



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
 DEFK12000

PAGE
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

Harbel, Inc.
 P.O. Box 0358
 Cumberland, MD 21501-0358

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/18/2011				

BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		
<p>***** PLEASE NOTE THERE IS A MANDATORY PRE-BID MEETING SCHEDULED FOR 07/26/2011 AT 10:00 AM AT THE HARDY COUNTY RURAL DEVELOPMENT AUTHORITY LOCATED AT 223 N. MAIN STREET, SUITE 102 MOOREFIELD, WV 26836. ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. ***** PLANS AND SPECIFICATIONS CAN BE OBTAINED FROM THE ARCHITECT AT THE FOLLOWING LOCATION: BASTIAN & HARRIS 300 SUMMERS STREET, SUITE 1200 CHARLESTON, WV 25301 PHONE NO.: 304-342-2151 A \$300.00 DEPOSIT WILL BE REQUIRED FOR THE DOCUMENTS. *****</p>						
<p>BUILDING CONSTRUCTION</p>						
<p>MANDATORY PRE-BID</p>						
<p>A MANDATORY PRE-BID WILL BE HELD ON 07/26/2011 AT 10:00 AM AT THE HARDY COUNTY RURAL DEVELOPMENT AUTHORITY LOCATED AT 223 N MAIN STREET, SUITE 102 MOOREFIELD WV 26836. ALL INTERESTED</p>						

RECEIVED
 AUG 18 P 1:24
 PURCHASING DIVISION
 CHARLESTON WV

SIGNATURE <i>Mark A. Farris</i>				MARK A. FARRIS		TELEPHONE (301) 729-8303		DATE 08/18/2011	
TITLE V.P. & General Counsel			FEIN 52-1005317			ADDRESS CHANGES TO BE NOTED ABOVE			

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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DIV ENGINEERING & FACILITIES
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<p>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 MANDATORY 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> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>INQUIRIES: WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 08/01/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark A. Farris</i>	Mark A. Farris	TELEPHONE (301) 729-8303	DATE 08/18/2011
TITLE V.P. & General Counsel	FEIN 52-1005317	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 EMAIL: TARA.L.LYLE@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</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>						

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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 540 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HARDY 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</p>						

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<p>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 IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCECPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND,</p>						

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<p>IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES 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>						

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<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> <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>						

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<p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 July 28, 2011</p> <p>NO. 2 August 8, 2011</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... Harbel, Inc. SIGNATURE COMPANY August 18, 2011 DATE</p> <p>REV. 11/96</p>						

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 Harbel, Incorporated
 P.O. Box 0358
 Cumberland, MD 21501-0358

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/18/2011				
BID OPENING DATE: 08/18/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				CONTRACTORS LICENSE		
				WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS 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.		
				WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.		
				BIDDER TO COMPLETE:		
				CONTRACTORS NAME: Harbel, Inc.		
				CONTRACTORS LICENSE NO.: WV000349		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT		
				APPLICABLE LAW		
				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.		
				ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Mark A. Farris	TELEPHONE	(301) 729-8303	DATE	08/18/2011
TITLE	V.P. & General Counsel	FEIN	52-1005317	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED '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
 DEFK12000

PAGE
 10

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

*709032150 301-729-8303
 Harbel, Incorporated
 P.O. Box 0358
 Cumberland, MD 21501-0358

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----TL/32-----</p> <p>REQ. NO.:-----DEFK12000-----</p> <p>BID OPENING DATE:-----08/18/2011-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Mark A. Farris* Mark A. Farris TELEPHONE (301) 729-8303 DATE 08/18/2011

TITLE V.P. & General Counsel FEIN 52-1005317 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED '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
 DEFK12000

PAGE
 11

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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*709032150 301-729-8303
 Harbel, Incorporated
 P.O. Box 0358
 Cumberland, MD 21501-0358

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DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/18/2011				

BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (301) 729-0163						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Jared M. Burkett						
***** THIS IS THE END OF RFQ DEFK12000 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark A. Farris</i>	Mark A. Farris	TELEPHONE (301) 729-8303	DATE 08/18/2011
TITLE V.P. & General Counsel	FEIN 52-1005317	ADDRESS CHANGES TO BE NOTED ABOVE	

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

BID FORM

SECTION I – BASE BID AND ALTERNATES

DATED: August 18, 2011
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) Harbel, Inc.
P.O. Box 0358
Cumberland, MD 21501-0358

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 000349

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

**Moorefield Readiness Center
West Virginia Army National Guard
Moorefield, West Virginia**

all in accordance with the Drawings and Specifications as prepared by Bastian & Harris, Architects, 300 Summers Street, Suite 1200, Charleston, West Virginia 25301, 304/342-2151 – 304/342-2197 (fax).

BASE BID:

For the sum of:

\$ 14,942,584.65

Fourteen Million Nine Hundred Forty-two Thousand Five Hundred Eighty-four
(Amount to be shown in both words and numbers) *and 65/100*

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates which the Owner may select, based upon availability of funding. ('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 III - Description of Bid Items for descriptions of Alternates.

Alternate No. 1: Component Shell and Toilet Area

\$ 1,524,000.00

One Million Five Hundred Twenty-four Thousand and 00/100

(Amount to be shown in both words and numbers)

Additional Calendar Days (if any) 0

For Owners information, provide separate amounts below for the above. The amount shown is included in the Alternate No. 1 Proposal above.

Shell \$ 1,500,000.00

One Million Five Hundred Thousand and 00/100

(Amount to be shown in both words and numbers)

Toilets & Storage \$ 24,000.00

Twenty four Thousand and 00/100

(Amount to be shown in both words and numbers)

Alternate No. 2: Classroom Area with Associated Corridors

\$ 397,000.00

Three Hundred Ninety-seven Thousand and 00/100

(Amount to be shown in both words and number)

Additional Calendar Days (if any) 0

Alternate No. 3: West Parking Area

\$ 294,000.00

Two Hundred Ninety-four Thousand and 00/100

(Amount to be shown in both words and numbers)

Additional Calendar Days (if any) 0

Alternate No. 4: Security Fencing Upgrade

\$ 5,000.00

Five Thousand and 00/100

(Amount to be shown in both words and numbers)

Additional Calendar Days (if any) 0

Alternate No. 5: Communications Tower Site

\$ 23,000.00

Twenty Three Thousand and 00/100

(Amount to be shown in both words and numbers)

Additional Calendar Days (if any) 0

Alternate No. 6: Unheated Storage Addition

\$ 153,000.00

One Hundred Fifty-three Thousand and 00/100

(Amount to be shown in both words and numbers)

Additional Calendar Days (if any) 0

Alternate No. 7: Electronic Card Access System

\$ 24,000.00

Twenty-four Thousand and 00/100

(Amount to be shown in both words and numbers)

Additional Calendar Days (if any) 0

Alternate No. 8: 911 Center Build-Out

\$ 583,000.00

Five Hundred Eighty-three Thousand and 00/100

(Amount to be shown in both words and numbers.)

