



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

Request for Quotation

BFO NUMBER
DEFK10001

PAGE
1

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

J D & E, Inc.
 P.O. Box 6253
 Wheeling, WV 26003

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	FOB	FREIGHT TERMS
07/22/2009				

BID OPENING DATE: **08/27/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
BUILDING CONSTRUCTION CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT A NEW 7,000 SQUARE FOOT BUILDING FOR THE WEST VIRGINIA ARMY NATIONAL GUARD, PER THE SPECIFICATIONS. MANDATORY ON-SITE PRE-BID: 8/6/09; 10:00 AM WVANG 1707 COONSKIN DRIVE CHARLESTON, WV 25311 QUESTIONS: QUESTIONS SHALL BE SUBMITTED TO JOHN ABBOTT AT JOHN.H.ABBOTT@WV.GOV, NO LATER THAN 08/05/2009; 11:00 AM EXHIBIT 5 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.						

RECEIVED

2009 SEP -3 PM 1:18

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Mark R. Sampson* Mark R. Sampson TELEPHONE: 304-232-5000 DATE: 9/03/09
 TITLE: Vice Pres. Estimating FEIN: 55-0742317 ADDRESS CHANGES (TO BE NOTED ABOVE)

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



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<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p>						

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PAGE 3

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VENDOR

**DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION**

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<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 ACCEPABLE 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, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS</p>						

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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.

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.

IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.

REV. 3/88

EXHIBIT 9

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-232-5000	DATE 9/03/09
TITLE Vice President Estimating	FEBN 55-0742317	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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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I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
 ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO
 MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NOS.:

- NO. 1 XX
- NO. 2 XX
- NO. 3 XX
- NO. 4
- NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
 ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.

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.

.....
 Mark R. Sampson, Vice President Estimating
 J. D. & E. Inc.
 September 3, 2009

REV. 11/96

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	Mark R. Sampson	TELEPHONE 304-232-5000	DATE Sept. 3, 2009
TITLE Vice Pres. Estimating	FEIN 55-0742317	ADDRESS CHANGES TO BE NOTED ABOVE	

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7

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				CONTRACTORS LICENSE		
				<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ... J. D. & E., Inc.</p> <p>CONTRACTORS LICENSE NO.: ... WV024415</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS</p>		

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DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.						
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.						
REV. 5/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT-----		
REQ. NO.:				DEFK10001-----		
BID OPENING DATE:				8/27/2009-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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MANDATORY PRE-BID**Current Language:**

A mandatory pre-bid meeting will be held on 08/06/09 at 10:00 a.m. at the West Virginia Army National Guard, 1707 Coonskin Drive, Charleston, WV 25311. All interested parties are required to attend this meeting. Failure to attend the mandatory pre-bid shall result in disqualification of the bid. No one person may represent more than one bidder.

Add:

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 complete mailing address, telephone number, e-mail address and fax number.

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.

ADVERTISEMENT FOR BIDS

Sealed bids for The New Family Readiness Center For The West Virginia Army National Guard, Charleston, West Virginia, will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until the time and date listed in the State's Request for Quotations. Bids will be opened and publicly read aloud at that time.

The bidding documents consist of the Request for Quotations, plans, and specifications. The Request for Quotations can be obtained by contact the WV Purchasing Division Bid Request Line at 304-558-2063, or in writing by contacting the address listed below. Plans and specifications may be obtained by contacting: ZMM Architects & Engineers, 222 Lee Street West, Charleston, West Virginia 25302; 304-342-0159 (phone); 304-345-8144 (fax).

Up to 2 sets of bidding documents for this project may be obtained by qualified prime contractors from the office of ZMM, Inc., Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302. A deposit of \$150.00 payable to ZMM, Inc., will be required for each set of documents. Deposits will be refunded if bidding documents are returned to the Architect in good condition within 20 days of bid date. Bidders will be responsible for cost of shipping and handling.

