



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
DEF10009

PAGE
1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Swope Construction Co.
 1325 Bluefield Avenue
 Bluefield, WV 24701

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		
<p>BUILDING CONSTRUCTION</p> <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</p> <p>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>						

RECEIVED
 2009 DEC 18 PM 1:24
 WV PURCHASING DIVISION

SIGNATURE				SEE REVERSE SIDE FOR TERMS AND CONDITIONS	
<i>Clayton Swope</i>		TELEPHONE	304-325-8146	DATE	12/18/09
TITLE	President	FEIN	55-0683907	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.



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<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>Charles Swope</i>	TELEPHONE 304-325-8146	DATE 12/18/09
TITLE President	FERN 55-0683907	ADDRESS CHANGES TO BE NOTED ABOVE

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<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 <i>Clayton Swope</i>			TELEPHONE 304-325-8146		DATE 12/18/09	
TITLE President		FAX 55-0683907		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL</p>						

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<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 <i>C. Andrew Swope</i>			TELEPHONE 304-325-8146		DATE 12/18/09	
TITLE President		FAX 55-0683907		ADDRESS CHANGES TO BE NOTED ABOVE		

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<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> <table border="0"> <tr> <td>NO. 1</td> <td>12/4/09</td> <td>.....</td> </tr> <tr> <td>NO. 2</td> <td>12/9/09</td> <td>.....</td> </tr> <tr> <td>NO. 3</td> <td></td> <td>.....</td> </tr> <tr> <td>NO. 4</td> <td></td> <td>.....</td> </tr> </table>							NO. 1	12/4/09	NO. 2	12/9/09	NO. 3		NO. 4	
NO. 1	12/4/09																
NO. 2	12/9/09																
NO. 3																	
NO. 4																	

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SIGNATURE <i>Charles Swope</i>	TELEPHONE 304-325-8146	DATE 12/18/09
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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 VENDDR'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>Chandler Swope</i>.....SIGNATURE Chandler Swope, President Swope Construction Co.....COMPANY 12/18/09.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p>						

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SIGNATURE <i>Chandler Swope</i>	TELEPHONE 325-8146	DATE 12/18/09
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POSTAL SERVICE

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<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Swope Construction Co.</p> <p>CONTRACTORS LICENSE NO.: WV#001642</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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SIGNATURE <i>Chadler</i>	TELEPHONE 304-525-8146	DATE 12/18/09
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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT (32)-----		
REQ. NO.:				DEFK10009-----		
BID OPENING DATE:				12/17/2009-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (304) 327-9444						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Ron Mallory						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ron Mallory</i>	TELEPHONE 304-325-8146	DATE 12/18/09
TITLE President	FAX 55-0683907	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
DEF10009

PAGE
10

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Swope Construction Co.
 1325 Bluefield Avenue
 Bluefield, WV 24701

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:						\$24,498,783
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Charles Swope</i>				TELEPHONE 304-5325-8146	DATE 12/18/09	
TITLE President		FEIN 55-0683907		ADDRESS CHANGES TO BE NOTED ABOVE		

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

BID FORM

SECTION I – BASE BID AND ALTERNATES

DATED: December 18, 2009
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 001642

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: Fourteen Million Six Hundred Fifty Seven
THOUSAND DOLLARS (\$14,657,000).

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: One Hundred Eighty Four Thousand Six Hundred
Dollars (\$184,600).

Alternate Bid No. 2: South Parking Lot

ADD the sum of: Two Hundred Thirty Nine Thousand Two
Hundred One Dollars (\$ 239,201).

Alternate Bid No. 3: Landscaping

ADD the sum of: Thirty One Thousand Dollars
 _____ (\$ 31,000).

Alternate Bid No. 4: Eastern Star Improvements

ADD the sum of: Twenty Six Thousand Eight Hundred Fifty
Dollars (\$ 26,850).

Alternate Bid No. 5: Pre-Cast Latrine

ADD the sum of: One Hundred Forty Nine Thousand Three
Hundred Five Dollars (\$ 149,305).

Alternate Bid No. 6: Field Fence

ADD the sum of: Thirty Three Thousand Three Hundred Dollars
 _____ (\$ 33,300).

Alternate Bid No. 7: Picnic Shelters

ADD the sum of: Three Hundred Fifty Thousand Dollars
 _____ (\$ 350,000).

Alternate Bid No. 8: Walkway Canopy

ADD the sum of: One Hundred Fifty Thousand Dollars
 _____ (\$ 150,000).

Alternate Bid No. 9: Sleeping Rooms

ADD the sum of: Four Hundred Ninety Thousand Dollars
 _____ (\$490,000 _____).

Alternate Bid No. 10: Drill Hall Acoustical Ceiling Treatment

ADD the sum of: One Hundred Twenty Thousand Dollars
 _____ (\$120,000 _____).

Alternate Bid No. 11: Drill Hall Acoustical Wall Treatment

ADD the sum of: Seventy Eight Thousand Dollars
 _____ (\$78,000 _____).

Alternate Bid No. 12: Kitchen Equipment

ADD the sum of: One Hundred Twenty Five Thousand Dollars
 _____ (\$125,000 _____).

Alternate Bid No. 13: Retractable Bleachers

ADD the sum of: One Hundred Forty Two Thousand Dollars
 _____ (\$142,000 _____).

Alternate Bid No. 14: Secondary Entrance Canopies

ADD the sum of: Forty Two Thousand Dollars
 _____ (\$42,000 _____).

Alternate Bid No. 15: CCTV Equipment

ADD the sum of: Sixty Five Thousand Dollars
 _____ (\$65,000 _____).

Alternate Bid No. 16: North Entrance Facility Sign

ADD the sum of: Eleven Thousand Dollars
 _____ (\$11,000 _____).

Alternate Bid No. 17: Fencing and Gate Upgrade

ADD the sum of: Eight Thousand Dollars
 _____ (\$8,000 _____).

Alternate Bid No. 18: Air Compressors

ADD the sum of: Sixteen Thousand Dollars
 _____ (\$16,000 _____).

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.)

1 dated 12/4/09 2 dated 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: Swope Construction Co.

Address: 1325 Bluefield Avenue

Address: Bluefield, WV 24701

Address: _____

By: 

Title: President

Phone: (304) 325-8146

Fax: (304) 327-9444

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	14,657,000	14,657,000
2	Maintenance Facility	1	LS	1,367,000	1,367,000
3	Unheated Storage Building	1	LS	410,000	410,000
PRIMARY FACILITY BASE BID SUB-TOTAL					16,434,000
Project Administration/Quality Control Base Bid					
4	Mobilization/Demobilization	1	LS	100,000	100,000
5	General Administration	1	LS	970,000	970,000
6	Project Quality Control	1	LS	110,000	110,000
7	WVDOH Encroachment Permits	1	Allow.	\$20,000.00	\$20,000.00
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL					1,200,000
Civil/Site Base Bid					
Site Preparation					
8	Site Preparation	1	LS	212,000	212,000
9	Building Demolition	1	LS	33,000	33,000
10	Sediment and Erosion Control	1	LS	17,000	17,000
11	Retention Pond	1	LS	60,000	60,000
Earthwork					
12	Unclassified Excavation	84,000	CY	5.30	445,200
13	Subgrade Preparation	12,000	SY	3.10	37,200
14	Soil Drying	300	TN	332.00	99,600
15	Soil Conditioning	3,000	SY	10.00	30,000
16	Over-Excavation	1,000	SY	53.00	53,000
17	6" Subsurface Drains	200	LF	21.00	4,200
Roads					
18	6" Concrete Paving	5,000	SY	35.00	175,000
19	HMA Wearing Course	940	TN	117.00	109,980
20	HMA Base Course	3,100	TN	101.00	313,100
21	Free Draining Base	3,800	TN	80.00	304,000
22	Free Draining Base Trench and Piping	3,200	LF	52.50	168,000