Additional Calendar Days (if any) 0

LIST OF PROPOSED SUBCONTRACTORS, EQUIPMENT / MATERIAL SUPPLIERS:

The successful vendor shall submit the following listing of all subcontractors and all major equipment / material suppliers, along with contractor's license number for each subcontractor, to the Purchasing Division **within ten (10) working days of award**. Only one subcontractor or equipment/material supplier may be listed for each work area. If the branch of work is to be completed solely by the Contractor, so indicate. The successful vendor should establish the reliability and responsibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work, and verify availability of proposed subcontractors. The successful vendor may be requested within thirty (30) calendar days after award of the contract to furnish to the Purchasing Division a more detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof.

Branch of Work/Material Category	Subcontractor/Supplier	Contractor License No.
1. Excavation	_____	_____
2. Asphalt Paving	_____	_____
3. Cast-in-Place Concrete	_____	_____
4. Masonry	_____	_____
5. Steel Erection	_____	_____
6. Roofing Contractor	_____	_____
7. Doors, Frames and Hardware	_____	_____
8. Glass, Glazing and Curtain Wall	_____	_____
9. Gypsum Board Assemblies	_____	_____
10. Painting	_____	_____
11. Flooring / Ceiling	_____	_____
12. Casework	_____	_____
13. Food Service Equipment	_____	_____
14. Plumbing	_____	_____
15. Mechanical	_____	_____
16. Electrical	_____	_____
17. Fire Protection	_____	_____
18. _____	_____	_____
19. _____	_____	_____

(Use Additional Pages as Required)

If awarded contract on Base Bid and any 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 amounts of one hundred (100%) percent of the contract price and fifty thousand dollars (\$50,000.00) 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.

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.

Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. 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.)

#1-07/28/2011

#2-08/08/2011

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.

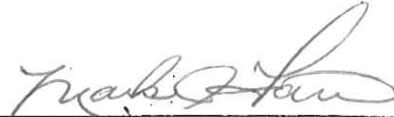
It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the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

SIGNATURE OF BIDDER:

Firm: Harbel, Inc.

By: 
Mark A. Farris

Address: P.O. Box 0358

Title: Vice President & General Counsel

Address: Cumberland, MD 21501-0358

Phone: (301) 729-8303

Address: _____

Fax: (301) 729-0163

END OF SECTION 00400

BID FORM - 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.

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

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
PRIMARY FACILITY					
<u>1</u>	Readiness Center	<u>1</u>	LS	<u>8,660,000.00</u>	<u>8,660,000.00</u>
PROJECT ADMINISTRATION/QUALITY CONTROL					
<u>2</u>	Mobilization/Demobilization	<u>1</u>	LS	<u>210,000.00</u>	<u>210,000.00</u>
<u>3</u>	General Administration	<u>1</u>	LS	<u>977,000.00</u>	<u>977,000.00</u>
<u>4</u>	Project Quality Control	<u>1</u>	LS	<u>114,500.00</u>	<u>114,500.00</u>
<u>5</u>	WVDOH Encroachment Permit (Allowance)	<u>1</u>	LS	<u>\$5,000.00</u>	<u>5,000.00</u>
SITE PREPARATION					
<u>6</u>	Site Preparation	<u>1</u>	LS	<u>750,000.00</u>	<u>750,000.00</u>
<u>7</u>	Sediment and Erosion Control	<u>1</u>	LS	<u>192,000.00</u>	<u>192,000.00</u>
<u>8</u>	Detention Pond	<u>1</u>	LS	<u>62,350.00</u>	<u>62,350.00</u>
<u>9</u>	Waste Disposal	<u>5</u>	TN	<u>155.00</u>	<u>775.00</u>
<u>10</u>	Field Fencing	<u>480</u>	LF	<u>15.25</u>	<u>7260.00</u>
<u>11</u>	Farm Gate	<u>1</u>	EA	<u>1,400.00</u>	<u>1,400.00</u>
EARTHWORK					
<u>12</u>	Unclassified Excavation	<u>300,000</u>	CY	<u>2.00</u>	<u>600,000.00</u>
<u>13</u>	Topsoil	<u>6,400</u>	CY	<u>14.50</u>	<u>92,800.00</u>
<u>14</u>	Soil Drying	<u>100</u>	TN	<u>330.00</u>	<u>33,000.00</u>
<u>15</u>	Over-Excavation	<u>100</u>	SY	<u>37.25</u>	<u>3,725.00</u>
<u>16</u>	8" Subsurface Drains	<u>1,600</u>	LF	<u>38.25</u>	<u>61,200.00</u>
<u>17</u>	6" Subsurface Drains	<u>1,000</u>	LF	<u>23.50</u>	<u>23,500.00</u>
RC ROADS and PAVING					
<u>18</u>	7" Concrete Paving	<u>5,000</u>	SY	<u>62.25</u>	<u>311,250.00</u>
<u>19</u>	(401-001)[1] SG HMA Base Course, ST/GR	<u>1,900</u>	TN	<u>76.00</u>	<u>144,400.00</u>
<u>20</u>	(402-001)[1] SG HMA Skid Pvt. (W-1) ST/GR	<u>530</u>	TN	<u>98.50</u>	<u>52,205.00</u>
<u>21</u>	(207-034) Fabric for Separation	<u>11,511</u>	SY	<u>1.65</u>	<u>18,993.15</u>
<u>22</u>	Fabric Woven (Heavy Duty)	<u>1,215</u>	SY	<u>2.10</u>	<u>2,551.50</u>
<u>23</u>	AASHTO No. 1 Stone	<u>820</u>	TN	<u>25.25</u>	<u>20,705.00</u>
<u>24</u>	(307-001) Aggregate Base Course, Class 1	<u>3,850</u>	CY	<u>40.50</u>	<u>155,925.00</u>
<u>25</u>	Pavement Marking	<u>1</u>	LS	<u>21,375.00</u>	<u>21,375.00</u>
<u>26</u>	Wheel Stops	<u>96</u>	EA	<u>105.00</u>	<u>10,080.00</u>
<u>27</u>	Concrete Curbing	<u>900</u>	LF	<u>46.50</u>	<u>41,850.00</u>