Request for Quotations may be obtained by contacting:

State Of West Virginia
Department Of Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305
Phone: 304-558-2063

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

Kan. Valley Builder's Assoc.
1627 Bigley Avenue
Charleston, WV 25302
304-342-7141

McGraw-Hill/F. W. Dodge
437 19th Street
Dunbar, WV 25064
304-766-6880/FAX 304-766-6882

Contractors Association of WV
2114 Kanawha Boulevard East
Charleston, WV 25311
304-342-1166/FAX 304-342-1074

Construction Employers Assoc.
of North Central WV,
2794 White Hall Blvd.
White Hall, WV 26554
304-367-1290/FAX 304-367-0126

Reed Construction Data
30 Technology Parkway South
Suite 100
Norcross, GA 30092
770-417-4000/
FAX 770-849-6475

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

BID FORM

SECTION I - BASE BID AND ALTERNATES

Dated: September 3, 2009
(Bidder to insert date bid submitted)

SUBMITTED BY:

J D & E, Inc. *(hereinafter called "Bidder")*

West Virginia Contractor's License Number: WV 024415

SUBMITTED TO: State of West Virginia
 Finance and Administration
 Purchasing Division

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete installation of

**The New Family Readiness Center
 West Virginia Army National Guard
 Coonskin Drive
 Charleston, West Virginia**

in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

For the sum of: Two Million Five Hundred Ninety Eight
 Thousand Dollars and zero Cents. (\$ 2,598,000⁰⁰)

ALTERNATES:

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

Alternate Bid No. 1 - To provide construction of the manufactured stone and mulch path including all associated site work, all as indicated on the Drawings and as specified.

ADD the sum of: Twenty Two Thousand Dollars and
 zero Cents. (\$ 22,000⁰⁰)

Submitted by: J D & E, Inc.
(Firm Name)

Alternate Bid No. 2 - To provide and install the domestic booster pump, as indicated on the Drawings and as specified.

ADD the sum of: Seventeen Thousand Four
Hundred Dollars and zero Cents (\$ 17,400⁰⁰)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than 365 calendar days from Notice to Proceed. The Bidder understands that the Owner may retain a sum as set forth in Article 9, Paragraph 9.11 - "Liquidated Damages," of the Supplementary Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty.

Accompanying this proposal is a bid bond in the amount of Five Percent of Amount Bid
(\$ 5%),

payable to the Owner, which it is agreed shall be retained as liquidated damages by the Owner if the undersigned fails to execute a contract in conformance with the Form of Contract, and to furnish a Surety Company Bond in a penal sum equal to at least the full contract sum with ten (10) days after notification of award of the contract to the undersigned.

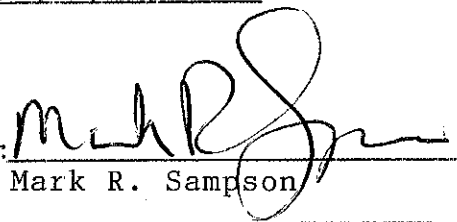
The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days.

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

- #1, 8/16/09
- #2, 8/18/09
- #3, 8/26/09

SIGNATURE OF BIDDER:

Firm: J D & E, Inc.

By: 
Mark R. Sampson

Address: P.O. Box 6253

Title: _____

Address: 200 G C & P road

Phone: 304-232-5000

Address: Wheeling, WV 26003

Fax: 304-232-0619

Tax Cert #: 550742317-001

SECTION II - BID ITEMS AND UNIT COSTS

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

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

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
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Primary Facility Base Bid					
1	Primary Facility	1	LS	1,745,025	1,745,025
PRIMARY FACILITY BASE BID TOTAL					1,745,025

Project Administration/Quality Control Base Bid					
2	Mobilization/Demobilization	1	LS	13,700	13,700
3	General Administration	1	LS	106,000	106,000
4	Project Quality Control	1	LS	9300	9300
PROJECT ADMINISTRATION/QUALITY CONTROL TOTAL					129,000

Civil/Site Base Bid					
5	Sediment and Erosion Control	1	LS	13,200	13,200
6	Site Preparation	1	LS	29,300	29,300
7	Unclassified Excavation	2550	CY	16.50	42,075
8	Over-excavation	200	CY	30.50	6100
9	Concrete Sidewalk	130	SY	180	23,400
10	Concrete Stairs and Ramps	1	LS	2600	2600
11	HMA Wearing Course	230	TN	100	23000
12	HMA Base Course	450	TN	96	43200
13	Free Draining Base	450	TN	83	37350
14	Free Draining Base Trench and Piping	1200	LF	15	18000
15	Locking/Removable Bollards	11	EA	1275	14,025
16	Retaining Wall	2100	SF	28	58,800
17	Lawns	1	LS	52,700	52,700
18	Landscaping	1	LS	6,200	6,200
19	Geotextile Fabric	2,200	SY	1.25	2,750
20	Boulder Movement and Storage	1	LS	10,800	10,800
21	Class 1 Stone	450	TN	51	22,950
22	Pavement Marking	1	LS	1200	1200
23	Wheel Stops	18	EA	100	1800
24	Grass Pave	230	SY	146	33580
25	Guardrail	370	LF	33	12,210

