 926-0499 ext 4888

FAX: (304) 926-0484

E-MAIL: owr-fics@wvdep.org

022

Department of Environmental Protection
Division of Water and Waste Management
(TRES/RPD)
PO Box 364
Charleston, WV 25322

Page 1 of 1

INVOICE NO: 00137920

Invoice Date: 10/05/2005

Remit By: 11/04/2005

WV ARMY NATIONAL GUARD
1707 COONSKIN DR
CHARLESTON, WV 25311
Attn: RICHARD STARCHER

PLEASE
PAY THIS
AMOUNT **\$1,050.00**

Permit / ID No.	Anniversary Date	Description	Facility	Quantity	Unit Rate	Extension
WVG072140	10/20/2000	Groundwater Protection Fee	WV Army National Guard Maintenan	1	50.00	\$50.00
	10/20/2000	WVNPDES Annual Permit Fee	WV Army National Guard Maintenan	1	1,000.00	\$1,000.00
PLEASE PAY THIS AMOUNT >>>>						\$1,050.00

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT
PLEASE DO NOT STAPLE

Billed To: WV ARMY NATIONAL GUARD
1707 COONSKIN DR
CHARLESTON, WV 25311
Attn: RICHARD STARCHER

INVOICE NO: 00137920
INVOICE DATE: 10/05/2005
REMIT BY: 11/04/2005
AMOUNT DUE: \$1,050.00

Remit To: Department of Environmental Protection
Division of Water and Waste Management
(TRES/RPD)
PO Box 364
Charleston, WV 25322
FEIN: 556000789W

Credit Card Payment: Visa MasterCard Amount: _____

Card Number: _____ Expiration Date: _____

Cardholder's Signature: _____

CONSTRUCTION

OCT 25 2005

DIV OF ENG & FAC
CHARLESTON, WV 25322

ERC.CP.00.6 OTR.FMO 1/4
EMF.CP.00.6 OTR.FMO. 68
EMFCP 01.7.10
ERC.CP.01.7.10

11042005000010500000137920