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
28	Signage	1	LS	13,000.00	13,000.00
29	(607-001)[III] Type 1 Guardrail	250	LF	13.25	3,312.50
30	(607-037)[1] Buffer End Section	2	EA	52.00	104.00
31	Bollards 8"	20	EA	700.00	14,000.00
32	Bollards 12"	10	EA	3,900.00	39,000.00
33	Bollards Removeable	12	EA	2,875.00	34,500.00

ACCESS ROAD

34	(207-033) Fabric for Stabilization	13,000	SY	2.10	27,300.00
35	(228-001) Subgrade Preparation	2,900	SY	4.15	12,035.00
24	(307-001) Aggregate Base Course, Class 1	2,240	CY	40.50	90,720.00
36	(307-005) Aggregate Base Course, Class 10	2,650	TN	23.50	62,275.00
19	(401-001)[1] SG HMA Base Course, ST/GR	4,200	TN	76.00	319,200.00
20	(402-001)[1] SG HMA Skid Pvt. (W-1) St or GR	861	TN	98.50	84,808.50
29	(607-001)[III] Type 1 Guardrail	2,213	LF	13.25	29,322.25
30	(607-037)[1] Buffer End Section	8	EA	52.00	416.00
37	(638-002) Right of Way Markers	36	EA	175.00	6,300.00
38	(657-008)(1) 2 LB, Channel Post	100	LF	29.00	2,900.00
39	(657-010)(1) 3 LB, Channel Post	39	LF	30.00	1,170.00
40	(661-001-1) 36" Flat Sheet Sign	108	SF	50.00	5,400.00
41	(661-002) Extruded Panel Sign	18	SF	57.00	1,026.00
42	(663-001-1)[11] Edge Line, Type V, White, (4")	6,660	LF	.36	2,397.60
43	(663-001-2)[11] Edge Line, Type V, White, (4")	115	LF	.36	41.40
44	(663-005)[V] Stop Line, Type, V (24")	54	LF	15.50	837.00
45	(663-002)[V] Centerline, Type V, Yellow (4")	6,650	LF	.36	2,394.00
46	Maintenance of Traffic	1	LS	5,200.00	5,200.00

MISCELLANEOUS

47	Site Improvements	1	LS	832,600.00	832,600.00
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WATER

48	3" PVC Water	675	LF	18.25	12,318.75
49	6" PVC Water	860	LF	26.00	22,360.00
50	10" PVC Water	1,700	LF	42.75	72,675.00
51	10" DIP Water	200	LF	52.50	10,500.00
52	PIV	1	EA	2,600.00	2,600.00
53	Fire Hydrant	4	EA	4,150.00	16,600.00
54	Water Vault	1	LS	25,950.00	25,950.00

SEWER

55	Manholes, Sanitary Sewer	60	VF	415.00	24,900.00
56	Frame and Cover, Sanitary Sewer	12	EA	625.00	7,500.00
57	4" PVC Sanitary Sewer	100	LF	24.25	2,425.00
58	6" PVC Sanitary Sewer	640	LF	28.75	18,400.00

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
59	8" PVC Sanitary Sewer	1,475	LF	32.15	47,421.25
60	8" DIP Sanitary Sewer	100	LF	50.00	5,000.00
61	Cleanout, Sanitary Sewer	6	EA	525.00	3,150.00

STORM DRAINAGE

62	4" PVC Storm	250	LF	18.00	4,500.00
63	6" PVC Storm	550	LF	21.75	11,962.50
64	8" PVC Storm	95	LF	26.50	2,517.50
65	10" PVC Storm	9	LF	31.75	285.75
66	12" PVC Storm	375	LF	37.00	13,875.00
67	15" PVC Storm	340	LF	41.50	14,110.00
68	12" HDPE Storm	250	LF	26.00	6,500.00
69	18" HDPE Storm	875	LF	43.50	38,062.50
70	24" HDPE Storm	130	LF	48.75	6,337.50
71	30" HDPE Storm	380	LF	62.25	23,655.00
72	18" CMP Storm	80	LF	47.00	3,760.00
73	36" CMP Storm	720	LF	64.25	46,260.00
74	48" CMP Storm	270	LF	83.00	22,410.00
75	Type 1 Ditch	300	LF	115.00	34,500.00
76	Type 2 Ditch	500	LF	60.00	30,000.00
77	Type 3 Ditch	500	LF	8.25	4,125.00
78	Type 4 Ditch	1,940	LF	5.50	10,670.00
79	Junction Box	1	EA	1,975.00	1,975.00
80	Modified Junction Box	1	EA	3,625.00	3,625.00
81	Type "B" Drop Inlets	7	EA	1,775.00	12,425.00
82	Type "G" Drop Inlets	2	EA	2,400.00	4,800.00
83	12" Yard Drains	12	EA	1,025.00	12,300.00
84	12" In-Line Inlets	15	EA	675.00	10,125.00
85	Trench Drain and Grate	40	LF	255.00	10,200.00
86	Concrete Headwall	8	EA	2,550.00	20,400.00

