



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
DEFK10009

PAGE
1

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

VENDOR

**BBL Carlton
 900 Lee Street
 Charleston, WV 25301**

SHIP TO

**DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/09/2009				

ID OPENING DATE: **12/18/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM #02						
<p>THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, ADD TO, ANSWER VENDOR QUESTIONS, AND EXTEND THE BID OPENING DATE, PER THE ATTACHED DOCUMENTATION. NOTE: THE RFQ NUMBER HAS BEEN CHANGED TO CORRECT A TYPOGRAPHICAL ERROR IN THE ORIGINAL DOCUMENTS. THE CORRECT RFQ NUMBER IS DEFK10009. REVISED BID OPENING DATE: 12/18/2009; 1:30 PM</p>						
001	1	LS		968-20		
BUILDING CONSTRUCTION						
***** THIS IS THE END OF RFQ DEFK10009 *****						TOTAL: 21,735,688.00
						(BASE BID)

RECEIVED

2009 DEC 18 PM 1:04

WV PURCHASING DIVISION

RECEIVED
 BBL CARLTON, LLC
 2009 DEC 10 AM 11:26

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Scott A. McClanahan</i>	TELEPHONE 304-345-1300	DATE 12-18-09
TITLE Senior Vice Pres.	FEIN 31-1540-659	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

b. SCOPE OF CIVIL WORK

1. Review the scope of work for subject project
Mr. Fuller reviewed the scope of the site-civil work, and clarified the differences between various pay items.
2. Purchasing Documents
 - (a) General insurance/bonds from prime contractor by NLT December 22, 2009. Copies to be provided to CFMO. For the subcontractors, copies of insurance due prior to start of work.
 - (b) Drug Free Compliance Affidavit
- iii. Environmental Issues/comments
 - (a) On-site Burning/Waste Disposal
 - (b) Spills of fuels: The Contractor must notify the Owner of any fuel spills as soon as possible.
 - (c) Reporting Procedure
- iv. Construction Storm Water Permit
- v. Sediment Erosion Control Measures
 - (a) Need copies of inspections made by DEP
 - (b) Silt Fence must be maintained throughout project

12. QUESTIONS AND ANSWERS:

All responses to questions that revise the bidding documents are included in Addendum #2.

13. CLOSING COMMENTS

- Meeting notes will be published through state purchasing, along with clarifications to contract documents.
- Any further questions will be addressed through an Addendum released after the question period has closed.
- Any further questions between now and bid award must be directed to John Abbott at State Purchasing via email (john.h.abbott@wv.gov) no later than noon on 08 December 2009.

BID FORM

SECTION I – BASE BID AND ALTERNATES

DATED: 12-18-09
 (Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 028886

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

**The Ripley Armed Forces Reserve Center
 West Virginia Army National Guard
 Millwood, Jackson County, West Virginia**

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

BASE BID:

For the sum of: Twenty One Million Seven Hundred Thirty Five Thousand Six Hundred Eighty Eight Dollars and 66 Cents.
(\$ 21,735,688.66)

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Refer to Section 01030 "Alternates" for description of Alternates.

Alternate Bid No. 1: Military Equipment Concrete Paving

ADD the sum of: Two Hundred Ninety Thousand Eight Hundred Six Dollars
(\$ 290,806.00)

Alternate Bid No. 9: Sleeping Rooms

ADD the sum of: FOUR HUNDRED FIFTY FOUR THOUSAND TWO HUNDRED THIRTEEN DOLLARS (\$ 454,213.⁰⁰).

Alternate Bid No. 10: Drill Hall Acoustical Ceiling Treatment

ADD the sum of: ONE HUNDRED TWENTY TWO THOUSAND ONE HUNDRED NINETY FOUR DOLLARS. (\$ 122,194.⁰⁰).

Alternate Bid No. 11: Drill Hall Acoustical Wall Treatment

ADD the sum of: EIGHTY TWO THOUSAND FIVE HUNDRED TWENTY NINE DOLLARS. (\$ 82,529.⁰⁰).

Alternate Bid No. 12: Kitchen Equipment

ADD the sum of: ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED NINETY SIX DOLLARS (\$ 130,596.⁰⁰).

Alternate Bid No. 13: Retractable Bleachers

ADD the sum of: NINE THOUSAND THIRTY SEVEN DOLLARS. (\$ 9,037.⁰⁰).

Alternate Bid No. 14: Secondary Entrance Canopies

ADD the sum of: TWENTY SEVEN THOUSAND EIGHT HUNDRED EIGHTY SIX DOLLARS. (\$ 27,886.⁰⁰).

Alternate Bid No. 15: CCTV Equipment

ADD the sum of: FORTY NINE THOUSAND THREE HUNDRED NINETY SEVEN DOLLARS. (\$ 49,397.⁰⁰).

Alternate Bid No. 2: South Parking Lot

ADD the sum of: TWO HUNDRED TWENTY EIGHT THOUSAND
EIGHT HUNDRED FORTY SEVEN DOLLARS AND .71 CENTS (\$ 228,847.71).

Alternate Bid No. 3: Landscaping

ADD the sum of: FIFTY EIGHT THOUSAND ONE HUNDRED
SIXTY ONE DOLLARS (\$ 58,161.00).

Alternate Bid No. 4: Eastern Star Improvements

ADD the sum of: TWENTY EIGHT THOUSAND FIFTY THREE
DOLLARS AND .70 CENTS (\$ 28,053.70).

Alternate Bid No. 5: Pre-Cast Latrine

ADD the sum of: ONE HUNDRED TWENTY THREE THOUSAND TWO
HUNDRED TWO DOLLARS AND .59 CENTS (\$ 123,202.59).

Alternate Bid No. 6: Field Fence

ADD the sum of: FORTY ONE THOUSAND SIX HUNDRED
EIGHTY THREE DOLLARS (\$ 41,683.00).

Alternate Bid No. 7: Picnic Shelters

ADD the sum of: THREE HUNDRED THIRTEEN THOUSAND SEVEN
HUNDRED THIRTY NINE DOLLARS (\$ 313,739.00).

Alternate Bid No. 8: Walkway Canopy

ADD the sum of: ONE HUNDRED FIFTY FIVE THOUSAND NINE
HUNDRED FIFTY DOLLARS (\$ 155,950.00).

Alternate Bid No. 16: North Entrance Facility Sign

ADD the sum of: TWENTY SIX THOUSAND FOUR HUNDRED
THIRTY EIGHT DOLLARS, (\$ 26,438.⁰⁰).

Alternate Bid No. 17: Fencing and Gate Upgrade

ADD the sum of: SIXTEEN THOUSAND FOUR HUNDRED
DOLLARS, (\$ 16,400.⁰⁰).