26	Signage	1	LS	5000	5000
27	Water Line, DIP, 3"	650	LF	61	39,650
28	Water Line, DIP, 6"	280	LF	69	19,320
29	Manholes	2	EA	2640	5280
30	Frame & Cover	2	EA	525	1,050
31	Sanitary Sewer, DIP, 6"	360	LF	85	30,600
32	Cleanout	5	EA	1156	5,750
33	3" Gas Service Line	330	LF	31	10,230
34	Storm Line, PVC, 6"	300	LF	28	8,400
35	Storm Line, PVC, 8"	250	LF	42	10,500
36	Storm Line, HDPE, 15"	130	LF	36	4680
37	Storm Line, HDPE, 18"	20	LF	33	660
38	Drainage Ditch w/TRM	670	LF	22.50	15,075
39	15" Drain Basin (with grate)	3	EA	1350	4050
40	18" Drain Basin (with grate)	1	EA	1550	1550
41	8" Drain Basin (solid cover)	3	EA	1350	4050
42	8" In-Line Drain	1	EA	500	500
43	4" Trench Drain & Grate	10	LF	200	2000
44	End Wall	1	EA	2470	2470
45	Miscellaneous Drainage	1	LS	5200	5200
46	5" Electrical Conduit	650	LF	19	12,350
47	Secondary Electrical Conduit	75	LF	60	4500
48	Pullboxes	3	EA	850	2550
49	Transformer Concrete Pad	1	LS	600	600
50	Condensing Unit Concrete Pad	1	LS	760	760
51	Emergency Generator Concrete Pad	1	LS	410	410
52	Emergency Generator	1	LS	35,000	35,000
53	Communications Conduit	760	LF	18	13,680
54	Security Fencing	150	LF	36	5,400
55	12' W Double Swing Security Gate	1	EA	1800	1800
56	Sanitary Tap Fee	1	LS	820	820
57	Water Tap Fee	1	LS	500	500
58	Power Company Fee	1	LS	6000	6000
59	New Utility Pole	1	EA	1850	1850
60	Storm Line, PVC, 4"	75	LF	20	1500
CIVIL/SITE BASE BID TOTAL					723,975

Alternate Bid Items					
61	Manufactured Stone and Mulch Path	1	LS		22,000
62	Domestic Booster Pump	1	LS		17,400
ALTERNATE BID ITEM TOTAL					39,400
BASE BID TOTAL					2,598,000
TOTAL COST WITH ALTERNATES					2,637,400

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

SECTION III – DESCRIPTION OF BID ITEMS

Bid Item 1: Primary Facility

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional building and/or assembly as shown under Base Bid in the Drawings and Specifications. This 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, which includes the perimeter of the existing building as well as all additions. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; metal stud framing; carpentry and wood decking; trusses; waterproofing; insulation; roofing; interior and exterior walls; stairs; railings; chimney; doors; windows; finishes; casework; mechanical systems; electrical systems; fire suppression system; fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated July 16, 2009 as well as any addenda issued during the bidding process.

Measurement: Measurement will be based on completion of the work described.

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

Bid Item 2: Mobilization/Demobilization

Unit: Lump Sum (LS)

Description: The work shall consist of activities associated with Section 01500 to include, but not limited to, construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; and storage facilities.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum amount according to the Basis of Payment below. Maximum limitation Mobilization/Demobilization will be 5% of base bid.

Payment: Payment for item will be in three installments. The first payment of 50 percent of the lump sum price will be made on the first estimate following partial mobilization including the placement or erection of the Contractor's office and storage facilities and the initiation of construction work. The second payment of 25 percent will be made on the next estimate following completion of substantial mobilization. The remaining 25 percent will be paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the Project.

Bid Item 3: General Administration

Unit: Lump Sum (LS)

Description: This work shall consist of performing the construction administrative duties associated with managing the construction of the Project as stated in Division 1 of the Specifications, providing construction layout, providing temporary utilities for the site until 100% acceptance of the project by the C&FMO, 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: There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

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

Bid Item 4: Project Quality Control

Unit: Lump Sum (LS)

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

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

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

Bid Item 5: 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 and other work required to prevent escape of sediment from disturbed areas of project site.

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

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

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, and clearing and grubbing of all areas disturbed by the Contractor.