ADDITIONAL KITCHEN EQUIPMENT

87	Additional Kitchen Equipment	1	LS	157,000.00	157,000.00
				BID TOTAL	

BID ALTERNATES

BID ALTERNATE #1 - Component Shell and Toilet Area

88	Component Shell and Toilet Area	1	LS	1,524,000.00	1,524,000.00
				TOTAL	

BID ALTERNATE #2 - Classroom Area with Associated Corridors

89	Classroom Areas with Associated Corridors	1	LS	397,000.00	397,000.00
				TOTAL	

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
BID ALTERNATE #3 - West Parking Area					
<u>90</u>	West Parking Area	<u>1</u>	LS	<u>294,000.00</u>	<u>294,000.00</u>
				TOTAL	
BID ALTERNATE #4 - Security Fencing Upgrade					
<u>91</u>	Fencing/Gate Upgrade	<u>1</u>	LS	<u>5,000.00</u>	<u>5,000.00</u>
				TOTAL	
BID ALTERNATE #5 - Communications Tower Site					
<u>92</u>	Communications Tower Site	<u>1</u>	LS	<u>23,000.00</u>	<u>23,000.00</u>
				TOTAL	
BID ALTERNATE #6 - Unheated Storage Addition					
<u>93</u>	Unheated Storage Addition	<u>1</u>	LS	<u>153,000.00</u>	<u>153,000.00</u>
				TOTAL	
BID ALTERNATE #7 - Electronic Card Access System					
<u>94</u>	Electronic Card Access System	<u>1</u>	LS	<u>24,000.00</u>	<u>24,000.00</u>
				TOTAL	
BID ALTERNATE #8 - 911 Center Build-Out					
<u>95</u>	911 Center Build-Out	<u>1</u>	LS	<u>583,000.00</u>	<u>583,000.00</u>
				TOTAL	

SECTION 01230 – ALTERNATES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings, Contract Provisions, Special Provisions, Supplementary Provisions apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An Alternate is a change to the proposed scope of work described in the Bid and Contract Documents, separately priced by the bidders, and accepted at the sole option of the Owner. An Alternate can be a change in quantity, or a change in the products, materials, equipment, systems, or specified methods.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that work affected by each accepted Alternate is complete and fully integrated into the Project.
- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Proposed price for each Alternate shall include miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not specifically mentioned as part of the Alternate.

PART 2 - PRODUCTS (Not Applicable)**PART 3 - EXECUTION****3.1 SCHEDULE OF ALTERNATES****Alternate No. 1 – Component Shell and Toilet Area**

Unit: Lump Sum (LS)

Description: This alternate includes all work, labor and material necessary for a complete building shell designated as the Component area. 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. This alternate includes:

- Deleting brick veneer along the western wall of the area designated on drawings as base bid, and deleting Door 1C5
- Where Door 1C5 is deleted, provide a temporary gypsum board wall with solid core wood door in hollow metal frame extending across corridor 1C5 where bulkhead is shown across ceiling adjacent to door 151.
- Concrete floor slabs, all perimeter masonry walls, brick veneer, stone accents, interior masonry bearing walls along Corridor 1C6 and Lobby 1L2 including the installation of all hollow metal frames located in this wall, metal fascias, roof system, metal roof screen, all underfloor slab plumbing and electrical rough-ins, and perimeter masonry wall and interior masonry bearing wall electrical rough-ins.

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- Complete finishing of Toilets 1T7 and 1T8, Janitor Closets 1J1 and 1J2, and Table / Chair Storage 100A.
- Doors 1C6, 1J1, 1J2, 100A, 100A1, and 100A2.
- Temporary gypsum board on metal stud partition running across Corridor 1C6 between Toilets 1T7 and 1T8.
- Air Handling Units #8, #10 and #12 installed on roof and Exhaust Fan #11 all complete and ready for operation. Branch ductwork extended into unfinished area is to remain open with no diffusers.
- All rooftop mounted equipment curbs and associated flashings.
- Skylight above Lobby 1L2. (Bulkhead to be part of Alternate 2 below.)
- Electric Heating Unit 1 located above Doors 1V1-1, 1V1-2 and 1C6-1.
- Toilets 1T7 and 1T8, Janitor Closets 1J1 and 1J2, and Table / Chair Storage 100A is to be complete and ready for use as accessed from Assembly Hall 100. Refer to Drawings A102 and A102A for specific scope between base bid and this alternate.
- All sidewalks and concrete curbs extending from Doors 1V2-1, 1V2-2, 1C6-1 and 100-A over to western parking lot.
- Recessed floor slab in the area to later receive raised access flooring in the 911 Center.

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.

Alternate No. 2 – Classroom Area with Associated Corridors

Unit: Lump Sum (LS)

Description: This alternate includes all work, labor and material necessary for the partial build-out of the Component Shell included in Alternate No. 1 above for the Lobby, Corridor and Classroom 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. This alternate includes:

- All construction, finishes, equipment, mechanical equipment, plumbing and electrical necessary to complete Lobby 1L2, Vestibule 1V2, Corridor 1C6, Classrooms 152A, 152B, 152C and 152D, and Storage Room 152-A.
- Rooftop equipment RTU #11 and #13 and all associated ductwork, as well as remaining ductwork and diffusers for RTU #10 and #12.
- Deletion of temporary partition across Corridor 1C6 and 1C5 as described in Alternate No. 1 above.
- Installation of doors in Corridor 1C6 and Lobby 1L2, Doors 1V2-3, 1V2-4, transom window between Vestibule and Office 153A, and associated hardware.
- All casework in Lobby 1L2.
- Bulkhead about skylight.
- Ductless HVAC split-system DU-8 in Room 152A-1 and CU-8 on Roof.

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.

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Alternate No. 3 – West Parking Area**Unit:** Lump Sum (LS)

Description: Western Area Parking shall consist of constructing the parking area and walkways within the area delineated on the plans. It shall include, but is not limited to, asphalt, aggregate base, geotextile fabric, pavement marking, signage, and concrete walks. 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.

Alternate No. 4 – Security Fencing Upgrade**Unit:** Lump Sum (LS)

Description: This work shall consist of upgrading all security 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.

Alternate No. 5 – Communications Tower Site**Unit:** Lump Sum (LS)

Description: This work consists of furnishing and complete installation of the improvements for the communications tower site as shown on the plans. The price shall include fencing, gates, and gravel paving. 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.

Alternate No. 6 – Unheated Storage Addition**Unit:** Lump Sum (LS)

Description: This alternate includes all work, labor and material necessary for a complete Unheated Storage 122. 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. This alternate includes:

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- All foundations, perimeter bearing walls, roof, fascias, and roof screen as an extension from the existing building.
- Deleting the brick veneer between Storage Rooms 121 and 122 which was in Base Bid.
- All interior finishing, cages, electrical, and roof drains associated with this area.