Alternate Bid No. 18: Air Compressors

ADD the sum of: TWENTY FIVE THOUSAND FIFTY SEVEN
DOLLARS, (\$ 25,057.⁰⁰).

If awarded contract on Base Bid and Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) in 545 days. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

Adden. 1 - 12/4/09 Adden. 2 - 12/9/09

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

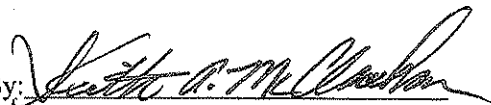
SIGNATURE OF BIDDER:

Firm: BBL Carlton, LLC

Address: 900 Lee Street, East

Address: Suite 1400

Address: Charleston, WV 25301

By: 

(Keith A. McClanahan)

Title: Senior Vice President

Phone: 304-345-1300

Fax: 304-345-1304

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

In the event that unit quantities stated below differ from quantities required for completion of the work, unit costs as stated below shall be the basis of adjustments in the Contract Sum.

The Architect shall be notified if the Bidder's takeoff varies significantly from the estimated quantities.

Bid items with the same number must include the same unit price.

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
Primary Facility Base Bid					
1	Armed Forces Reserve Center	1	LS	\$14,332,933.00	\$14,332,933.00
2	Maintenance Facility	1	LS	\$1,345,831.00	\$1,345,831.00
3	Unheated Storage Building	1	LS	\$172,553.00	\$172,553.00
PRIMARY FACILITY BASE BID SUB-TOTAL					\$15,851,317.00
Project Administration/Quality Control Base Bid					
4	Mobilization/Demobilization	1	LS	\$304,962.00	\$304,962.00
5	General Administration	1	LS	\$1,207,674.00	\$1,207,674.00
6	Project Quality Control	1	LS	\$116,614.00	\$116,614.00
7	WVDOH Encroachment Permits	1	Allow	\$20,000.00	\$20,000.00
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL					\$1,649,250.00
Civil/Site Base Bid					
Site Preparation					
8	Site Preparation	1	LS	\$59,101.00	\$59,101.00
9	Building Demolition	1	LS	\$20,406.00	\$20,406.00
10	Sediment & Erosion Control	1	LS	\$39,595.00	\$39,595.00
11	Retention Pond	1	LS	\$54,067.00	\$54,067.00
Earthwork					

12	Unclassified Excavation	84,000	CY	\$3.81	\$320,040.00
13	Subgrade Preparation	12,000	SY	\$1.22	\$14,640.00
14	Soil Drying	300	TN	\$339.25	\$101,775.00
15	Soil Conditioning	3,000	SY	\$1.27	\$3,810.00
16	Over-Excavation	1,000	SY	\$35.25	\$35,250.00
17	6" Subsurface Drains	200	LF	\$37.95	\$7,590.00
Roads					
18	6" Concrete Paving	5,000	SY	\$50.22	\$251,100.00
19	HMA Wearing Course	940	TN	\$113.81	\$106,981.40
20	HMA Base Course	3,100	TN	\$98.53	\$305,443.00
21	Free Draining Base	3,800	TN	\$77.30	\$293,740.00
22	Free draining Base Trench & Piping	3,200	LF	\$34.21	\$109,472.00
23	Fabric Woven	11,100	SY	\$4.26	\$47,286.00
24	Fabric Separation	17,000	SY	\$1.34	\$22,780.00
25	AASHTO #1	7,530	TN	\$33.59	\$252,932.70
26	Class 1 Stone	2,900	TN	\$42.95	\$124,555.00
27	Pavement Marking	1	LS	\$5,844.00	\$5,844.00
28	Wheel Stops	153	EA	\$139.74	\$21,380.22
29	Concrete Curbing	2,800	LF	\$34.43	\$96,404.00
30	Signage	1	LS	\$9,781.00	\$9,781.00
Miscellaneous					
31	Sidewalk	2,100	SY	\$73.94	\$155,274.00
32	Type I Lawns	1	LS	\$17,998.00	\$17,998.00
33	Type II Lawns	1	LS	\$6,489.00	\$6,489.00
34	Force Protection Gates	2	EA	\$53,007.00	\$106,014.00
35	20' Sliding Gates	2	EA	\$5,300.50	\$10,601.00
36	Security Fencing	2,400	LF	\$28.36	\$68,064.00
37	60' Flagpole	1	EA	\$5,985.00	\$5,985.00
38	Retaining Wall	1,000	LF	\$235.65	\$235,650.00

39	Vehicle Wash System	1	LS	\$18,483.00	\$18,483.00
40	Oil Water Seperator	1	EA	\$95,412.00	\$95,412.00
41	Loading Ramp	1	LS	\$115,051.00	\$115,051.00
42	Bollards 8"	24	EA	\$407.42	\$9,778.08
43	Bollards 12"	16	EA	\$1,962.94	\$31,407.04
44	Bollards Removeable	4	EA	\$1,902.75	\$7,611.00
45	Trash Enclosure	1	LS	\$15,605.00	\$15,605.00
46	Chiller Enclosure	1	LS	\$49,698.00	\$49,698.00
47	Bicycle Racks	2	EA	\$1,407.00	\$2,814.00
48	Facility Sign	1	LS	\$11,505.00	\$11,505.00
Water					
49	1.5" PVC Water	120	LF	\$23.32	\$2,798.40
50	2" PVC Water	100	LF	\$31.80	\$3,180.00
51	4" PVC Water	230	LF	\$29.26	\$6,729.80
52	6" PVC Water	2,600	LF	\$30.74	\$79,924.00
53	PIV	1	EA	\$1,960.00	\$1,960.00
54	Fire Hydrant	4	EA	\$3,498.25	\$13,993.00
55	Water vault	1	EA	\$24,913.00	\$24,913.00
Sewer					
56	Manholes, Sanitary Sewer	60	VF	\$243.85	\$14,631.00
57	Frame & Cover, San. Sewer	10	EA	\$456.00	\$4,560.00
58	6" PVC Sanitary Sewer	1,150	LF	\$31.80	\$36,570.00
59	8" PVC Sanitary Sewer	440	LF	\$39.23	\$17,261.20
60	Cleanout, Sanitary Sewer	3	EA	\$556.33	\$1,668.99
61	Manhole Modification, San. Sewer	2	EA	\$1,590.00	\$3,180.00
Gas					
62	Gas Service Lines	1,320	LF	\$11.13	\$14,691.60
63	Gas Regulator	1	EA	\$531.00	\$531.00
Storm Drainage					