23	Fabric Woven	11,100	SY	4.40	48,840
24	Fabric Separation	17,000	SY	1.40	23,800
25	AASHTO #1	7,530	TN	35.00	263,550
26	Class 1 Stone	2,900	TN	35.00	101,500
27	Pavement Marking	1	LS	6,000	6,000
28	Wheel Stops	153	EA	144.00	22,032
29	Concrete Curbing	2,800	LF	21.00	58,800
30	Signage	1	LS	10,000	10,000
Miscellaneous					
31	Sidewalk	2,100	SY	70.00	147,000
32	Type I Lawns	1	LS	21,700	21,700
33	Type II Lawns	1	LS	32,700	32,700
34	Force Protection Gates	2	EA	39,000	78,000
35	20' Sliding Gates	2	EA	6,500	13,000
36	Security Fencing	2,400	LF	25.00	60,000
37	60' Flagpole	1	EA	6,100	6,100
38	Retaining Wall	1,000	LF	225.00	225,000
39	Vehicle Wash System	1	LS	30,000	30,000
40	Oil/Water Separator	1	EA	64,000	64,000
41	Loading Ramp	1	LS	120,000	120,000
42	Bollards 8"	24	EA	1,650	39,600
43	Bollards 12"	16	EA	4,400	70,400
44	Bollards Removeable	4	EA	6,000	24,000
45	Trash Enclosure	1	LS	13,000	13,000
46	Chiller Enclosure	1	LS	27,000	27,000
47	Bicycle Racks	2	EA	2,200	4,400
48	Facility Sign	1	LS	11,000	11,000
Water					
49	1.5" PVC Water	120	LF	23.00	2760
50	2" PVC Water	100	LF	20.60	2060 2060
51	4" PVC Water	230	LF	37.00	8510
52	6" PVC Water	2,600	LF	38.00	98,800
53	PIV	1	EA	2,400	2,400
54	Fire Hydrant	4	EA	4,725	18,900
55	Water Vault	1	EA	34,900	34,900
Sewer					
56	Manholes, Sanitary Sewer	60	VF	245.00	14,700
57	Frame and Cover, Sanitary Sewer	10	EA	640.00	2,400
58	6" PVC Sanitary Sewer	1,150	LF	30.00	34,500
59	8" PVC Sanitary Sewer	440	LF	26.00	11,440
60	Cleanout, Sanitary Sewer	3	EA	750	2,250
61	Manhole Modification, Sanitary Sewer	2	EA	1200 1200	2400 2400
Gas					
62	Gas Service Lines	1,320	LF	20.00	26,400

63	Gas Regulator	1	EA	17,500	17,500
Storm Drainage					
64	6" PVC Storm	1,650	LF	27.50	45,375
65	8" PVC Storm	780	LF	30.00	23,400
66	12" PVC Storm	650	LF	45.00	29,250
67	15" PVC Storm	320	LF	48.00	15,360
68	12" HDPE Storm	180	LF	35.00	6,300
69	18" HDPE Storm	1,200	LF	50.00	60,000
70	24" HDPE Storm	210	LF	63.00	13,230
71	42" HDPE Storm	1,160	LF	140.00	162,400
72	42" RCP Storm	126	LF	290.00	36,540
73	Auger Boring and Jacking	1	LS	45,800	45,800
74	Type 2 Ditch	1,500	LF	4.30	6,450
75	Type 3 Ditch	680	LF	67.00	45,560
76	Type 4 Ditch	1,400	LF	4.40	6,160
77	18" Junction Box	5	EA	2,800	14,000
78	42" Junction Box	2	EA	8,450	16,900
79	Type "B" Drop Inlets	14	EA	1,500	21,000
80	Type "B" Inlet Grate and Frame	14	EA	700.00	9,800
81	Type "G" Drop Inlets	3	EA	3,300.00	9,900
82	Type "G" Inlet Grate and Frame	3	EA	1,040	3,120
83	10" Yard Drains	4	EA	375.00	1,500
84	12" In-Line Inlets	2	EA	540.00	1,080
85	Trench Drain and Grate	40	LF	327.00	13,080
86	Concrete Headwall	1	EA	5800.00	5800.00
Power and Communications					
87	Electrical Duct Bank Type 1	120	LF	16.50	1,980
88	Electrical Duct Bank Type 2	80	LF	16.50	1,320
89	Electrical Duct Bank Type 3	120	LF	16.50	1,980
90	Electrical Duct Bank Type 4	100	LF	16.50	1,650
91	Transformer Pad	1	LS	1,630	1,630
92	Emergency Generator Pad	1	LS	1,630	1,630
93	Communications Duct Bank Type 1	320	LF	16.50	5,280
94	Communications Duct Bank Type 2	190	LF	16.50	3,135
95	Combined Duct Bank	230	LF	16.50	3,795
96	Pole Lights and Bases	35	EA	3,500	122,500
CIVIL/SITE BASE BID SUB-TOTAL					4,603,527
BASE BID TOTAL*					22,237,527

*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	35.00	238,000
21	Free Draining Base	1,600	TN	80.00	128,000
24	Fabric Separation	6,800	SY	1.40	9,520
25	AASHTO #1 (Deduct)	-4,600	TN	35.00	-161,000
23	Fabric, Woven (Deduct)	-6,800	SY	4.40	-29,920
Alternate #1 Total					\$184,600
Alternate #2 - South Parking Lot					
13	Subgrade Preparation	2,200	SY	1.70	3,740
19	HMA Wearing Course	240	TN	117.00	28,080
20	HMA Base Course	960	TN	101.00	96,960
21	Free Draining Base	675	TN	80.00	54,000
22	Free Draining Base Trench and Piping	420	LF	52.50	22,050
24	Fabric Separation	2,900	SY	1.40	4,060
26	Class 1 Stone	505	TN	35.00	17,675
27	Pavement Marking	1	LS	900 ⁰⁰	900
28	Wheel Stops	69	EA	144.00	9,936
97	Signage	1	LS	1800	1800
Alternate #2 Total					\$239,201
Alternate #3 - Landscaping					
98	Landscaping	1	LS	31,000	31,000
Alternate #3 Total					\$31,000
Alternate #4 - Eastern Star Improvements					
31	Sidewalk	105	SY	70.00	7,350 7,350
38	Retaining Wall	60	LF	225.00	13,500
99	Monument Relocation	1	LS	2,000	2,000
100	Stairs	1	LS	4,000	4,000
Alternate #4 Total					\$26,850