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: Unclassified Excavation

Unit: Cubic Yard (CY)

Description: This work shall consist of unclassified excavation, loading and hauling of excavated material, placement and compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the C&FMO, 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 C&FMO 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 C&FMO 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 C&FMO.

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.

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

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

Bid Item 8: Over-excavation

Unit: Cubic Yard (CY)

Description: This work shall consist of, but is not limited to, excavation of unsatisfactory materials as defined by the plans and specifications, and as directed by the C&FMO. The work will include excavation below subgrade, transportation and disposal of unsuitable materials, and placement of controlled low strength material (CLSM) to directed elevation.

Measurement: Measurement shall be based on cubic yards of CLSM placed based on field measurements to determine volume. 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 cubic yard.

Bid Item 9: Concrete Sidewalk

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing drainage fill, foam insulation, welded wire mesh reinforcing, 4,000 psi air-entrained concrete as specified in Section 03300 – “Cast-In-Place Concrete”, formwork and incidentals associated with the concrete sidewalks and the stained concrete courtyard as detailed on the Plans.

Measurement: Measurement shall be based on square yards of area completed for the work described, in accordance with Sections 609.10 and 609.11 of the WVDOT Standard Specifications.

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

Bid Item 10: Concrete Stairs and Ramps

Unit: Lump Sum (LS)

Description: Sets of stairs and ramps constructed of cast-in-place concrete to include handrails, surface treatment and any other hardware as shown on the Plans.

Measurement: The quantity of work done shall be measured per each set of stairs and each ramp completely installed and accepted by the C&FMO.

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

Bid Item 11: HMA Wearing Course

Unit: Ton (TN)

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

The target percentage of density shall be 96 percent.

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

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

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

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

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

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

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-95.9	98
92-93.9	93
89-91.9	90
Less than 89	No acceptance

Bid Item 12: HMA Base Course

Unit: Ton (TN)

Description: This work shall consist of furnishing and installing designated base course asphalt in accordance with the Plans and Specifications. Scratch course is incidental to the overlaying wearing course. The completed pavement shall be accepted, with respect to compaction, on a lot-to-lot basis of 3" base course. Each lot shall consist of approximately 2,000 SF of each full depth layer or course as specified in the Plans, and shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

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

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

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

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

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

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-95.9	98
92-93.9	93
89-91.9	90
Less than 89	No acceptance

Bid Item 13: Free Draining Base

Unit: Ton (TN)

Description: This work consists of furnishing and complete installation of open graded free draining base course for pavements constructed in accordance with WVDOH Standard Specifications, 2000 edition, Section 311.

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.

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

Bid Item 14: Free Draining Base Trench and Piping

Unit: Linear Foot (LF)

Description: This work shall consist of constructing free draining base trenches and outlet pipes in accordance with WVDOH Standard Specifications, 2000 edition, Section 606 and in reasonably close conformity with the lines, grades, dimensions, and locations shown on the Plans or established by the Engineer

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

Payment: The quantities, determined as provided above, shall be paid for at the contract unit price of linear feet, which prices and payments shall be full compensation for excavation, perforated pipe, filter material, outlet pipe, aggregate backfill, disposing of all surplus material and doing all the work, including all labor, tools, equipment, supplies and incidentals necessary to complete the work.

Bid Item 15: Locking/Removable Bollards

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 C&FMO.

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

Bid Item 16: Retaining Wall

Unit: Square Foot (SF) Above Finished Grade

Description: This work shall consist of furnishing and installing the retaining wall. The price shall include all excavation, fill, aggregate, drainage materials, piping, and accessories required for the complete installation of the wall.

Measurement: Measurement shall be based on square foot of retaining wall in place. Excess material or material placed beyond design limits shall not be included in the measured quantity.

Payment: Payment shall be made at the contract unit price per square foot above finished grade.

Bid Item 17: Lawns

Unit: Lump Sum (LS)

Description: This work shall consist of reseeding disturbed as specified in Section 02920, "Lawns and Grasses". The bid item shall include fine grading and preparing lawn areas, protection and maintenance of lawn areas.

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 unit price per lump sum.

Bid Item 18: Landscaping

Unit: Lump Sum (LS)

Description: This item includes furnishing and installing all landscaping materials as noted on the Plans. These prices shall fully compensate the contractor for providing all landscaping and incidentals necessary to complete the item.

Measurement: Measurement shall be based on completion of work described.

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

Bid Item 19: Geotextile Fabric

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing geotextile fabric.