64	6" PVC Storm	1,650	LF	\$31.27	\$51,595.50
65	8" PVC Storm	780	LF	\$34.99	\$27,292.20
66	12" PVC Storm	650	LF	\$31.80	\$20,670.00
67	15" PVC Storm	320	LF	\$41.34	\$13,228.80
68	12" HDPE Storm	180	LF	\$34.98	\$6,296.40
69	18" HDPE Storm	1,200	LF	\$43.47	\$52,164.00
70	24" HDPE Storm	210	LF	\$63.08	\$13,246.80
71	42" HDPE Storm	1,160	LF	\$93.30	\$108,228.00
72	42" RCP Storm	126	LF	\$249.13	\$31,390.38
73	Auger Boring & Jacking	1	LS	\$101,773.00	\$101,773.00
74	Type 2 Ditch	1,500	LF	\$6.36	\$9,540.00
75	Type 3 Ditch	680	LF	\$54.06	\$36,760.80
76	Type 4 Ditch	1,400	LF	\$6.78	\$9,492.00
77	18" Junction Box	5	EA	\$1,484.20	\$7,421.00
78	42" Junction Box	2	EA	\$4,267.50	\$8,535.00
79	Type "B" Drop Inlets	14	EA	\$1,144.93	\$16,029.02
80	Type "B" Inlet Grate & Frame	14	EA	\$386.93	\$5,417.02
81	Type "G" Drop Inlets	3	EA	\$2,014.33	\$6,042.99
82	Type "G" Inlet Grate & Frame	3	EA	\$794.67	\$2,384.01
83	10" Yard Drains	4	EA	\$397.75	\$1,591.00
84	12" In-Line Inlets	2	EA	\$424.00	\$848.00
85	Trench Drain & Grate	40	LF	\$106.00	\$4,240.00
86	Concrete Headwall	1	EA	\$7,952.00	\$7,952.00
Power & Communications					
87	Electrical Ductbank Type 1	120	LF	\$42.30	\$5,076.00
88	Electrical Ductbank Type 2	80	LF	\$165.13	\$13,210.40
89	Electrical Ductbank Type 3	120	LF	\$40.14	\$4,816.80
90	Electrical Ductbank Type 4	100	LF	\$74.81	\$7,481.00
91	Transformer Pad	1	LS	\$3,500.00	\$3,500.00

92	Emergency Generator Pad	1	LS	\$3,500.00	\$3,500.00
93	Communications Ductbank Type 1	320	LF	\$63.65	\$20,368.00
94	Communications Ductbank Type 2	190	LF	\$44.52	\$8,458.80
95	Combined Ductbank	230	LF	\$53.54	\$12,314.20
96	Pole Lights & Bases	35	EA	\$3,435.83	\$120,254.05
CIVIL/SITE BASE BID SUB-TOTAL					\$4,235,121.60

BASE BID TOTAL *	\$21,735,688.60
-------------------------	------------------------

* Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID and CIVIL/SITE BASE BID

Alternate Bid Items

Alternate #1 - Military Equipment concrete Paving

18	6" Concrete Paving	6,800	SY	\$50.22	\$341,496.00
21	Free Draining Base	1,600	TN	\$77.30	\$123,680.00
24	Fabric Separation	6,800	SY	\$1.34	\$9,112.00
25	AASHTO #1 (Deduct)	-4,600	TN	\$33.59	-\$154,514.00
23	Fabric, Woven (Deduct)	-6,800	SY	\$4.26	-\$28,968.00
Alternate #1 TOTAL					\$290,806.00

Alternate #2 - South Parking Lot

13	Subgrade Preparation	2,200	SY	\$1.22	\$2,684.00
19	HMA Wearing Course	240	TN	\$113.81	\$27,314.40
20	HMA Base Course	960	TN	\$98.53	\$94,588.80
21	Free Draining Base	675	TN	\$77.30	\$52,177.50
22	Free Draining Base Trench & Piping	420	LF	\$34.21	\$14,368.20
24	Fabric Separation	2,900	SY	\$1.34	\$3,886.00

26	Class 1 Stone	505	TN	\$42.95	\$21,689.75
27	Pavement Marking	1	LS	\$847.00	\$847.00
28	Wheel Stops	69	EA	\$139.74	\$9,642.06
97	Signage	1	LS	\$1,650.00	\$1,650.00
Alternate #2 TOTAL					\$228,847.71
Alternate #3 - Landscaping					
98	Landscaping	1	LS	\$58,161.00	\$58,161.00
Alternate #3 TOTAL					\$58,161.00
Alternate #4 - Eastern Star Improvements					
31	Sidewalk	105	SY	\$73.94	\$7,763.70
38	Retaining Wall	60	LF	\$235.65	\$14,139.00
99	Monument Relocation	1	LS	\$2,280.00	\$2,280.00
100	Stairs	1	LS	\$3,871.00	\$3,871.00
Alternate #4 TOTAL					\$28,053.70
Alternate #5 - Pre-Cast Latrine					
101	Pre-Cast Latrine	1	LS	\$72,794.00	\$72,794.00
102	Pre-Cast Latrine Foundation	1	LS	\$6,095.00	\$6,095.00
31	Sidewalk	46	SY	\$73.94	\$3,401.24
103	1" PVC Water	150	LF	\$23.32	\$3,498.00
49	1.5" PVC Water	340	LF	\$23.32	\$7,928.80
104	Water Meter	1	EA	\$1,500.00	\$1,500.00
56	Manholes, Sanitary Sewer	23	VF	\$243.85	\$5,608.55
57	Frame & Cover, Sanitary Sewer	2	EA	\$456.00	\$912.00
58	6" PVC Sanitary Sewer	380	LF	\$31.80	\$12,084.00
64	6" PVC Storm	300	LF	\$31.27	\$9,381.00
Alternate #5 TOTAL					\$123,202.59
Alternate #6 - Field Fence					

105	24' Double Swing Farm Gate	1	EA	\$1,708.00	\$1,708.00
106	Field Fencing	3,900	LF	\$10.25	\$39,975.00
Alternate #6 TOTAL					\$41,683.00
Alternate #7 - Picnic Shelters					
107	Picnic Shelters	1	LS	\$313,739.00	\$313,739.00
Alternate #7 TOTAL					\$313,739.00
Alternate #8 - Walkway Canopy					
108	Walkway Canopy	1	LS	\$155,950.00	\$155,950.00
Alternate #8 TOTAL					\$155,950.00
Alternate #9 - Sleeping Rooms					
109	Sleeping Rooms	1	LS	\$454,213.00	\$454,213.00
Alternate #9 TOTAL					\$454,213.00
Alternate #10 - Drill Hall Acoustical Ceiling Treatment					
110	Ceiling Treatment	1	LS	\$122,194.00	\$122,194.00
Alternate #10 TOTAL					\$122,194.00
Alternate #11 - Drill Hall Acoustical Wall Treatment					
111	Wall Treatment	1	LS	\$82,529.00	\$82,529.00
Alternate #11 TOTAL					\$82,529.00
Alternate #12 - Kitchen Equipment					
112	Kitchen Equipment	1	LS	\$130,596.00	\$130,596.00
Alternate #12 TOTAL					\$130,596.00
Alternate #13 - Retractable Bleachers					
113	Retractable Bleachers	1	LS	\$9,037.00	\$9,037.00
Alternate #13 TOTAL					\$9,037.00
Alternate #14 - Secondary Entrance Canopies					
114	Canopies	1	LS	\$27,886.00	\$27,886.00