Alternate #5 - Pre-Cast Latrine					
101	Pre-Cast Latrine	1	LS	9,000	9,000
102	Pre-Cast Latrine Foundation	1	LS	12,000	12,000
31	Sidewalk	46	SY	70.00	3,220
103	1" PVC Water	150	LF	38.00	5,700
49	1.5" PVC Water	340	LF	23.00	7,820
104	Water Meter	1	EA	3,000	3,000
56	Manholes, Sanitary Sewer	23	VF	2,450.00	56,350
57	Frame and Cover, Sanitary Sewer	2	EA	640.00	1,280
58	6" PVC Sanitary Sewer	380	LF	30.00	11,400
64	6" PVC Storm	300	LF	27.50	8,250
Alternate #5 Total					\$ 149,305
Alternate #6 - Field Fence					
105	24' Double Swing Farm Gate	1	EA	2100	2100
106	Field Fencing	3,900	LF	8.00	31,200
Alternate #6 Total					\$ 33,300
Alternate #7 - Picnic Shelters					
107	Picnic Shelters	1	LS	350,000	350,000
Alternate #7 Total					\$ 350,000
Alternate #8 - Walkway Canopy					
108	Walkway Canopy	1	LS	150,000	150,000
Alternate #8 Total					\$ 150,000
Alternate #9 - Sleeping Rooms					
109	Sleeping Rooms	1	LS	490,000	490,000
Alternate #9 Total					\$ 490,000
Alternate #10 - Drill Hall Acoustical Ceiling Treatment					
110	Ceiling Treatment	1	LS	120,000	120,000
Alternate #10 Total					\$ 120,000

Alternate #11 - Drill Hall Acoustical Wall Treatment					
111	Wall Treatment	1	LS	78,000	78,000
Alternate #11 Total					\$78,000
Alternate #12 - Kitchen Equipment					
112	Kitchen Equipment	1	LS	125,000	125,000
Alternate #12 Total					\$125,000
Alternate #13 - Retractable Bleachers					
113	Retractable Bleachers	1	LS	142,000	142,000
Alternate #13 Total					\$142,000
Alternate #14 - Secondary Entrance Canopies					
114	Canopies	1	LS	42,000	42,000
Alternate #14 Total					\$42,000
Alternate #15 - CCTV Equipment					
115	CCTV Equipment	1	LS	65,000	65,000
Alternate #15 Total					\$65,000
Alternate #16 - North Entrance Facility Sign					
48	Facility Sign	1	LS	42,000 11,000	11,000
Alternate #16 Total					\$11,000
Alternate #17 - Fencing and Gate Upgrade					
116	Fencing and Gate Upgrade	1	LS	8,000	\$8,000
Alternate #17 Total					\$8,000
Alternate #18 - Air Compressors					
117	Air Compressors	1	LS	16,000	\$16,000
Alternate #18 Total					\$16,000
ALTERNATE BID ITEM TOTAL					\$2,261,256
TOTAL COST WITH ALTERNATES					\$24,498,783

END OF SECTION II

SECTION III – DESCRIPTION OF BID ITEMS

Bid Item 1:	Armed Forces Reserve Center
Unit:	Lump Sum (LS)
Description:	<p>The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional Armed Forces Reserve Center building and/or assembly as shown under Base Bid in the Drawings and Specifications. The Reserve Center includes lobbies, corridors, administration space, recruiting and family support space, educational facilities, storage, locker rooms, physical training rooms, mail rooms, drill halls, toilets, janitor closets, as well as mechanical, electrical, and data rooms.</p> <p>This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; veneer brick; structural steel; metal stud framing; pre-engineered metal trusses; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; railings; doors; windows; finishes; casework; mechanical systems; electrical systems; fire suppression system; fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated November 5, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.</p>
Measurement:	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
Payment:	Payment for item will be in accordance with the specifications.
Bid Item 2:	Maintenance Facility
Unit:	Lump Sum (LS)
Description:	<p>The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional Maintenance Facility and/or assembly as shown under Base Bid in the Drawings and Specifications. The Maintenance Facility new vehicular maintenance and training space as well as a SIM Center.</p>

This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; veneer brick; structural steel; metal stud framing; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; mechanical systems; electrical systems; fire suppression system; fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated November 5, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

Payment: Payment for item will be in accordance with the specifications.

Bid Item 3: Unheated Storage Building

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional Unheated Storage Building as shown under Base Bid in the Drawings and Specifications.

This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; pre-engineered metal storage buildings; and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated November 5, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

Payment: Payment for item will be in accordance with the specifications.

Bid Item 4: Mobilization/Demobilization

Unit: Lump Sum (LS)

- Description:** The work shall consist of activities including, but not limited to, construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; and storage facilities.
- Measurement:** Measurement will be based on completion of the work described, prorated from lump sum amount according to the Basis of Payment below. Maximum limitation Mobilization/Demobilization will be 5% of base bid.
- Payment:** Payment for item will be in three installments. The first payment of 50 percent of the lump sum price will be made on the first estimate following partial mobilization including the placement or erection of the Contractor's office and storage facilities and the initiation of construction work. The second payment of 25 percent will be made on the next estimate following completion of substantial mobilization. The remaining 25 percent will be paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the Project.

Bid Item 5: General Administration

Unit: Lump Sum (LS)

Description: This work shall consist of performing the construction administrative duties associated with managing the construction of the Project as stated in Division 1 and throughout the Specifications, providing construction layout, providing temporary utilities for the site until 100% acceptance of the project by the COTR, and coordination of permanent utility installation and tie-in of site grading and access roads, administration and maintenance of all required permits for the project, including permit fees (except WVDOH encroachment permit(s) fees and WV NPDES Construction Stormwater permits which are paid under separate Bid Items).

Measurement: There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract lump sum price, based on percentage of contract completion.

Bid Item 6: Project Quality Control

Unit: Lump Sum (LS)

Description: The work shall consist of the performance of work specified in but not limited to preparation, performance, and furnishing all materials to implement the Quality Control Plan.

Measurement: There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item. Maximum limit on Quality Control is 2%.

Payment: This item will be paid for at the contract lump sum price at satisfactory completion of work.

Bid Item 7:	WVDOH Encroachment Permit(s)
Unit:	Lump Sum (LS) (Allowance)
Description:	This work shall consist of obtaining encroachment permit(s) for the access road tie-in, grading, and stormwater drainage on WVDOH right of ways as shown on the Plans or as required by the WVDOH. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	The contractor will not bid on this work, but will be reimbursed the actual permit fee(s). The contractor shall submit an estimate for the permit(s) to the COTR for approval prior to submitting the application(s).
Payment:	This item shall be reimbursed by submitting the permit fee(s) receipt(s), based on acceptance of the encroachment(s) by the WVDOH and the COTR.
Bid Item 8:	Site Preparation
Unit:	Lump Sum (LS)
Description:	This work shall consist of the removal of trees and other vegetation, topsoil stripping and stockpiling, removal of existing utilities, installation of temporary utilities, and clearing and grubbing of all areas disturbed by the Contractor. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.
Payment:	Payment shall be made at the contract unit price per lump sum.
Bid Item 9:	Building Demolition
Unit:	Lump Sum (LS)
Description:	This work shall consist of the demolition of structures as shown on the plans, salvaging specified equipment and disposing of all materials off site in an approved landfill or other approved disposal facility.
Measurement:	There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.
Payment:	Payment shall be made at the contract per lump sum price upon satisfactory completion and acceptance by the COTR.
Bid Item 10:	Sediment and Erosion Control
Unit:	Lump Sum (LS)

- Description:** This item shall consist of furnishing, installation, maintenance and subsequent removal of necessary storm water structures, best management practices, and other work required to prevent escape of sediment from disturbed areas of project site. Also included is the preparation, submission, and administrative maintenance of any permits required by the West Virginia Department of Environmental Protection (WVDEP) or other agencies. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
- Measurement:** There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.
- Payment:** Payment for item shall be in three installments. The first payment of 50% of the lump sum price shall be made on the first estimate following issuance of a WV NPDES Construction Stormwater Permit and installation of best management practices required by the approved Stormwater Pollution Prevention Plan. The second payment of 25% shall be made on the next estimate following finish grading and stabilization of all waste and borrow areas. The remaining 25% shall be paid upon termination of the WV NPDES permit by the WVDEP for properly stabilizing the site, demobilization, and final completion of the Project.