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

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

Bid Item 20: Boulder Movement and Storage

Unit: Lump Sum (LS)

Description: This work consists of moving and storing boulders as identified on the plans

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 boulder movement and storage shown on the plans

Bid Item 21: Class 1 Stone

Unit: Ton (TN)

Description: This work consists of furnishing and complete installation of Class 1 aggregate course for pavements, sidewalks, equipment pads, etc

Measurement: The quantity of work done shall be measured in tons of material placed, compacted and accepted by the C&FMO.

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

Bid Item 22: Pavement Marking

Unit: Lump Sum (LS)

Description: Pavement markings shall consist of furnishing and installing various types of markings, as shown on the plans and an additional 500 SF for miscellaneous marking as directed by the C&FMO

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 23: Wheel Stops

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of recycled plastic wheel stops.

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 24: Grass Pave

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and grass pave as shown on the plans and specified in Section 02781 Porous Unit Paving.

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

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

Bid Item 25: Guardrail

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing a pressure treated lumber and galvanized cable guardrail as indicated on the plans.

Measurement: Measurement shall be based on linear feet of water line in place, completed, and accepted by the C&FMO. It shall be measured along the centerline and shall include all materials associated with the guardrail.

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

Bid Item 26: Signage

Unit: Lump Sum (LS)

Description: This item includes furnishing and installing miscellaneous signs, stop, parking, informational, as noted on the Plans or as directed by the C&FMO. These prices shall fully compensate the contractor for providing signs, posts, foundations, installation, labor, equipment, tools and incidentals necessary to complete the item. This item also includes furnishing and installing the main facility sign.

Measurement: Measurement shall be based on completion of work described.

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

Bid Items 27, 28: Water Line, DIP, 3", 6"

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing various sizes of DIP water line. These prices shall fully compensate the Contractor for providing pipe, fittings, valves, bedding, excavation, backfill, concrete thrust blocks, asphalt repair, curb stops, flushing, testing, coordination with West Virginia American Water for acceptance, labor, equipment, tools and incidentals necessary to complete the item.

Measurement: Measurement shall be based on linear feet of water line in place, completed, and accepted by the C&FMO. 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 29: Manholes

Unit: Each (EA)

Description: This work shall consist of furnishing and installing all material, labor and incidentals associated with the manholes.

Measurement: Measurement shall be based on each manhole in place, completed and accepted by the C&FMO and authorities having jurisdiction. All work including QC, incidentals, labor, materials is all inclusive.

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

Bid Item 30: Frame & Cover

Unit: Each (EA)

Description: This work consists of furnishing, placing and installing the frame and cover for sanitary manholes as detailed in the Plans.

Measurement: Measurement shall be per frame and cover installed and accepted by the C&FMO.

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

Bid Item 31: Sanitary Sewer, DIP, 6"

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing 6" DIP sanitary sewer piping. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fitting, cleanouts, pavement repairs, testing and coordination with the City of Charleston Sanitary Board for acceptance, labor, equipment, tools and incidentals necessary to complete the item.

Measurement: Measurement shall be based on linear feet of sanitary sewer piping in place, completed, and accepted by the C&FMO. 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 32: Cleanout

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, 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 cleanout completely installed and accepted by the C&FMO.

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

Bid Item 33: 3" Gas Service Line

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing gas line from the building to point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, valves, existing utility tie-ins, pavement restoration, casing pipes, labor, equipment, tools and incidentals necessary to complete the item.

Measurement: Measurement shall be based on linear feet of gas line in place, completed, and accepted by the C&FMO. It shall be measured along the centerline and shall include all fittings and appurtenances associated with the gas line. All work including QC, incidentals, labor, materials is all inclusive.

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

Bid Item 34, 35: Storm Line, PVC, 6", 8"

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of PVC pipe for storm drainage outside the building. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item.

Measurement: In accordance with Sections 604.12 and 604.13 of the WVDOH Standard Specifications. No separate payment shall be made for cleaning and testing of the lines

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

Bid Items

36, 37: **Storm Line, HDPE, 15", 18"**

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of high density polyethylene pipe for storm drainage. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item.

Measurement: In accordance with Section 604.12 and 604.13 of the WVDOH Standard Specifications. No separate payment shall be made for cleaning and testing of the pipe.

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

Bid Item 38: **Drainage Ditch w/TRM**

Unit: Linear Foot (LF)

Description: This work shall consist of the construction of open flow ways for surface drainage, using Turf Reinforcement Mat (TRM). 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

39, 40: **Drain Basin 15", 18" (with Grate)**

Unit: Each (EA)

Description: This work shall consist of furnishing and installing all material, labor, and incidentals associated with the drain basins.