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.

Alternate No. 7 – Electronic Card Access System

Unit: Lump Sum (LS)

Description: This alternate includes all work, labor and material necessary for providing an Electronic Card Access System with Card Readers. 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. This alternate includes:

- System at Doors 1V1-2, 1V2-2, 153-1, 151-2, and 151-1.

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.

Alternate No. 8 – 911 Center Build-Out

Unit: Lump Sum (LS)

Description: This alternate includes all work, labor and material necessary for the partial build-out of the 911 Center in the unfinished shell of Alternate No. 1. 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. This alternate includes:

- All finishes, plumbing, lighting and electric.
- Build-out for all spaces with designation starting at 153, 153A through 153Q.
- Installation and complete ductwork system for RTU #8 and installation of RTU #9, Exhaust Fans #12 and #13, and associated ductwork and diffusers.
- Ductless HVAC split-systems DU-9A and DU-9B in Room 153L; and, CU-9A and CU-9B on Roof.

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.

END OF SECTION 01230

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SECTION III OF BID FORM

Bid Item 1: Readiness Center**Unit:** Lump Sum

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 Readiness Center building and/or assembly as shown under Base Bid in drawings and Specifications. Readiness Center includes lobbies, corridors, administration space, recruiting and family support space, educational facilities, storage, locker rooms, physical training rooms, mail rooms, drills halls, toilets, janitor closets, as well as mechanical, electrical, and data rooms.

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 systems; fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the drawings and Project Manual, dated 1 July 2011 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 2: Mobilization/Demobilization**Unit:** Lump Sum

Description: This work shall consist of the performance of construction preparatory operations associated with the sitework, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; establishment and removal of the contractor's field office and storage facilities, including fenced enclosure of staging area.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

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 3: General Administration**Unit:** Lump Sum

Description: This work shall consist of performing the construction administrative duties associated with managing the construction of the Sitework as stated in Division 1 and throughout the Specifications associated with the Sitework, providing construction layout, providing temporary utilities for the site 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.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

Payment: This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 4: Project Quality Control**Unit:** Lump Sum

Description: This work shall consist of establishing and maintaining a Quality Control Program throughout the duration of the project.

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

Payment: This item will be paid for at the contract lump sum price, based on percentage of completion.

Bid Item 5: WVDOH Encroachment Permit(s) (Allowance)**Unit:** Lump Sum (LS) (Allowance)

Description: This work shall consist of obtaining encroachment permit(s) for the access road tie-in, utilities, 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 6: 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, demolition, temporary safety fence and barricades for taxiway closures, 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 7: 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 of a modification to the existing WV NPDES permit, 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 modification to the existing 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 Items 8: Detention Pond

Unit: Lump Sum (LS)

Description: This work shall consist of constructing the sediment/detention pond as shown in the Plans. The work includes excavation, importation of soils, concrete, backfill, inlet and outlet structures, pipes, outlet protection, sediment removal, renovation to a detention pond, and maintenance. 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 9: Waste Disposal

Unit: Ton (TN)

Description: This work shall include, but is not limited to, disposal of rubbish, trash, scrap, and other materials encountered at the site that require disposal at a sanitary landfill. The work

includes sorting, loading, hauling, and disposal. 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 as evidenced by weigh tickets from a legally operating sanitary landfill and certified by the contractor to be correct.

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

Bid Item 10: Field Fencing

Unit: Linear Foot (LF)

Description: This work consists of furnishing and complete installation of field fencing. The price will include clearing vegetation, 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 11: Farm Gate

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of farm gates for field fences. 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 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 to on-site or off-site locations stated in the plans, 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: Top Soil

Unit: Cubic Yard (CY)

Description: This work shall consist of, but is not limited to, furnishing, amending, placing and fine grading imported topsoil in the areas indicated 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: The method of measurement for determining the quantity of topsoil will be by multiplying the area topsoiled by an average depth measurement taken in the field. A minimum of one depth measurement per 10,000 sf (100' x 100') will be used to determine the coverage depth.

Payment: This item will be paid for at the contract unit price per cubic 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: 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 Items 16-17: Subsurface Drains, 8" and 6"

Unit: Linear Foot (LF)

Description: This work shall consist of installation of subsurface drains of various sizes 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: 7" 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: (401-001)[1] SG HMA Base Course, ST/GR

Unit: Ton (TN)

Description: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Bid Item 20: (402-001)[1] SG HMA Skid Pvt. (W-1) ST/GR

Unit: Ton (TN)

Description: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Bid Item 21: (207-034) Fabric for Separation

Unit: Square Yard (SY)

Description: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Bid Item 22: Fabric Woven (Heavy Duty)

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing heavy duty woven geotextile fabric 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 23: AASHTO No. 1 Stone

Unit: Ton (TN)

Description: This work includes, but is not limited to, furnishing and complete installation of designated aggregate course for pavements 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: 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 24: (307-001) Aggregate Base Course, Class 1

Unit: Cubic Yard (CY)

Description: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Bid Item 25: Pavement Marking

Unit: Lump Sum (LS)

Description: Pavement markings shall consist of furnishing and installing various types of markings, as shown on the plans for the Readiness Center only 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 26: 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 27: Concrete Curbing

Unit: Linear Foot (LF)

Description: This work shall includes, 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 28: 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.