Bid Item 11: Retention Pond

Unit: Lump Sum (LS)

Description: This work shall consist of constructing the Retention Pond as shown in the Plans. The work includes excavation, backfill, inlet and outlet structures, pipes, outlet protection, sediment removal and maintenance. This work also includes initially constructing the pond as a temporary sediment basin during earthmoving operations. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price per lump sum.

Bid Item 12: Unclassified Excavation

Unit: Cubic Yard (CY)

Description: This work shall consist of, but is not limited to, unclassified excavation, loading and hauling of excavated material, placement and compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the COTR, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever materials

encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation. Over-excavation and/or fill not shown on the Plans or specified herein shall be at the Contractor's expense, unless approved by the COTR prior to commencing such work. If unsuitable materials exist below the grades shown on the Plans, this material shall be removed with the prior approval of the COTR and shall be paid per the unit price for "Overexcavation".

Except at locations where excavation of unsuitable material is required, care shall be taken not to excavate below the depths specified. Final shaping and contouring of the areas shall be performed to the satisfaction of the COTR.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The method of measurement for determining the quantity of excavation required for grading work as described above shall be on a cubic yard for excavated material which includes hauling, placing and recompacting material to the surfaces as shown on the Plans. Method of measurement shall be before and after surveyed cross-sections of the excavation area(s) and the average-end-area method for computing volume performed by a Professional Surveyor licensed in West Virginia. Cross sections are subject to the approval of the COTR.

Borrow areas (on- or off-site) shall be regraded and reclaimed, including sediment and erosion control and revegetation, at no additional cost to the COTR. Disposal of surplus and waste materials, if encountered, are incidental to this bid item and shall be performed at no additional cost to the COTR.

Payment: This item will be paid for at the contract unit price per cubic yard.

Bid Item 13: Subgrade Preparation

Unit: Square Yard (SY)

Description: This work shall include, but is not limited to, excavation, scarification, and recompaction of the top 24 inches of in-place subgrade under structures, building slabs, steps, and pavements in excavated areas. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work. Manipulation of the excavated material to achieve optimum moisture content shall be considered incidental to the work. If additional satisfactory soil fill is required to achieve subgrade elevations after compaction, it shall be considered incidental to the work.

Measurement: Measurement shall be based on square yards of area completed for the work described. Material prepared beyond approved limits shall not be included in the measured quantity. Subgrade preparation of other areas, such as walkways and lawn areas, is incidental to earthwork and shall not be paid for by this bid item.

Payment: Payment shall be made at the contract unit price per square yard.

Bid Item 14:	Soil Drying
Unit:	Ton (TN)
Description:	This work shall include, but is not limited to, quicklime application and mixing of stockpiles of existing satisfactory soils with high moisture content. The required demonstration of proposed techniques is incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	The quantity of work completed shall be measured in tons of quicklime used as evidenced by weigh tickets for bulk loads or delivery slips for packaged materials certified by the contractor to be correct.
Payment:	Payment shall be made at the contract unit price per ton.
Bid Item 15:	Soil Conditioning
Unit:	Square Yard (SY)
Description:	This work shall include, but is not limited to, scarifying, hydrated lime application, mixing, compacting and rolling areas of existing satisfactory soils with high moisture content to a depth of 12" in locations directed by the COTR. The required demonstration of proposed techniques on test pads is incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.
Payment:	Payment shall be made at the contract unit price per square yard.
Bid Item 16:	Over-excavation
Unit:	Square Yard (SY)
Description:	This work shall include, but is not limited to, excavation below subgrade, transportation and disposal of unsuitable materials, placement of geogrid and AASHTO #1 stone, and proof-rolling areas of unsuitable soils in locations directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.
Payment:	Payment shall be made at the contract unit price per square yard.

Bid Item 17: 6" Subsurface Drains

Unit: Linear Foot (LF)**Description:** This work shall consist of installation of subsurface drains of specified size in locations specified on the plans or directed by the COTR. The drains are to be installed in locations that will intercept the maximum amount of seepage. Subsurface drain work includes dewatering, excavation, drainage fabric, stone, pipe, fittings, cleanouts and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on linear feet of drains in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings as typical pipe section in the pipe being measured.**Payment:** This item shall be paid for at the contract price per linear foot.**Bid Item 18: 6" Concrete Paving**

Unit: Square Yard (SY)**Description:** This work consists of furnishing and complete installation of Portland cement concrete pavement, reinforcing, joints, and sealants at the areas as shown on the plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.**Payment:** Payment shall be made at the contract unit price per square yard.**Bid Item 19: HMA Wearing Course**

Unit: Ton (TN)**Description:** This work shall consist of furnishing and installing designated scratch course and wearing course asphalt in accordance with the Plans and Specifications. The completed pavement shall be accepted, with respect to compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified

compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

Payment: Payment shall be made at the contract unit price per ton.

The quantities, determined as provided per the specifications, shall be paid for at the Contract unit prices bid for the items listed, which prices and payments shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, field laboratory, supplies and incidentals necessary to complete the work.

Adjustment of Price: Bituminous concrete found not in compliance with the tolerance requirements shall be paid for at an adjusted contract price specified

The payment adjustment to tonnage of work places is as follows:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-96	98
92-94	93
89-90	90
Less than 89	No acceptance

Bid Item 20: HMA Base Course

Unit: Ton (TN)

Description: This work shall consist of furnishing and installing designated base course asphalt in accordance with the Plans and Specifications. Scratch course is incidental to the overlaying wearing course. The completed pavement shall be accepted, with respect to compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results

is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

Payment: Payment shall be made at the contract unit price per ton.

The quantities, determined as provided per the specifications, shall be paid for at the Contract unit prices bid for the items listed, which prices and payments shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, field laboratory, supplies and incidentals necessary to complete the work.

Adjustment of Price: Bituminous concrete found not in compliance with the tolerance requirements shall be paid for at an adjusted contract price specified

The payment adjustment to tonnage of work places is as follows:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-96	98
92-94	93
89-90	90
Less than 89	No acceptance

Bid Item 21: Free Draining Base

Unit: Ton (TN)

Description: This work consists of furnishing and complete installation of open graded free draining base course for pavements. Aggregate, compaction, binder material, and curing are included with this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed on an approved standard scale or from digital print-out slips from an automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered. Only work accepted by the COTR shall be included, any work rejected or materials used for other items or purposes shall be deducted.

Payment: Payment shall be made at the contract price per ton.

Bid Item 22: Free Draining Base Trench and Piping

Unit: Linear Foot (LF)

Description: This work shall consist of constructing free draining base trenches and outlet pipes in reasonably close conformity with the lines, grades, dimensions, and locations shown on the Plans or established by the COTR. Excavation, perforated pipe, filter material, outlet pipe, aggregate backfill, and disposing of all surplus material is included with this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantity of work done shall be measured by the linear foot of free draining base trench installed, complete in place and accepted. The perforated pipe, geotextile, and aggregate backfill is a component of the free draining base trench. Length shall be determined from actual measurements once the free draining base trench is in place. No deductions shall be made for placement of the drop connection required at outlet pipe locations. Outlet pipes required from the free draining base trench to daylight or another drainage structure are incidental to this item.