				Alternate #14 TOTAL	\$27,886.00
Alternate #15 - CCTV Equipment					
115	CCTV Equipment	1	LS	\$49,397.00	\$49,397.00
				Alternate #15 TOTAL	\$49,397.00
Alternate #16 - North Entrance Facility Sign					
48	Facility Sign	1	LS	\$26,438.00	\$26,438.00
				Alternate #16 TOTAL	\$26,438.00
Alternate #17 - Fencing & Gate Upgrade					
116	Fencing & Gate Upgrade	1	LS	\$16,400.00	\$16,400.00
				Alternate #17 TOTAL	\$16,400.00
Alternate #18 - Air Compressors					
117	Air Compressors	1	LS	\$25,057.00	\$25,057.00
				Alternate #18 TOTAL	\$25,057.00
				ALTERNATE BID ITEM TOTAL	\$2,184,190.00
				TOTAL COST WITH ALTERNATES	\$23,919,878.60

END OF SECTION II



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
DEFK10009

PAGE
1

RECEIVED
 BBL CARLTON, LLC
 2009 NOV 16 PM 2:19

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

VENDOR

*30610227 304-345-1300
 BBL CARLTON LLC
 900 LEE STREET
 SUITE 1400
 CHARLESTON WV 25301

SHIP TO

DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: 12/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20 (BASE BID)		\$ 21,735,688.60
<p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT A 65,000 SQUARE FEET ARMED FORCES RESERVE CENTER FOR THE WV NATIONAL GUARD, MILLWOOD, WV, PER THE SPECIFICATIONS.</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 12/1/2009; 1:30 PM. LOCATION: THE FORMER EASTERN STAR BUILDING, 3050 POINT PLEASANT ROAD (RT.2), MILLWOOD, WV 25262. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith D. McClanahan</i>	TELEPHONE 304-345-1300	DATE 12-18-09
TITLE Senior Vice President	FEIN 31-1540-659	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
DEFK10009

PAGE
2

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

PURCHASER	*306102227 304-345-1300
	BBL CARLTON LLC
	900 LEE STREET
	SUITE 1400
	CHARLESTON WV 25301

SHIP TO	DIV ENGINEERING & FACILITIES JOBSITE SEE SPECIFICATIONS
---------	---

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: 12/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Keith A. McClanahan</i>	TELEPHONE 304-345-1300	DATE 12-18-09	
TITLE Senior Vice President	FEIN 31-1540-659	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
DEFK10009

PAGE
3

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

*306102227 304-345-1300

BBL CARLTON LLC
 900 LEE STREET
 SUITE 1400
 CHARLESTON WV 25301

DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: 12/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR JACKSON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Keith A. McClanahan</i>	304-345-1300	12-18-09

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Senior Vice President	31-1540-659	

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
DEFK10009

PAGE
5

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

***306102227** 304-345-1300
BBL CARLTON LLC
900 LEE STREET
SUITE 1400
CHARLESTON WV 25301

DIV ENGINEERING & FACILITIES
JOBSITE
SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: **12/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	GAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Keith D. McClanahan</i>	304-345-1300	12-18-09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Senior Vice President	31-1540-659	

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
DEFK10009

PAGE
6

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

VENDOR

*306102227 304-345-1300
 BBL CARLTON LLC
 900 LEE STREET
 SUITE 1400
 CHARLESTON WV 25301

SHIP TO

DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: **12/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1 12/04/09 NO. 2 12/09/09 NO. 3 NO. 4 </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Keith A. McCluskey</i>	304-345-1300	12-18-09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Senior Vice President	31-1540-659		

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
DEFK10009

PAGE
7

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

VENDOR

*306102227 304-345-1300
 BBL CARLTON LLC
 900 LEE STREET
 SUITE 1400
 CHARLESTON WV 25301

SHIP TO

DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: 12/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Keith A. McClanahan</i>SIGNATURE (Keith A. McClanahan) BBL Carlton, LLCCOMPANY 12/18/09DATE</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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Keith A. McClanahan</i>	304-345-1300	12-18-09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Senior Vice President	31-1540-659		

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
DEFK10009

PAGE
8

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

*306102227 304-345-1300
 BBL CARLTON LLC
 900 LEE STREET
 SUITE 1400
 CHARLESTON WV 25301

DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: **12/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: BBL Carlton, LLC</p> <p>CONTRACTORS LICENSE NO.: ..WV028886.....</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 style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith A. McClanahan</i>	TELEPHONE 304-345-1300	DATE 12-18-09
TITLE Senior Vice President	FEIN 31-1540-659	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
DEFK10009

PAGE
10

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

VENDOR

*306102227 304-345-1300
 BBL CARLTON LLC
 900 LEE STREET
 SUITE 1400
 CHARLESTON WV 25301

SHIP TO

DIV ENGINEERING & FACILITIES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/12/2009				

BID OPENING DATE: **12/17/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEF10009 ***** TOTAL: (BASE BID)						<u>\$21,735,688.60</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith A. McCluskey</i>	TELEPHONE 304-345-1300	DATE 12-18-09
TITLE Senior Vice President	FEIN 31-1540-659	ADDRESS CHANGES TO BE NOTED ABOVE

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

ADVERTISEMENT FOR BIDS

Sealed bids for **Ripley Armed Forces Reserve Center** will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until the time and date listed in the State's Request for Quotations. Bids will be opened and publicly read aloud at that time.

The bidding documents consist of the Request for Quotations, plans, and specifications. The Request for Quotations can be obtained by contact the WV Purchasing Division Bid Request Line at (304) 558-2063, or in writing by contacting the address listed below.

Request for Quotations may be obtained by contacting:

State Of West Virginia
Department Of Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305

One set of Bidding Documents for this project may be obtained by qualified prime bidders from the office of ZMM, Inc. 222 Lee Street, West, Charleston, WV 25302 (304) 342-0159 (telephone), (304) 345-8144 (fax). A deposit of \$300.00, payable to ZMM, Inc., will be required for each set of documents. Deposits will be refunded if bidding documents are returned to the Architect in good condition within 10 days of bid date. Bidders will be responsible for cost of shipping and handling.

Sub-contractors and suppliers may purchase complete sets of bidding documents from Charleston Blueprint, Inc. 1203 Virginia Street East, Charleston, WV 25301 (304) 343-1063.