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Bid Item 29: (607-001)[II] Type 1 Guardrail**Unit:** Linear Foot (LF)**Description:** Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Measurement:** Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Payment:** Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Bid Item 30: (607-037)[1] Buffer End Section****Unit:** Each (EA)**Description:** Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Measurement:** Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Payment:** Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Bid Item 31–33: Bollards – 8", 12", and 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 34: (207-033) Fabric for Stabilization****Unit:** Square Yard (SY)**Description:** Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Bid Item 35: (228-001) Subgrade Preparation

Unit: Square Yard (SY)

Description: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Bid Item 36: (307-005) Aggregate Base Course, Class 10

Unit: Ton (TN)

Description: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Bid Item 37: (638-002) Right of Way Markers

Unit: Each (EA)

Description: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Bid Item 38: (657-008)(1) 2 LB, Channel Post**Unit:** Linear Feet (LF)**Description:** Refer to WDOH Standard Specifications Roads and Bridges, adopted 2010; including WDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Measurement:** Refer to WDOH Standard Specifications Roads and Bridges, adopted 2010; including WDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Payment:** Refer to WDOH Standard Specifications Roads and Bridges, adopted 2010; including WDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Bid Item 39: (657-010)(1) 3 LB, Channel Post****Unit:** Linear Feet (LF)**Description:** Refer to WDOH Standard Specifications Roads and Bridges, adopted 2010; including WDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Measurement:** Refer to WDOH Standard Specifications Roads and Bridges, adopted 2010; including WDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Payment:** Refer to WDOH Standard Specifications Roads and Bridges, adopted 2010; including WDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Bid Item 40: (661-001-1) 36" Flat Sheet Sign****Unit:** Square Feet (SF)**Description:** Refer to WDOH Standard Specifications Roads and Bridges, adopted 2010; including WDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Measurement:** Refer to WDOH Standard Specifications Roads and Bridges, adopted 2010; including WDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Payment:** Refer to WDOH Standard Specifications Roads and Bridges, adopted 2010; including WDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.**Bid Item 41: (661-002) Extruded Panel Sign****Unit:** Square Feet (SF)**Description:** Refer to WDOH Standard Specifications Roads and Bridges, adopted 2010; including WDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOH Standard Specifications Roads and Bridges, adopted 2010; including WVDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOH Standard Specifications Roads and Bridges, adopted 2010; including WVDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Bid Item 42: (663-001-1)[11] Edge Line, Type V, White, (4")

Unit: Linear Feet (LF)

Description: Refer to WVDOH Standard Specifications Roads and Bridges, adopted 2010; including WVDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOH Standard Specifications Roads and Bridges, adopted 2010; including WVDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOH Standard Specifications Roads and Bridges, adopted 2010; including WVDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Bid Item 43: (663-001-2)[11] Edge Line, Type V, White, (4")

Unit: Linear Feet (LF)

Description: Refer to WVDOH Standard Specifications Roads and Bridges, adopted 2010; including WVDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOH Standard Specifications Roads and Bridges, adopted 2010; including WVDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOH Standard Specifications Roads and Bridges, adopted 2010; including WVDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Bid Item 44: (663-005)[V] Stop Line, Type, V (24")

Unit: Linear Feet (LF)

Description: Refer to WVDOH Standard Specifications Roads and Bridges, adopted 2010; including WVDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Measurement: Refer to WVDOH Standard Specifications Roads and Bridges, adopted 2010; including WVDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

Payment: Refer to WVDOH Standard Specifications Roads and Bridges, adopted 2010; including WVDOH Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.

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Bid Item 45:	(663-002)[V] Centerline, Type V, Yellow (4")
Unit:	Linear Feet (LF)
Description:	Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.
Measurement:	Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.
Payment:	Refer to WVDOT Standard Specifications Roads and Bridges, adopted 2010; including WVDOT Supplemental Specifications to Accompany the Standard Specifications Roads and Bridges, issued January 1, 2011.
Bid Item 46:	Maintenance of Traffic
Unit:	Lump Sum (LS)
Description:	This work shall consist of implementing the traffic control requirements outlined in the plans for tie-in of the access road to the existing road at the college and tie-in at WV 55 (Corridor H). 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 Item 47:	Site Improvements
Unit:	Lump Sum (LS)
Description:	This work shall consist of the various site improvements shown on the plans to include but not limited to sidewalks, revegetation, gates, fencing, flagpoles, stairs, helipad, walls, vehicle wash rack, oil/water separator, loading ramp, trash enclosure, fuel truck pad and any other improvements outside the building not specifically listed elsewhere. 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 48–51:	Water Line, PVC – 3", 6", and 10"; Waterline, DIP – 10"
Unit:	Linear Foot (LF)
Description:	This work shall consist of furnishing and installing various sizes of water line. These prices shall fully compensate the Contractor for providing pipe, fittings, valves, bedding, excavation, backfill, concrete thrust blocks, concrete encasement, steel casing pipe, asphalt repair, curb stops, flushing, testing, coordination with the Hardy County Public

Service District and agencies having jurisdiction 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 52: 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 53: 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 54: Water Vault

Unit: Lump Sum (LS)

Description: This work consists of furnishing, placing and installing the precast concrete vaults, 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 based on completion and acceptance of the work by the COTR and authorities having jurisdiction.

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

Bid Item 55: 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 vertical feet of manhole in place, as measured from the invert to the top of concrete or spacer ring, 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 56: 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 57-60: PVC Sanitary Sewer – 4", 6", and 8"; DIP – 8"**Unit:** Linear Foot (LF)

Description: This work shall consist of furnishing and installing various sizes of 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 Hardy County Rural Development Authority 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 61: 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 Items 62–67: Storm Line, PVC – 4", 6", 8", 10", 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, and fittings. 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 30"

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, and fittings, 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 Items 72–74: Storm Line, CMP – 18", 36", and 48"

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of corrugated metal pipe for storm drainage. Pipe, bedding, excavation, backfill, fill, and fittings, 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 Items 75-76: Type 1 Ditch, Type 2 Ditch

Unit: Linear Foot (LF)

Description: This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric, riprap and grout. Excavation, shaping and lining and geotextile fabric are incidental.

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 Items 77-78: Type 3 Ditch, Type 4 Ditch

Unit: Linear Foot (LF)

Description: This work shall consist of the construction of open flow ways for surface drainage, using permanent 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 Items 79-80: Junction Box, Modified 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 81–82: Drop Inlets – Type “B” and “G”

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 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 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: 12” 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 Feet (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.

Payment: Payment shall be made at 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 for each headwall completely installed.

Payment: Payment shall be made at the contract unit price for each complete and in place.

Bid Item 87: Additional 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 on the Kitchen Equipment Schedule. The full extent of this work is defined by the Contract Document, including the drawings and project manual, dated 1 July 2011, 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. 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 for item will be in accordance with the specifications.