Payment: The quantities, determined as provided above, shall be paid for at the contract unit price of linear feet.

Bid Items 23, 24: Fabric Separation, Fabric Woven

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing geotextile fabric of designated types in pavement sections as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond design limits shall not be included in the measured quantity. Fabric used in free draining base trench is not included in this pay item.

Payment: Payment shall be made at the contract unit price per square yard.

Bid Item 25: AASHTO #1 Stone

Unit: Ton (TN)

Description: This work includes, but is not limited to, furnishing and complete installation of AASHTO #1 stone for pavements as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools,

equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed on an approved standard scale or from digital print-out slips from an automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered. Only work accepted by the COTR shall be included, any work rejected or materials used for other items or purposes shall be deducted.

Payment: Payment shall be made at the contract unit price per ton.

Bid Item 26: Class 1 Stone

Unit: Ton (TN)

Description: This work includes, but is not limited to, furnishing and complete installation of Class 1 aggregate course for pavements as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed on an approved standard scale or from digital print-out slips from an automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered. Only work accepted by the COTR shall be included, any work rejected or materials used for other items or purposes shall be deducted.

Payment: Payment shall be made at the contract unit price per ton.

Bid Item 27: Pavement Marking

Unit: Lump Sum (LS)

Description: Pavement markings shall consist of furnishing and installing various types of markings, as shown on the plans and an additional 1,000 sq ft for miscellaneous marking as directed by the COTR. It shall include, but is not limited to, edge lines, center lines, handicapped symbols, parking lines, shoulders, stop lines and pedestrian crossing markings. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There will be no direct measurement of labor, materials and services provided by the contractor in completing this item.

Payment: This item shall be paid for at the contract lump sum price upon satisfactory completion of all pavement markings shown on the plans.

Bid Item 28:	Wheel Stops
Unit:	Each (EA)
Description:	This work includes, but is not limited to, furnishing and complete installation of plastic wheel stops as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	The quantity of work done shall be measured per each wheel stop completely installed.
Payment:	Payment shall be made at the contract unit price per each.
Bid Item 29:	Concrete Curbing
Unit:	Linear Foot (LF)
Description:	This work shall include, but is not limited to, the construction of cast-in-place concrete curbing at the locations shown on the Plans, or as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	Curbing shall be measured along the front face of the section at the finish grade elevation.
Payment:	Payment shall be made at the contract unit price per linear foot.
Bid Item 30, 97:	Signage
Unit:	Lump Sum (LS)
Description:	This item includes, but is not limited to, furnishing and installing miscellaneous signs, stop, parking, informational, etc. as noted on the Plans or as directed by the COTR. Signs, posts, foundations, and necessary hardware are included. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	Measurement shall be based on completion of work described.
Payment:	Payment shall be made at the contract unit price for lump sum.
Bid Item 31:	Sidewalk
Unit:	Square Yard (SY)
Description:	This work shall consist of furnishing and installing welded wire mesh reinforcing, 4,000 psi air-entrained concrete, Class 1 stone, formwork and incidentals associated with concrete sidewalks and pads as detailed on the Plans. The areas adjacent to the building

shall also include drainage fill and foam insulation. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.

Payment: Payment shall be made at the contract unit price per square yard.

Bid Item 32: Type I Lawns

Unit: Lump Sum (LS)

Description: This work shall consist of Type I Lawns as shown on the Drawings and specified in Section 02920, "Lawns and Grasses". The bid item shall include fine grading and preparing lawn areas, protection and maintenance of lawn areas. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price per lump sum.

Bid Item 33: Type II Lawns

Unit: Lump Sum (LS)

Description: This work shall consist of Type II Lawns as shown on the Drawings and specified in Section 02920, "Lawns and Grasses". The bid item shall include fine grading and preparing lawn areas, furnishing and applying soil amendments and fertilizers, seeding lawn areas, protection and maintenance of lawn areas. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price per lump sum.

Bid Items 34, 35: Force Protection Gates, 20' Sliding Gates

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of sliding gates for chain link fences and site security. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and locks. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be per each gate completely installed.

Payment: The accepted quantities of gates shall be paid for at the contract unit price per each complete in place.

Bid Item 36: Security Fencing

Unit: Linear Foot (LF)

Description: This work consists of furnishing and complete installation of chain link fencing with six foot fabric height and personnel gates. The price will include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and gate hardware. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.

Payment: The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.

Bid Item 37: 60' Flagpole

Unit: Each (EA)

Description: This item includes furnishing and installing the 60' aluminum flagpole in front of the facility. The foundation, including excavation, aggregate, concrete and miscellaneous hardware are incidental to this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price for each.

Bid Item 38: Retaining Wall

Unit: Linear Foot (LF)

Description: This item of work is a masonry clad concrete block retaining wall. Excavation, backfill, brick facing, capstone, and associated subsurface drainage are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be by the linear foot along the front face of the wall at the finished grade elevation.

Payment: Payment shall be made at the contract unit price for linear foot.

Bid Item 39: Vehicle Wash System

Unit: Lump Sum (LS)

Description: This work shall consist of adding a Vehicle Wash System as shown in the Plans. Excavation, concrete, aggregate base, waterstops, associated drainage structures, piping, conduits, post hydrant, hose reels and hose, and other ancillary equipment within the boundary created by the edge of the concrete pad are incidental to this item of work. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Item 40: Oil/Water Separator

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of an underground separator designed for gravity separation of free oils (hydrocarbons and other petroleum products) and settleable solids from wastewater. Excavation, backfill, concrete pad, bedding material, manways, piping and fittings to a point beyond the outline of the tank, alarm and control panel, electrical and data wiring, and vent piping are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on completion of the work described according to the Basis of Payment below.

Payment: Payment shall be made at the contract unit price for each.

Bid Item 41: Loading Ramp

Unit: Lump Sum (LS)

Description: This item of work is a cast-in-place reinforced concrete loading ramp with two levels, and concrete aprons at both ends. The aggregate, backfill, dock bumpers, excavation and soil backfill, and any other ancillary equipment required are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There shall be no direct measurement for materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Items 42-44: Bollards 8" and 12", Bollards Removable

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of bollards. The unit price shall include furnishing and installing metal posts, and associated hardware, concrete footings, excavation, backfill, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work.

Measurement: The quantity of work done shall be measured per each bollard completely installed and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per each.

Bid Item 45: Trash Enclosure

Unit: Lump Sum (LS)

Description: This work shall consist of constructing a pad and walls at the back of the main building as shown in the Plans. Excavation, concrete, aggregate base, walls, associated drainage structures, piping, pipe sleeves, conduits, and other ancillary equipment are incidental to this item of work. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Item 46: Chiller Enclosure

Unit: Lump Sum (LS)

Description: This work shall consist of constructing a pad and walls around the chiller at the back of the main building as shown in the Plans. Excavation, concrete, aggregate base, walls, louvers, associated drainage structures, piping, pipe sleeves, hot and chilled water lines from main building, conduits, and other ancillary equipment are incidental to this item of work. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Item 47: Bicycle Racks

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of bicycle racks. The unit price shall include furnishing and installing metal bike racks, concrete footing, concrete paving, and associated hardware, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work.