Bidding documents may also be examined at the Architect's office or at one of the following locations during regular business hours:

Kan. Valley Builder's Assoc. 1627 Bigley Avenue Charleston, WV 25302 304-342-7141	McGraw-Hill/F. W. Dodge 437 19 th Street Dunbar, WV 25064 304-766-6880/FAX 304-766-6882	Contractors Association of WV 2114 Kanawha Boulevard East Charleston, WV 25311 304-342-1166/FAX 304-342-1074
Parkersburg/Marietta Contractor's Association 4424-B Emerson Avenue Parkersburg, WV 26104 304- 484-6485/ FAX 304-428-7622	Reed Construction Data 30 Technology Parkway South Suite 100 Norcross, GA 30092 770-417-4000/ FAX 770-849-6475	Construction Employers Assoc. of North Central WV, 2794 White Hall Blvd. White Hall, WV 26554 304-367-1290/FAX304-367-0126

A pre-bid conference will be held at the project site at the date and time listed in the State's Request for Quotations. Attendance at pre-bid conference is mandatory for all prime bidders.

**DOCUMENT 00100
INSTRUCTIONS TO BIDDERS**

1. Pre-Bid Conference

A pre-bid conference will be held at the time stipulated in the "Request for Quotations" at the site. Attendance at pre-bid conference is mandatory for prime bidders only. One copy of any addendum will be provided to those in attendance at the pre-bid only.

2. Receipt and Opening of Bids

Bids shall be properly executed and submitted according to instructions in the Request for Quotations.

The OWNER may consider informal any bid not prepared and submitted in accordance with these provisions and may waive any informalities in or reject any and all bids.

3. Bidder's Representations

By submitting a Bid, the Bidder represents that:

1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the Bidding Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
2. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed.
3. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
4. The Bidder and all workers, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the Bidding Documents.
5. The Bid is based solely upon the Bidding Documents, including properly issued written addenda, and not upon any other written representation.
6. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the Bid figure.

If any Bidder is in doubt as to the true meaning of any part of the Bidding Documents, the Bidder may submit to the Purchasing Division a written request for an interpretation thereof. The Bidder will be responsible for its prompt and actual delivery. An interpretation of Bidder's request will be made only by addenda. Questions regarding the bid process may be submitted to the State Purchasing Division at any time.

4. Preparation of Bid

Each bid should be submitted on the prescribed form and in accordance with the Director of West Virginia Purchasing Division's requirements. All blank spaces for bid prices should be filled in, in ink or typewritten, in both words and figures.

Each bid should be submitted to the Director of Purchasing, Department of Administration, in accordance with purchasing regulations.

materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising thereunder. (See sample of Performance Bond-Labor and Material Payment Bond at conclusion of Information For Bidders). Bond forms must be submitted to the Purchasing Division within seven (7) calendar days of the bid opening.

10. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Sales and Use Tax: This project is not exempt from state sales and use taxes.

12. Substitutions

Requests for approval of substitutions must be received by the Purchasing Division, by the date specified in the Request For Quotations for the submission of technical questions. To ensure clarity of the requests, faxed requests should not be submitted; vendors should submit said requests in writing by mail, hand deliver or email john.h.abbott@wv.gov.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when submitted with a completed "Request for Substitution (Prior to Bid)" form. Substitution requests must be accompanied by manufacturer's original product data information. Reproduced copies of manufacturer's product data will not be permitted and will be rejected. Burden of proof of merit of requested substitution is upon submitter; modifications of provisions of the Request for Substitution Form shall be stated on Contractor's letterhead and attached with request form and other attachments.

Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All items allowed by Addenda are subject to full provisions of original Bidding Documents, including all modifications thereto and shall be warranted as substitutions conforming with the Bidding Documents.

13. List of Proposed Subcontractor and equipment/Material Suppliers

The successful vendor should submit a listing of all subcontractors and all major equipment/material suppliers, along with the contractor's license number for each subcontractor, to the Purchasing Division within ten (10) working days of the award of the Contract. This information is to be provided on the "List of Proposed Subcontractors, Equipment/Material Suppliers." Only one subcontractor or equipment/material supplier may be listed for each work area. The successful vendor should establish the reliability and responsibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work, and verify availability of proposed subcontractors. The successful vendor may be requested within thirty (30) calendar days after award of the contract to furnish to the Purchasing Division a more detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof.

REQUEST FOR SUBSTITUTION (PRIOR TO BID)

This form must be submitted by a prime Bidder. Submissions by sub-bidders, suppliers or product representatives will not be accepted.

Instructions:

1. Include product description, manufacturer's specifications, drawings, photographs, performance and test data adequate for evaluation of the request.
2. Include description of changes, if any, to Contract Documents required for the proper installation of proposed substitution.
3. When more than one model or system is shown on data submitted, identify specific product, including model or system and all applicable accessories to be proposed as a substitute.

To: **WV Purchasing Division,
ATTN: John Abbott, Buyer Supervisor
2019 Washington Street,
Charleston, WV 25305**

Date: _____

Project: _____

Section: _____

Article: _____

Specified Product/Manufacturer: _____

Proposed Substitute: _____

The undersigned certifies that the following statements, unless modified on attachments, are correct:

1. The function, appearance, quality and warranty of the proposed substitution are equivalent or superior to the specified product or system.
2. The proposed substitution does not affect dimensions shown on Drawings.
3. The proposed substitution shall not change the building design, engineering design or detailing.
4. The proposed substitution shall have no adverse effect on other trades, the construction schedule or specified warranty requirements.
5. Maintenance and service parts shall be available for the proposed substitution.

Submitted by:

Architect/Engineer's Review Comments:

Signature/Title: _____

___ Accepted ___ Accepted As Noted

Prime Bidder: _____

___ Not Accepted ___ Received Too Late

Address: _____

___ Not a Substitutable Item

Signature: _____

Telephone: _____

Review Date: _____

Attachments

BID FORM

***SEE ATTACHED BID FORM
PROVIDED IN ADDEN. #2***

SECTION I - BASE BID AND ALTERNATES

DATED: _____
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV _____

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

The Ripley Armed Forces Reserve Center West Virginia Army National Guard Millwood, Jackson County, West Virginia

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

BASE BID:

For the sum of: _____
_____ (\$ _____):

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Refer to Section 01030 "Alternates" for description of Alternates.

Alternate Bid No. 1: Military Equipment Concrete Paving

ADD the sum of: _____
_____ (\$ _____):

Alternate Bid No. 2: South Parking Lot

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 3: Landscaping

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 4: Eastern Star Improvements

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 5: Pre-Cast Latrine

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 6: Field Fence

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 7: Picnic Shelters

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 8: Walkway Canopy

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 9: Sleeping Rooms

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 10: Drill Hall Acoustical Ceiling Treatment

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 11: Drill Hall Acoustical Wall Treatment

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 12: Kitchen Equipment

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 13: Retractable Bleachers

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 14: Secondary Entrance Canopies

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 15: CCTV Equipment

ADD the sum of: _____
_____ (\$ _____).