ALTERNATE BID ITEMS

Bid Item 88: Alternate No. 1 – Component Shell and Toilet Area

Unit: Lump Sum (LS)

Description: This alternate includes all work, labor and material necessary for a complete building shell designated as the Component area. 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. This alternate includes:

- Deleting brick veneer along the western wall of the area designated on drawings as base bid, and deleting Door 1C5
- Where Door 1C5 is deleted, provide a temporary gypsum board wall with solid core wood door in hollow metal frame extending across corridor 1C5 where bulkhead is shown across ceiling adjacent to door 151.
- Concrete floor slabs, all perimeter masonry walls, brick veneer, stone accents, interior masonry bearing walls along Corridor 1C6 and Lobby 1L2 including the installation of all hollow metal frames located in this wall, metal fascias, roof system, metal roof screen, all underfloor slab plumbing and electrical rough-ins, and perimeter masonry wall and interior masonry bearing wall electrical rough-ins.
- Complete finishing of Toilets 1T7 and 1T8, Janitor Closets 1J1 and 1J2, and Table / Chair Storage 100A.
- Doors 1C6, 1J1, 1J2, 100A, 100A1, and 100A2.

- Temporary gypsum board on metal stud partition running across Corridor 1C6 between Toilets 1T7 and 1T8.
- Air Handling Units #8, #10 and #12 installed on roof and Exhaust Fan #11 all complete and ready for operation. Branch ductwork extended into unfinished area is to remain open with no diffusers.
- All rooftop mounted equipment curbs and associated flashings.
- Skylight above Lobby 1L2. (Bulkhead to be part of Alternate 2 below.)
- Electric Heating Unit 1 located above Doors 1V1-1, 1V1-2 and 1C6-1.
- Toilets 1T7 and 1T8, Janitor Closets 1J1 and 1J2, and Table / Chair Storage 100A is to be complete and ready for use as accessed from Assembly Hall 100. Refer to Drawings A102 and A102A for specific scope between base bid and this alternate.
- All sidewalks and concrete curbs extending from Doors 1V2-1, 1V2-2, 1C6-1 and 100-A over to western parking lot.
- Recessed floor slab in the area to later receive raised access flooring in the 911 Center.

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 89: Alternate No. 2 – Classroom Area with Associated Corridors

Unit: Lump Sum (LS)

Description: This alternate includes all work, labor and material necessary for the partial build-out of the Component Shell included in Alternate No. 1 above for the Lobby, Corridor and Classroom 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. This alternate includes:

- All construction, finishes, equipment, mechanical equipment, plumbing and electrical necessary to complete Lobby 1L2, Vestibule 1V2, Corridor 1C6, Classrooms 152A, 152B, 152C and 152D, and Storage Room 152-A.
- Rooftop equipment RTU #11 and #13 and all associated ductwork, as well as remaining ductwork and diffusers for RTU #10 and #12.
- Deletion of temporary partition across Corridor 1C6 and 1C5 as described in Alternate No. 1 above.
- Installation of doors in Corridor 1C6 and Lobby 1L2, Doors 1V2-3, 1V2-4, transaction window between Vestibule and Office 153A, and associated hardware.
- All casework in Lobby 1L2.
- Bulkhead about skylight.
- Ductless HVAC split-system DU-8 in room 152A-1 and CU-8 on roof.

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 90: Alternate No. 3 – West Parking Area

Unit: Lump Sum (LS)

Description: Western Area Parking shall consist of constructing the parking area and walkways within the area delineated on the plans. It shall include, but is not limited to, asphalt, aggregate base, geotextile fabric, pavement marking, signage, and concrete walks. 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 91: Alternate No. 4 – Security Fencing Upgrade

Unit: Lump Sum (LS)

Description: This work shall consist of upgrading all security 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 92: Alternate No. 5 – Communications Tower Site

Unit: Lump Sum (LS)

Description: This work consists of furnishing and complete installation of the improvements for the communications tower site as shown on the plans. The price shall include fencing, gates, and gravel paving. 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 93: Alternate No. 6 – Unheated Storage Addition

Unit: Lump Sum (LS)

Description: This alternate includes all work, labor and material necessary for a complete Unheated Storage 122. 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. This alternate includes:

- All foundations, perimeter bearing walls, roof, fascias, and roof screen as an extension from the existing building.
- Deleting the brick veneer between Storage Rooms 121 and 122 which was in Base Bid.

- All interior finishing, cages, electrical, and roof drains associated with this area.

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 94: Alternate No. 7 – Electronic Card Access System

Unit: Lump Sum (LS)

Description: This alternate includes all work, labor and material necessary for providing an Electronic Card Access System with Card Readers. 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. This alternate includes:

- System at Doors 1V1-2, 1V2-2, 153-1, 151-2, and 151-1.

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 95: Alternate No. 8 – 911 Center Build-Out

Unit: Lump Sum (LS)

Description: This alternate includes all work, labor and material necessary for the partial build-out of the 911 Center in the unfinished shell of Alternate No. 1. 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. This alternate includes:

- All finishes, plumbing, lighting and electric.
- Build-out for all spaces with designation starting at 153, 153A through 153Q.
- Installation and complete ductwork system for RTU #8 and installation of RTU #9, Exhaust Fans #12 and #13, and associated ductwork and diffusers.
- Ductless HVAC split-systems DU-9A and DU-9B in room 153L; CU-9A and CU-9B on roof.

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.

END OF SECTION

CONTRACTOR'S LICENSE

West Virginia State Code §21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Department of Labor, 1800 Washington Street, East, Charleston, WV. 25305. Telephone: 304/558-7890.

West Virginia State Code §21-11-11 requires any prospective bidder to include the contractor's license number on their bid.

Bidders to Complete:

Contractor's Name: Harbel, Inc.

Contractor's License No.: WV000349

The successful bidder will be required to furnish a copy of their contractor's license prior to the issuance of a Purchase Order/Contract.