Measurement: The quantity of work done shall be measured per each bicycle rack completely installed and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per each.

Bid Item 48: Facility Sign

Unit: Lump Sum (LS)

Description: This item includes furnishing and installing the facility sign at the entrance to the property. The foundation, including excavation, aggregate, concrete and miscellaneous hardware is incidental to this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Items 49–52: Water Line, PVC, 1.5", 2", 4", and 6"

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing various sizes of PVC water line. These prices shall fully compensate the Contractor for providing pipe, fittings, valves, bedding, excavation, backfill, concrete thrust blocks, concrete encasement, asphalt repair,

curb stops, flushing, testing, coordination with the Cottageville Public Service District for acceptance. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of water line in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings and appurtenances associated with the water line.

Payment: Payment shall be made at the contract unit price per linear foot.

Bid Item 53: PIV

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of Post Indicator Valves. The unit price shall include furnishing and installing the valves, fittings, excavation, bedding, backfill, concrete thrust blocks, saw-cutting of pipe, and testing and inspection. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantity of work done shall be measured per unit PIV acceptably installed.

Payment: Payment shall be made at the contract unit price per each.

Bid Item 54: Fire Hydrant

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of exterior fire hydrants. The unit price shall include furnishing and installing a fire hydrant, fittings, excavation, bedding, backfill, concrete thrust blocks, saw-cutting of pipe, and testing and inspection. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantity of work done shall be measured per unit fire hydrant acceptably installed.

Payment: Payment shall be made at the contract unit price per each.

Bid Item 55: Water Vault

Unit: Each (EA)

Description: This work consists of furnishing, placing and installing the precast concrete vault, bedding, backfill, water meter, backflow preventer and associated valves and appurtenances as detailed in the Plans. This includes performing all work prescribed in a

workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be per water meter pit installed and accepted by the COTR and authorities having jurisdiction.

Payment: Payment shall be made at the contract price per each.

Bid Item 56: Manholes, Sanitary Sewer

Unit: Vertical Foot (VF)

Description: This work shall include, but is not limited to, installing pre-cast concrete manholes at the locations specified in the plans. Excavation, bedding, manhole section and grade ring installation, backfill, and testing and inspection are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each manhole in place, completed and accepted by the COTR and authorities having jurisdiction.

Payment: Payment shall be made at the contract unit price per vertical foot.

Bid Item 57: Frame & Cover, Sanitary Sewer

Unit: Each (EA)

Description: This work consists of furnishing, placing and installing the frame and cover for sanitary manholes as detailed in the Plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be per frame and cover installed and accepted by the COTR.

Payment: Payment shall be made at the contract price per each.

Bid Items 58, 59: Sanitary Sewer, PVC, 6" and 8"

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing various sizes of PVC sanitary sewer piping. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fittings, cleanouts, casing pipes, pavement repairs, testing and coordination with the Cottageville Public Service District for acceptance. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of sanitary sewer piping in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, appurtenances, and cleanouts associated with the sanitary sewer piping.

Payment: Payment shall be made at the contract unit price per linear foot.

Bid Item 60: Cleanout, Sanitary Sewer

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of cleanout. The unit price shall include furnishing and installing pipe, fittings, concrete apron, excavation, and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantity of work done shall be measured per each cleanout completely installed and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per each.

Bid Item 61: Manhole Modifications, Sanitary Sewer

Unit: Each (EA)

Description: This work shall consist of raising or lowering existing sanitary manholes to match the new grades to include cleaning, excavation, installing new sections or grade adjustment rings, replacing frame and cover (if necessary for new service requirement), grouting and resetting frames and covers, and pavement repair. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each sanitary manhole modification completed, and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per each.

Bid Item 62: Gas Service Lines

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing gas lines of varying sizes from the building to point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, valves, existing utility tie-ins, pavement restoration, and casing pipes. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of gas line in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings and appurtenances associated with the gas line.

Payment: Payment shall be made at the contract unit price per linear foot of line in service.

Bid Item 63: Gas Regulator

Unit: Each (EA)

Description: This work shall consist of installing a 50 psig to 5 psig aboveground regulator for natural gas. Pipe connection, bedding, excavation, backfill, fill, fittings, and testing are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each regulator in place completed, and accepted by the COTR.

Payment: Payment shall be made at the contract unit price for each.

Bid Items 64-67: Storm Line, PVC, 6", 8", 12" and 15"

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of PVC pipe for storm drainage outside the building. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, and pavement repairs. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Conduit of the different types and sizes, shall be measured by the linear foot in place, the measurement being made along the centerline of each pipe installed. Branch connections, tees, wyes, and elbows shall be measured along their centerlines and these lengths included in the total lengths of the appropriate conduit. Wyes, tees, and other branch connections shall be measured along the centerlines to points of intersection. The portion of pipe extending through to the inside face of headwalls of all types, manholes, inlets, boxes, or other structures shall be included in the measurement.

Payment: Payment shall be made at the contract unit price per linear foot.

Bid Items 68-71: Storm Line, HDPE, 12", 18", 24", and 42"

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of high density polyethylene pipe for storm drainage. Pipe, bedding, excavation, backfill, fill, fittings, and pavement repairs, are included in this item. This includes performing all work

prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Conduit of the different types and sizes, shall be measured by the linear foot in place, the measurement being made along the centerline of each pipe installed. Branch connections, tees, wyes, and elbows shall be measured along their centerlines and these lengths included in the total lengths of the appropriate conduit. Wyes, tees, and other branch connections shall be measured along the centerlines to points of intersection. The portion of pipe extending through to the inside face of headwalls of all types, manholes, inlets, boxes, or other structures shall be included in the measurement.

Payment: Payment shall be made at the contract unit price per linear foot.

Bid Item 72: 42" RCP

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of reinforced concrete pipe for storm drainage on the site to the lines and grades shown on the drawings. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Conduit of the different types and sizes, shall be measured by the linear foot in place, the measurement being made along the centerline of each pipe installed. Branch connections, tees, wyes, and elbows shall be measured along their centerlines and these lengths included in the total lengths of the appropriate conduit. Wyes, tees, and other branch connections shall be measured along the centerlines to points of intersection. The portion of pipe extending through to the inside face of headwalls of all types, manholes, inlets, boxes, or other structures shall be included in the measurement.

Payment: Payment shall be made at the contract unit price per linear foot.

Bid Item 73: Auger Boring and Jacking

Unit: Lump Sum (LS)

Description: This work consists of the installation of reinforced concrete pipe for storm drainage under WV Route 2 where open cut excavation is not allowed. This price shall fully compensate the Contractor for excavation, backfill, fill, fittings, and the WVDOH permit required to complete the item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price per lump sum.

Bid Item 74:	Type 2 Ditch
Unit:	Linear Foot (LF)
Description:	This work shall consist of the construction of open flow ways for surface drainage, using temporary erosion control matting. Excavation, shaping and lining and geotextile fabric are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.
Payment:	Payment shall be made by the contract unit price per linear foot.
Bid Item 75:	Type 3 Ditch
Unit:	Linear Foot (LF)
Description:	This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric and riprap. Excavation, shaping, and lining are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.
Payment:	Payment shall be made by the contract unit price per linear foot.
Bid Item 76:	Type 4 Ditch
Unit:	Linear Foot (LF)
Description:	This work shall consist of the construction of open flow ways for surface drainage, using temporary erosion control matting. Excavation, shaping, seeding, and lining are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.
Payment:	Payment shall be made by the contract unit price per linear foot.