Alternate Bid No. 16: North Entrance Facility Sign

ADD the sum of: _____
 _____ (\$ _____).

If awarded contract on Base Bid and Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) in 545 days. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Supplemental Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

 Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests; transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount

of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

SIGNATURE OF BIDDER:

Firm: _____

By: _____

Address: _____

Title: _____

Address: _____

Phone: _____

Address: _____

Fax: _____

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

The Architect shall be notified if the Bidder's takeoff varies significantly from the estimated quantities.

Bid items with the same number must include the same unit price.

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Primary Facility Base Bid					
1	Armed Forces Reserve Center	1	LS		
2	Maintenance Facility	1	LS		
3	Unheated Storage Building	1	LS		
PRIMARY FACILITY BASE BID SUB-TOTAL					
Project Administration/Quality Control Base Bid					
4	Mobilization/Demobilization	1	LS		
5	General Administration	1	LS		
6	Project Quality Control	1	LS		
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL					
Civil/Site Base Bid					
Site Preparation					
7	Site Preparation	1	LS		
8	Building Demolition	1	LS		
9	Sediment and Erosion Control	1	LS		
10	Retention Pond	1	LS		
Earthwork					
11	Unclassified Excavation	84,000	CY		
12	Subgrade Preparation	12,000	SY		
13	Soil Drying	300	TN		
14	Soil Conditioning	3,000	SY		
15	Over-Excavation	1,000	SY		
16	6" Subsurface Drains	200	LF		
Roads					
17	6" Concrete Paving	5,000	SY		
18	HMA Wearing Course	940	TN		
19	HMA Base Course	3,100	TN		
20	Free Draining Base	3,800	TN		
21	Free Draining Base Trench and Piping	3,200	LF		

22	Fabric Woven	11,100	SY		
23	Fabric Separation	17,000	SY		
24	AASHTO #1	7,530	TN		
25	Class 1 Stone	2,900	TN		
26	Pavement Marking	1	LS		
27	Wheel Stops	153	EA		
28	Concrete Curbing	2,800	LF		
29	Signage	1	LS		
Miscellaneous					
30	Sidewalk	2,100	SY		
31	Type I Lawns	1	LS		
32	Type II Lawns	1	LS		
33	Force Protection Gates	2	EA		
34	20' Sliding Gates	2	EA		
35	Security Fencing	2,400	LF		
36	60' Flagpole	1	EA		
37	Retaining Wall	1,000	LF		
38	Vehicle Wash System	1	LS		
39	Oil/Water Separator	1	EA		
40	Loading Ramp	1	LS		
41	Bollards 8"	24	EA		
42	Bollards 12"	16	EA		
43	Bollards Removeable	4	EA		
44	Trash Enclosure	1	LS		
45	Chiller Enclosure	1	LS		
46	Bicycle Racks	2	EA		
47	Facility Sign	1	LS		
Water					
48	1.5" PVC Water	120	LF		
49	2" PVC Water	100	LF		
50	4" PVC Water	230	LF		
51	6" PVC Water	2,600	LF		
52	PIV	1	EA		
53	Fire Hydrant	4	EA		
54	Water Vault	1	EA		
Sewer					
55	Manholes, Sanitary Sewer	60	VF		
56	Frame and Cover, Sanitary Sewer	10	EA		
57	6" PVC Sanitary Sewer	1,150	LF		
58	8" PVC Sanitary Sewer	440	LF		
59	Cleanout, Sanitary Sewer	3	EA		
60	Manhole Modification, Sanitary Sewer	2	EA		
Gas					
61	Gas Service Lines	1,320	LF		

62	Gas Regulator	1	EA		
Storm Drainage					
63	6" PVC Storm	1,650	LF		
64	8" PVC Storm	780	LF		
65	12" PVC Storm	650	LF		
66	15" PVC Storm	320	LF		
67	12" HDPE Storm	180	LF		
68	18" HDPE Storm	1,200	LF		
69	24" HDPE Storm	210	LF		
70	42" HDPE Storm	1,160	LF		
71	42" RCP Storm	126	LF		
72	Auger Boring and Jacking	1	LS		
73	Type 2 Ditch	1,500	LF		
74	Type 3 Ditch	680	LF		
75	Type 4 Ditch	1,400	LF		
76	18" Junction Box	5	EA		
77	42" Junction Box	2	EA		
78	Type "B" Drop Inlets	14	EA		
79	Type "B" Inlet Grate and Frame	14	EA		
80	Type "G" Drop Inlets	3	EA		
81	Type "G" Inlet Grate and Frame	3	EA		
82	10" Yard Drains	4	EA		
83	12" In-Line Inlets	2	EA		
84	Trench Drain and Grate	40	LF		
85	Concrete Headwall	1	EA		
Power and Communications					
86	Electrical Duct Bank Type 1	120	LF		
87	Electrical Duct Bank Type 2	80	LF		
88	Electrical Duct Bank Type 3	120	LF		
89	Electrical Duct Bank Type 4	100	LF		
90	Transformer Pad	1	LS		
91	Emergency Generator Pad	1	LS		
92	Communications Duct Bank Type 1	320	LF		
93	Communications Duct Bank Type 2	190	LF		
94	Combined Duct Bank	230	LF		
95	Pole Lights and Bases	???	EA		
CIVIL/SITE BASE BID SUB-TOTAL					

BASE BID TOTAL*				
------------------------	--	--	--	--

*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.

Alternate Bid Items					
Alternate #1 - Military Equipment Concrete Paving					
17	6" Concrete Paving	6,800	SY		
20	Free Draining Base	1,600	TN		
23	Fabric Separation	6,800	SY		
24	AASHTO #1 (Deduct)	-4,600	TN		
22	Fabric, Woven (Deduct)	-6,800	SY		
Alternate #1 Total					
Alternate #2 - South Parking Lot					
12	Subgrade Preparation	2,200	SY		
18	HMA Wearing Course	240	TN		
19	HMA Base Course	960	TN		
20	Free Draining Base	675	TN		
21	Free Draining Base Trench and Piping	420	LF		
23	Fabric Separation	2,900	SY		
25	Class 1 Stone	505	TN		
26	Pavement Marking	1	LS		
27	Wheel Stops	69	EA		
96	Signage	1	LS		
Alternate #2 Total					
Alternate #3 - Landscaping					
97	Landscaping	1	LS		
Alternate #3 Total					
Alternate #4 - Eastern Star Improvements					
30	Sidewalk	105	SY		
37	Retaining Wall	60	LF		
98	Monument Relocation	1	LS		
99	Stairs	1	LS		
Alternate #4 Total					