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
DEFK12000

PAGE
1

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

VENDOR	*709032150	301-729-8303
	HARBEL INCORPORATED	
	PO BOX 0358	
	CUMBERLAND MD 21501-0358	

SHIP TO	DIV ENGINEERING & FACILITIES	
	ARMORY BOARD SECTION	
	1707 COONSKIN DRIVE	
	CHARLESTON, WV	25311-1099
		304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2011				

BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO ATTACH THE PRE-BID SIGN-IN SHEETS FROM THE MANDATORY PRE-BID MEETING HELD ON 07/26/2011. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: DEFK12000						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO. S:						
NO. 1 July 28, 2011						
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS							
SIGNATURE	Mark A. Farris			TELEPHONE	(301) 729-8303	DATE	08/18/2011
TITLE	V.P. & General Counsel		FEIN	52-1005317		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
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PAGE
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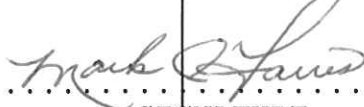
ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 304-558-2544

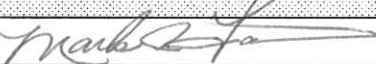
VENDOR
 *709032150 301-729-8303
 HARBEL INCORPORATED
 PO BOX 0358
 CUMBERLAND MD 21501-0358

SHIP TO
 DIV ENGINEERING & FACILITIES
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 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2011				

BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;">  SIGNATURE </p> <p style="text-align: center;"> Harbel, Inc. COMPANY </p> <p style="text-align: center;"> August 18, 2011 DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	Mark A. Farris	TELEPHONE (301) 729-8303	DATE 08/18/2011
TITLE V.P. & General Counsel	FEIN 52-1005317	ADDRESS CHANGES TO BE NOTED ABOVE	

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RFQ NUMBER
 DEFK12000

PAGE
 3

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

VENDOR
 *709032150 301-729-8303
 HARBEL INCORPORATED
 PO BOX 0358
 CUMBERLAND MD 21501-0358

SHIP TO
 DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
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 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2011				

BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		
BUILDING CONSTRUCTION						
***** THIS IS THE END OF RFQ DEFK12000 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Mark A. Farris TELEPHONE (301) 729-8303 DATE 08/18/2011

TITLE V.P. & General Counsel FEIN 52-1005317 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

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VENDOR

*709032150 301-729-8303
HARBEL INCORPORATED
PO BOX 0358

CUMBERLAND MD 21501-0358

SHIP TO

DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

1707 COONSKIN DRIVE
CHARLESTON, WV
25311-1099 304-341-6368

DATE PRINTED 08/08/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/18/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. REVISED BID FORM ATTACHED. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
REQUISITION NO.: DEFK12000						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NO.'S:						
NO. 1 July 28, 2011						
NO. 2 August 8, 2011						
NO. 3 						
NO. 4 						
NO. 5 						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark A. Farris</i>	Mark A. Farris	TELEPHONE (301) 729-8303	DATE 08/18/2011
TITLE V.P. & General Counsel	FEIN 52-1005317	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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VENDOR

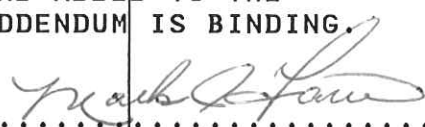
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BID OPENING DATE: **08/18/2011** BID OPENING TIME **01:30PM**

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0001	1	JB		968-20		
BUILDING CONSTRUCTION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS					
SIGNATURE	Mark A. Farris	TELEPHONE	(301) 729-8303	DATE	08/18/2011
TITLE	V.P. & General Counsel	FEIN	52-1005317	ADDRESS CHANGES TO BE NOTED ABOVE	

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000349

Classification:

GENERAL BUILDING
GENERAL ENGINEERING
MULTIFAMILY
MASONRY
ROOFING

HARBEL INC
DBA HARBEL INC
PO BOX 358
CUMBERLAND, MD 21501-0358

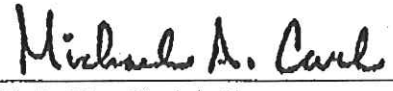
Date Issued

AUGUST 02, 2011

Expiration Date

AUGUST 02, 2012


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, (C) of (D), (E) as Principal, and (F) of (G), (H), a corporation organized and existing under the laws of the State of (I) with its principal office in the City of (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of (K) (\$ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

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

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

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

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

Principal Corporate Seal

(R)

(U) Surety Corporate Seal

(Q) (Name of Principal)

By (S) (Must be President or Vice President)

(T) Title

(V) (Name of Surety)

(W) Attorney-in-Fact

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

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Page T. SHANKLIN, H. Glenn TWIGG, Craig E. WENGERD, Jay A. BATESON and Michael FETCHERO, all of Cumberland, Maryland, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Page T. SHANKLIN, H. Glenn TWIGG, Craig E. WENGERD, Jay A. BATESON, dated February 14, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of September, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

By:

William J. Mills

Gerald F. Haley Assistant Secretary *William J. Mills* Vice President

State of Maryland }
City of Baltimore } ss:

On this 6th day of September, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski Notary Public
My Commission Expires: July 8, 2011

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

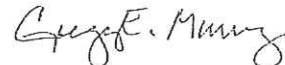
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 18th day of August, 2011.



Assistant Secretary



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

STATE OF Maryland

COUNTY OF Allegany, TO-WIT:

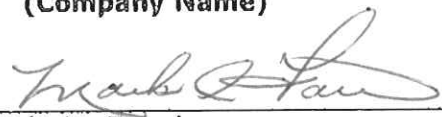
I, Mark A. Farris, after being first duly sworn, depose and state as follows:

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

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

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

Harbel, Inc.
(Company Name)

By: 
Mark A. Farris

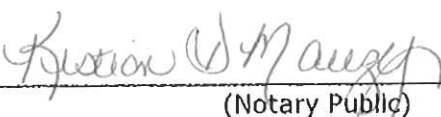
Title: Vice President & General Counsel

Date: August 18, 2011

Taken, subscribed and sworn to before me this 18th day of August, 2011 .

By Commission expires June 7, 2015

(Seal)


(Notary Public)
Kistion D. Mauzy

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.

RFQ No. DEFK12000

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

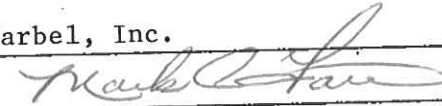
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Harbel, Inc.

Authorized Signature:  Date: August 18, 2011

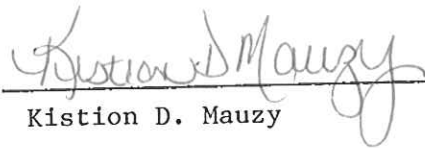
State of Maryland

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 18 day of August, 2011.

My Commission expires June 7, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC 
Kistion D. Mauzy