Bid Item 77, 78: 18" Junction Box, 42" Junction Box

Unit: Each (EA)**Description:** This work shall consist of installing pre-cast or cast-in-place concrete junction boxes for storm drainage. Pipe connection, bedding, excavation, backfill, fill, fittings, frames and covers, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on each junction box in place completed, and accepted by the COTR.**Payment:** Payment shall be made at the contract unit price for each.**Bid Items 79-82: Type "B" and "G" Drop Inlets, Type "B" and "G" Inlet Grate & Frame**

Unit: Each (EA)**Description:** This work shall consist of installing pre-cast or cast-in-place concrete inlets for storm drainage. Pipe connection, bedding, excavation, backfill, fill, fittings, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on each drain inlet in place completed, and accepted by the COTR.**Payment:** Payment shall be made at the contract unit price per each.**Bid Items 83, 84: 10" Yard Drains, 12" In-Line Inlets**

Unit: Each (EA)**Description:** This work shall consist of installing drains and inlets for storm drainage. Inlets, grates, pipe, excavation, bedding, backfill, fill, fittings and pavement repairs are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on each drain inlet in place completed, and accepted by the COTR.**Payment:** Payment shall be made at the contract unit price for each.**Bid Item 85: Trench Drain & Grate**

Unit: Linear Foot (LF)

Description: This work shall consist of installing a vehicular trench drain for storm drainage. Pipe connection, bedding, excavation, backfill, reinforcement, concrete, fittings, frames and grates are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear foot of trench drain installed and accepted by the COTR, measured along the center-line from end of grate to end of grate. All work including QC, incidentals, labor, materials is all inclusive.

Payment: Payment shall be made by the contract unit price per linear foot.

Bid Item 86: Concrete Headwall

Unit: Each (EA)

Description: This work shall consist of installing cast-in-place concrete headwalls for storm drainage. Excavation, forming, reinforcement, concrete, pipe connection, aggregate bedding, backfill, and concrete finishing are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each headwall in place completed, and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per each.

Bid Item 87: Electrical Duct Bank Type 1

Unit: Linear Foot (LF)

Description: This work shall consist of trenching and backfill, vaults, conduit, concrete, and pull ropes required for the installation of underground primary. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on transformer pad and linear feet of underground primary constructed in conformance with the plans and specifications.

Payment: Payment shall be made at the contract unit price per linear foot.

Bid Item 88: Electrical Duct Bank Type 2

Unit: Linear Foot (LF)

Description: This work shall consist of trench and backfill, vaults, conduit, concrete, pull ropes, and conductors required for the installation of underground secondary between the transformer and the AFRC building. This includes performing all work prescribed in a

- workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
- Measurement:** Measurement shall be based on linear feet of underground secondary constructed in conformance with the plans and specifications.
- Payment:** Payment shall be made at the contract unit price per linear foot.
-
- Bid Item 89: Electrical Duct Bank Type 3**
- Unit:** Linear Foot (LF)
- Description:** This work shall consist of trench and backfill, vaults, conduit, concrete, pull ropes, and conductors required for the installation of underground secondary between the transformer and the maintenance building. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
- Measurement:** Measurement shall be based on linear feet of underground secondary constructed in conformance with the plans and specifications.
- Payment:** Payment shall be made at the contract unit price per linear foot.
-
- Bid Item 90: Electrical Duct Bank Type 4**
- Unit:** Linear Foot (LF)
- Description:** This work shall consist of trench and backfill, vaults, conduit, concrete, pull ropes, and conductors required for the installation of underground secondary between the emergency generator and the AFRC building. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
- Measurement:** Measurement shall be based on linear feet of underground secondary constructed in conformance with the plans and specifications.
- Payment:** Payment shall be made at the contract unit price per linear foot.
-
- Bid Item 91: Transformer Pad**
- Unit:** Lump Sum (LS)
- Description:** This work shall consist of a cast-in-place concrete pad for the electrical transformer(s). The pad must meet the requirements of Appalachian Power Company for the transformer(s) used. This shall include excavation, concrete, reinforcing, grounding hardware, aggregate base and any other incidentals necessary for a complete and functional pad. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each pad completed and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per lump sum.

Bid Item 92: Emergency Generator Pad

Unit: Lump Sum (LS)

Description: This work shall consist of a cast-in-place concrete pad for the emergency generator. The pad must meet the requirements of the generator manufacturer. This shall include excavation, concrete, reinforcing, grounding hardware, aggregate base and any other incidentals necessary for a complete and functional pad. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each pad completed and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per each.

Bid Item 93: Communications Duct Bank Type 1

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, vaults, concrete, excavation, backfill, and sleeves. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of duct bank in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.

Payment: Payment shall be made at the contract unit price per linear foot of line in service.

Bid Item 94: Communications Duct Bank Type 2

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing conduits from the AFRC building to the Maintenance Building. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, vaults, concrete, excavation, and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of duct bank in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.

Payment: Payment shall be made at the contract unit price per linear foot of line in service.

Bid Item 95: Combined Duct Bank

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, conductors, extra pull ropes, vaults, concrete, excavation, backfill, and sleeves. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of duct bank in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.

Payment: Payment shall be made at the contract unit price per linear foot of line in service.

Bid Item 96: Pole Lights and Bases

Unit: Each (EA)

Description: The work consists of providing and installing all new site lighting poles and light fixtures as indicated on the Plans. This pricing shall include all conduit, wiring, rigging, painting, associated foundations and grounding. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: The quantity of work done shall be measured per each pole light and base installed and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per each.

Bid Item 98: Landscaping

Unit: Lump Sum (LS)

Description: This item includes furnishing and installing all plant materials including but not limited to Shade Trees, Flowering Trees, Evergreen Trees, Shrubs, Groundcover and Perennials as noted on the plans and as specified. These prices shall fully compensate the contractor for providing all planting and incidentals necessary to complete the item.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Item 99: Monument Relocation

Unit: Lump Sum (LS)

Description: This work consists of the safe removal, storage, concrete base construction, and reinstallation of the Eastern Star house dedication monument. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on completion of the work described and acceptance by the COTR.

Payment: Payment shall be made at the contract unit price lump sum.

Bid Item 100: Stairs

Unit: Lump Sum (LS)

Description: Sets of stairs constructed of cast-in-place concrete to include reinforcing, stone bedding, handrails, surface treatment and any other hardware as shown on the Plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on completion of the work described and acceptance by the COTR.

Payment: Payment shall be made at the contract unit price lump sum.

Bid Item 101: Precast Latrine

Unit: Lump Sum

Description: This work shall consist of furnishing and installation of a precast concrete latrine building with heating systems, various bathroom fixtures, equipment and permanent utility connections as shown on the drawings and in the specifications. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract lump sum price, based on percentage of contract completion.