Alternate #5 - Pre-Cast Latrine					
100	Pre-Cast Latrine	1	LS		
101	Pre-Cast Latrine Foundation	1	LS		
30	Sidewalk	46	SY		
102	1" PVC Water	150	LF		
48	1.5" PVC Water	340	LF		
103	Water Meter	1	EA		
55	Manholes, Sanitary Sewer	23	VF		
56	Frame and Cover, Sanitary Sewer	2	EA		
57	6" PVC Sanitary Sewer	380	LF		
63	6" PVC Storm	300	LF		
Alternate #5 Total					
Alternate #6 - Field Fence					
104	24' Double Swing Farm Gate	1	EA		
105	Field Fencing	3,900	LF		
Alternate #6 Total					
Alternate #7 - Picnic Shelters					
106	Picnic Shelters	1	LS		
Alternate #7 Total					
Alternate #8 - Walkway Canopy					
107	Walkway Canopy	1	LS		
Alternate #8 Total					
Alternate #9 - Sleeping Rooms					
108	Sleeping Rooms	1	LS		
Alternate #9 Total					
Alternate #10 - Drill Hall Acoustical Ceiling Treatment					
109	Ceiling Treatment	1	LS		
Alternate #10 Total					

Alternate #11 - Drill Hall Acoustical Wall Treatment					
110	Wall Treatment	1	LS		
Alternate #11 Total					
Alternate #12 - Kitchen Equipment					
111	Kitchen Equipment	1	LS		
Alternate #12 Total					
Alternate #13 - Retractable Bleachers					
112	Retractable Bleachers	1	LS		
Alternate #13 Total					
Alternate #14 - Secondary Entrance Canopies					
113	Canopies	1	LS		
Alternate #14 Total					
Alternate #15 - CCTV Equipment					
114	CCTV Equipment	1	LS		
Alternate #15 Total					
Alternate #16 - North Entrance Facility Sign					
47	Facility Sign	1	LS		
Alternate #16 Total					
ALTERNATE BID ITEM TOTAL					
TOTAL COST WITH ALTERNATES					

END OF SECTION II

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

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

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: BBL Carlton, LLCAuthorized Signature:  Date: 12-18-09



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

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

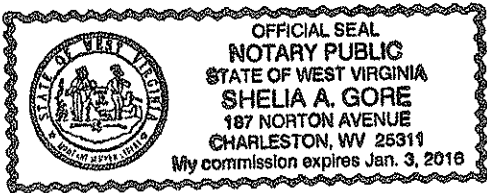
I, Keith A. McClanahan, after being first duly sworn, depose and state as follows:

- 1. I am an employee of BBL Carlton, LLC; and,
2. I do hereby attest that BBL Carlton, LLC

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.

BBL Carlton, LLC
(Company Name)



By: Keith A. McClanahan
(Keith A. McClanahan)

Title: Senior Vice President

Date: 12/18/09

Taken, subscribed and sworn to before me this 18th day of December 2009.

By Commission expires Jan. 3, 2016

(Seal)

Shelia A. Gore
(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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	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 CONTRACTOR'S NAME AND ADDRESS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURERS AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER B: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER C: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: INSURER'S NAME		INSURER B: INSURER'S NAME		INSURER C: INSURER'S NAME		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: INSURER'S NAME													
INSURER B: INSURER'S NAME													
INSURER C: INSURER'S NAME													
INSURER D:													
INSURER E:													

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADOL	L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A				GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A				AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
				GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B				EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
				OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Employers liability includes coverage for W. Va. Code §23-4-2 (Mandolidis). Owner, Architect and Architect's Consultants are to be named as additional insureds. (Insert project's name and address)

CERTIFICATE HOLDER STATE AGENCY'S NAME AND ADDRESS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

ACORD™ CERTIFICATE OF PROPERTY INSURANCE		DATE
PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	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. COMPANIES AFFORDING COVERAGE	
INSURED CONTRACTOR'S NAME AND ADDRESS	COMPANY A INSURER'S NAME	
	COMPANY B	
	COMPANY C	
	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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	\$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY Inst/Builder's Risk CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER	(if applicable)			<input checked="" type="checkbox"/> BUILDING <input checked="" type="checkbox"/> TRANSIT <input checked="" type="checkbox"/> OFF-SITE <input type="checkbox"/> STORAGE	CONTRACT AMT \$ 20% \$ 20% \$ \$
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$
	<input type="checkbox"/> OTHER					\$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

 PROJECT NAME AND ADDRESS

SPECIAL CONDITIONS/OTHER COVERAGES

 Owner is to be named as additional insured.

CERTIFICATE HOLDER

 STATE AGENCY'S NAME AND ADDRESS

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

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

This Certificate of Insurance 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.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety Incorporation
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E), as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) 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 (M)

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 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 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 hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(U) Surety Corporate Seal

(Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) 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

NOW THEREFORE,

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

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

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

RECEIVED
BBL CARLTON, LLC

2009 DEC 16 AM 10:18

The West Virginia Army
Agency National Guard
REQ.P.O# DEFK10009

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, BBL-CARLTON, LLC
of 900 Lee Street, Charleston, WV 25301, as Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
of One Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, CT, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of Five Percent of Attached 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 RFQ No. DEFK10009, West Virginia Army National Guard, Construction of the Ripley Armed Forces Reserve Center, Millwood, Jackson 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 Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 18th day of December, 20 09.

Principal Corporate Seal

BBL-CARLTON, LLC
(Name of Principal)

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

Kevin J. Gleason, Authorized Agent of BBL, LLC, Member of BBL-Carlton, LLC
(Title)

Surety Corporate Seal

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
(Name of Surety)

[Signature]
Attorney-in-Fact
C.E. Antoinette, Attorney-in-Fact

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

COUNTERSIGNED BY WEST VIRGINIA RESIDENT AGENT


By: [Signature]

Travelers Casualty and Surety Company of America
Hartford, CT 06183

ATTORNEY-IN-FACT JUSTIFICATION
PRINCIPAL'S ACKNOWLEDGMENT - IF A LIMITED LIABILITY COMPANY

STATE OF NEW YORK)
 SS:
COUNTY OF ALBANY)

On this 18th day of December, 2009, before me personally came Kevin J. Gleason, to me known, who, being by me duly sworn, did depose and say that he resides in Altamont, New York; that he is Authorized Agent of BBL LLC, Member of BBL-Carlton, LLC, a Limited Liability Company, the Company described in and which executed the foregoing instrument; that he executed the foregoing instrument as the act and deed of said Company; and that he had the requisite authority to do so.