Bid Item 102: Latrine Foundation

Unit: Lump Sum**Description:** The work shall consist of furnishing all labor, materials and equipment, installation of designated reinforcing; sub-base, and poured-in-place concrete foundations and sand as shown on the plans. The aggregate, backfill, excavation, rebar and any other ancillary equipment required are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.**Payment:** This item shall be paid for at the contract price per lump sum.**Bid Item 103: Water Line, PVC, 1"**

Unit: Linear Foot (LF)**Description:** This work shall consist of furnishing and installing 1" PVC water line. These prices shall fully compensate the Contractor for providing pipe, fittings, valves, bedding, excavation, backfill, concrete thrust blocks, concrete encasement, asphalt repair, curb stops, flushing, testing, coordination with the Cottageville Public Service District for acceptance. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on linear feet of water line in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings and appurtenances associated with the water line.**Payment:** Payment shall be made at the contract unit price per linear foot.**Bid Item 104: Water Meter**

Unit: Each (EA)**Description:** This work consists of furnishing, placing and installing the water meter, backflow preventer and associated valves and appurtenances as detailed in the Plans. This shall fully compensate the contractor for excavation, bedding, backfill, labor, materials, equipment, tools and incidentals necessary to complete the item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be per water meter installed and accepted by the COTR and authorities having jurisdiction.

Payment: Payment shall be made at the contract price per each.

Bid Item 105: 24' Double Swing Farm Gate

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of a 24' Double Swing Farm Gate for vehicular access through the field fence. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, and locks. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be per each gate completely installed.

Payment: The accepted quantities of gates shall be paid for at the contract unit price per each complete in place.

Bid Item 106: Field Fencing

Unit: Linear Foot (LF)

Description: This work consists of furnishing and complete installation of field fencing. The price will include excavating, posts, backfilling, and minor grading for fence fabric installation. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.

Payment: The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.

Bid Item 107: Picnic Shelters

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional Picnic Shelters as shown under Alternate Bid #7 in the Drawings and Specifications.

This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the shelter perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the shelters within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; pre-engineered picnic shelters; and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated November 5, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

Payment: Payment for item will be in accordance with the specifications.

Bid Item 108: Walkway Canopy

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional Walkway Canopy as shown under Alternate Bid #8 in the Drawings and Specifications.

This item shall include any additional items related to Site Construction where a unit cost has not been requested. The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional walkway canopy connecting Corridor 181 and Lobby 124. This work includes, but is not limited to: structural steel; carpentry and decking; waterproofing; roofing; as well as lighting. The retaining wall and walkway are base bid. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the walkway perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the canopy within the terms and conditions of the plans and specifications. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated November 5, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

Payment: Payment for item will be in accordance with the specifications.

Bid Item 109: Sleeping Rooms

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional Sleeping Rooms as shown under Alternate Bid #9 in the Drawings and Specifications.

This item shall include any additional items related to Site Construction where a unit cost has not been requested. The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional Sleeping Rooms. This work includes, but is not limited to: foundation excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; metal trusses; carpentry and decking; canopies; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; mechanical systems; as well as electrical systems. The Sleeping Rooms Alternate includes all construction associated with Day Room 183, Sleeping Rooms 184, 186, and 187, and Corridor 185, as well as a canopy connecting corridor 189 to the loading dock canopy. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the sleeping room perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the canopy within the terms and conditions of the plans and specifications. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated November 5, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

Payment: Payment for item will be in accordance with the specifications.

Bid Item 110: Drill Hall Acoustical Ceiling Treatment

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional acoustical ceiling treatment in Drill Hall 103 as shown under Alternate Bid #10 in the Drawings and Specifications.

This work includes, but is not limited to: 4' x 8' x 7/8" suspended fiberglass acoustical panels. The acoustical panels shall be installed level with the floor at a height indicated on the interior elevations. Refer to the reflected ceiling plan for quantity and layout. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated November 5, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

Payment: Payment for item will be in accordance with the specifications.

Bid Item 111: Drill Hall Acoustical Wall Treatment

Unit: Lump Sum (LS)**Description:** The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional acoustical wall treatment in Drill Hall 103 as shown under Alternate Bid #11 in the Drawings and Specifications.

This work includes, but is not limited to: 2" thick fiberglass core, fabric-wrapped acoustical wall panels, attached to walls with Z-clips. Refer to interior elevations for quantity and sizes, and specifications for fabric codes. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated November 5, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).**Payment:** Payment for item will be in accordance with the specifications.**Bid Item 112: Kitchen Equipment**

Unit: Lump Sum (LS)**Description:** The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional kitchen equipment as shown under Alternate Bid #12 in the Drawings and Specifications.

The scope of this bid item is identified on the Kitchen Equipment Schedule on Drawing A7-5. Items designated as 'Alternate' shall be included in the Kitchen Equipment Alternate, and all other items are base bid. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated November 5, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).**Payment:** Payment for item will be in accordance with the specifications.**Bid Item 113: Retractable Bleachers**

Unit: Lump Sum (LS)**Description:** The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional retractable bleachers in Drill Hall 103 as shown under Alternate Bid #13 in the Drawings and Specifications.

The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated November 5, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

Payment: Payment for item will be in accordance with the specifications.

Bid Item 114: Secondary Entrance Canopies

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete canopies outside of doors 1036, 1055, and 1089. This work includes, but is not limited to: structural steel; metal framing; insulated metal panels; waterproofing; insulation; and roofing.

The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated November 5, 2009 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

Payment: Payment for item will be in accordance with the specifications.

Bid Item 115: CCTV Equipment

Unit: Each (EA)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete CCTV System. This work includes, but is not limited to: conduit, wiring, power supplies, monitors, and a digital video recorder. This pricing includes all fuses, excavations, supports, backfilling, and electrical accessories. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

Payment: Payment shall be made at the contract unit price per each.

Bid Item 116: Fencing/Gate Upgrade

Unit: Lump Sum (LS)

Description: This work shall consist of upgrading all fencing, swing gates, sliding gates, and alternate bid items to an eight foot chain-link fabric height. Force Protection Gate is not included. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Item 117: Air Compressors

Unit: Lump Sum (LS)

Description: The item shall consist of all work required to provide and install the air compressors identified on Drawing P3-2. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

Payment: Payment shall be made at the contract unit price for lump sum.

END OF SECTION III - END OF BID FORM



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

STATE OF West Virginia

COUNTY OF Mercer, TO-WIT:

I, Chandler Swope, after being first duly sworn, depose and state as follows:

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

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

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

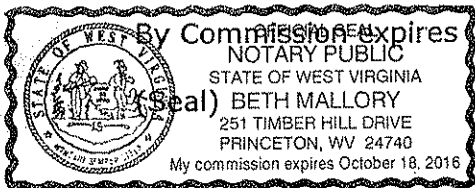
Swope Construction Co.
(Company Name)

By: Chandler Swope

Title: President

Date: 12/18/09

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



October 18, 2016

Beth Mallory
(Notary Public)

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

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

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

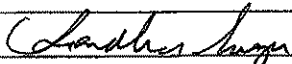
LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: Swope Construction Co.Authorized Signature:  Date: 12/18/09

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Swope Construction Company
of 1325 Bluefield Avenue, Bluefield, WV 24701, 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, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Amount Bid (\$ _____) 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 Ripley Armed Forces Reserve Center, 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 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 17th day of December, 2009.

Principal Corporate Seal

Swope Construction Company
(Name of Principal)
By Charles Swope
(Must be President or Vice President)
President
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)
By: Douglas P. Taylor
Douglas P. Taylor Attorney-in-Fact
Licensed West Virginia Resident Agent

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 220306

Certificate No. 002970486

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

Andrew K. Teeter, Donna J. Price, Douglas P. Taylor, Kimberly L. Miles, C. Lee Jordan, Pamela V. Lanham, and Christopher A. Michel

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 28th day of April, 2009.

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

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



State of Connecticut
City of Hartford ss.

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

On this the 28th day of April, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



[Signature]
Marie C. Tetreault, Notary Public