Rensselaer County
Comm. Exp. 12/18/2010

SURETY COMPANY'S ACKNOWLEDGMENT

State of New York,
County of Albany) ^{ss.}

On this 18th day of December, 2009, before me personally appeared C.E Antoinette; to me known, who, being by me duly sworn, did depose and say: That he/she resides in the City of Albany, New York ; that he is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created, organized and existing under and by virtue of the laws of the State of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.



Rensselaer County
Comm. Exp. 12/18/2010

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2008

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 146,779,723	UNEARNED PREMIUMS	\$ 846,309,219
BONDS	3,452,929,381	LOSSES	822,955,804
STOCK	7,586,626	LOSS ADJUSTMENT EXPENSES	276,222,162
INVESTMENT INCOME DUE AND ACCRUED	46,660,631	COMMISSIONS	52,167,066
PREMIUM BALANCES	303,562,195	TAXES, LICENSES AND FEES	43,371,400
NET DEFERRED TAX ASSET	40,073,233	OTHER EXPENSES	29,247,064
REINSURANCE RECOVERABLE	12,426,353	FUNDS HELD UNDER REINSURANCE TREATIES	105,982,816
OTHER ASSETS	86,225,430	CURRENT FEDERAL AND FOREIGN INCOME TAXES	104,163,980
		REMITTANCES AND ITEMS NOT ALLOCATED	57,573,235
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	31,564,808
		RETROACTIVE REINSURANCE RESERVE	11,097,864
		POLICYHOLDER DIVIDENDS	9,606,141
		PROVISION FOR REINSURANCE	5,462,296
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(46,467,530)
		OTHER ACCRUED EXPENSES AND LIABILITIES	11,021,928
		TOTAL LIABILITIES	\$ 2,361,267,253
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	1,425,676,916
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 1,734,976,318
TOTAL ASSETS	\$ 4,096,243,572	TOTAL LIABILITIES & SURPLUS	\$ 4,096,243,572

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD)SS.
 CITY OF HARTFORD)

ERIC B. BRUDER, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2008.



CHIEF FINANCIAL OFFICER - BOND & FINANCIAL PRODUCTS



NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 17th DAY OF APRIL, 2009



MARIE C. TETREAUULT
Notary Public
 My Commission Expires June 30, 2011

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. 220135

Certificate No. 003195456

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

C. C. Leach, F. E. O'Brien Jr., K. J. Furlong, P. J. Clyne, T. M. Tyrrell, T. R. Tyrrell, C. E. Antoinette, and E. J. Canterbury

of the City of Albany, State of New York, 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 24th day of June, 2008.

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: George W. Thompson, Senior Vice President

On this the 24th day of June, 2008, 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, 2011.



Marie C. Tetreault, Notary Public

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of
_____ Dollars (_____),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for

_____ in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off,
satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the
CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner
and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens
which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it
shall remain in full force and effect.

Signed and sealed this * _____ day of _____ 20 _____

Principal Raised Corporate Seal (MUST BE AFFIXED) _____ (Seal)
(Contractor Name)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager or Member)

_____ (Title)

Surety Raised Corporate Seal (MUST BE AFFIXED) _____ (Surety)

BY: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory.
Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal 7: _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal 17: _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal 27: _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner
of Execution Approved

Attorney General

This _____ day of _____ 20 _____.

By: _____
(Deputy Attorney General)

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) THROUGH (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) THROUGH (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Raised seal must be affixed.**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____

Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20 _____ .

Principal Raised Corporate Seal (MUST BE AFFIXED) _____ (Seal)
(Contractor Name)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager or Member)

(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED) _____ (Seal)
(Surety)

BY: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory.
Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be
completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

1. STATE OF _____
2. County of _____ to-wit:
3. I, _____, a Notary Public in and for the
4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5. Given under my hand this _____ day of _____ 20 _____
6. Notary Seal
7. _____
(Notary Public)
8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9. STATE OF _____
10. County of _____ to-wit:
11. I, _____, a Notary Public in and for the
12. county and state aforesaid, do hereby certify that _____
13. who as, _____ signed the foregoing writing for
14. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
15. Given under my hand this _____ day of _____ 20 _____
16. Notary Seal
17. _____
(Notary Public)
18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19. STATE OF _____
20. County of _____ to-wit:
21. I, _____, a Notary Public in and for the
22. county and state aforesaid, do hereby certify that _____
23. who as, _____ signed the foregoing writing for
24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
25. Given under my hand this _____ day of _____ 20 _____
26. Notary Seal
27. _____
(Notary Public)
28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner
of Execution Approved

Attorney General

This _____ day of _____ 20 _____.

By: _____
(Deputy Attorney General)

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. Notaries must:

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Raised seal must be affixed.**

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____
Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, for a period of two (2) years from and after the date
of completion and acceptance of same by Owner, replace any and all defects arising in the Work, whether resulting from defective materials or
defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.
Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations
thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the CONTRACT in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to
complete the CONTRACT in accordance with its terms and conditions in a timely manner.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of
Owner.

Signed and sealed this * _____ day of _____ 20 _____

Principal Raised Corporate Seal (MUST BE AFFIXED)

(Contractor Name)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager or Member)

(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED)

(Surety)

BY: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory.
Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond.

*Power of Attorney must be certified on this date or later.

ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

- 1. STATE OF _____
- 2. County of _____ to-wit:
- 3. I, _____, a Notary Public in and for the
- 4. county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
- 5. Given under my hand this _____ day of _____ 20 _____
- 6. Notary Seal
- 7. _____
(Notary Public)
- 8. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

- 9. STATE OF _____
- 10. County of _____ to-wit:
- 11. I, _____, a Notary Public in and for the
- 12. county and state aforesaid, do hereby certify that _____
- 13. who as, _____ signed the foregoing writing for
- 14. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 15. Given under my hand this _____ day of _____ 20 _____
- 16. Notary Seal
- 17. _____
(Notary Public)
- 18. My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

- 19. STATE OF _____
- 20. County of _____ to-wit:
- 21. I, _____, a Notary Public in and for the
- 22. county and state aforesaid, do hereby certify that _____
- 23. who as, _____ signed the foregoing writing for
- 24. _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 25. Given under my hand this _____ day of _____ 20 _____
- 26. Notary Seal
- 27. _____
(Notary Public)
- 28. My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner
of Execution Approved

Attorney General

This _____ day of _____ 20 _____

By: _____

(Deputy Attorney General)

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) THROUGH (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) THROUGH (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal.
7. Notary affixes his/her signature.
8. Notary enters commission expiration date.

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions.
12. Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation.
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal.
17. Notary affixes his/her signature.
18. Notary enters commission expiration date.

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County.
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company.
23. Enter Title of person binding Surety Company.
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date.
26. Affix Notary Seal.
27. Notary affixes his/her signature.
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations.
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile).
- e. **Raised seal must be affixed.**