Measurement: Measurement shall be based on each drain inlet in place completed, and accepted by the C&FMO.

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

Bid Item 41: Drain Basin 8" (with Solid Cover)

Unit: Each (EA)

Description: This work shall consist of furnishing and installing all material, labor, and incidentals associated with the drain basins. The drain basins will have a grate cover.

Measurement: Measurement shall be based on each drain inlet in place completed, and accepted by the C&FMO.

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

Bid Item 42: 8" In-Line Drain

Unit: Each (EA)

Description: This work shall consist of furnishing and installing all material, labor, and incidentals associated with the in-line drains.

Measurement: Measurement shall be based on each yard drain in place completed, and accepted by the C&FMO

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

Bid Item 43: 4" Trench Drain & Grate

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing all material, labor, and incidentals associated with the trench drain including the spider drains and drainage fill.

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

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

Bid Item 44: End Wall

Unit: Each (EA)

Description: This work shall consist of furnishing and installing all material, labor, and incidentals associated with the end wall.

Measurement: Measurement shall be based on each end wall in place completed, and accepted by the C&FMO.

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

Bid Item 45: Miscellaneous Drainage

Unit: Lump Sum (LS)

Description: This work shall consist of any temporary or permanent surface water controls required for positive drainage, such as swales or piping, shown on the Plans, or not shown on the plans but required to control stormwater on the site as directed by the WVDEP or the C&FMO.

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 46: 5" Electrical Conduit

Unit: Linear Foot (LF)

Description: This work shall consist of trenching and backfill, vaults, and conduit required for the installation of underground primary

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

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

Bid Item 47: Secondary Electrical Conduit

Unit: Linear Foot (LF)

Description: This work shall consist of trenching and backfill, vaults, and conduit required for the installation of secondary electrical conduit.

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

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

Bid Item 48: Pullboxes

Unit: Each (EA)

Description: This work shall consist of furnishing and installing all material, labor, and incidentals associated with the pullbox.

Measurement: Measurement shall be based on each pullbox in place completed, and accepted by the C&FMO.

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

Bid Item 49: Transformer Concrete Pad

Unit: Lump Sum (LS)

Description: This work shall consist of a cast-in-place concrete pad for the electrical transformer(s). The pad must meet the requirements of Appalachian Power Company for the transformer(s) used.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item. All work including QC, incidentals, labor, materials is all inclusive.

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

Bid Item 50: Condensing Unit Concrete Pad

Unit: Lump Sum (LS)

Description: This work shall consist of a cast-in-place concrete pad for the condensing unit.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item. All work including QC, incidentals, labor, materials is all inclusive.

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

Bid Item 51: Emergency Generator Concrete Pad

Unit: Lump Sum (LS)

Description: This work shall consist of a cast-in-place concrete pad for the electrical transformer(s). The pad must meet the requirements of the generator manufacturer.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item. All work including QC, incidentals, labor, materials is all inclusive.

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

Bid Item 52: Emergency Generator

Unit: Lump Sum (LS)

Description: This work shall consist of furnishing and installing a natural gas emergency generator.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item. All work including QC, incidentals, labor, materials is all inclusive.

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

Bid Items 53: Communications Conduit

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, concrete, excavation, backfill, sleeves, labor, equipment, tools and incidentals necessary to complete the item.

Measurement: Measurement shall be based on linear feet of duct bank in place, completed, and accepted by the C&FMO. It shall be measured along the centerline and shall include all fittings, pull ropes and appurtenances associated with the duct bank. All work including QC, incidentals, labor, materials is all inclusive.

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

Bid Item 54: Security Fencing, 8'

Unit: Linear Foot (LF)

Description: This work consists of furnishing and complete installation of 8' fabric chain link fencing as shown on the Plans. The price will include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire and furnishing all materials, labor, equipment, tools and incidentals necessary 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 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 55: Security Double-Swing Security Gate, 12'Wide

Unit: Linear Foot (LF)

Description: This work consists of furnishing and complete installation of 12' wide, 8' double-swing chain link security gate as shown on the Plans. The price will include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire and furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

Measurement: Measurement shall be based on each gate in place completed, and accepted by the C&FMO.

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

Bid Item 56: Sanitary Tap Fee

Unit: Lump Sum (LS)

Description: This work shall consist of any and all fees required to be paid for the installation of the sanitary sewer system. The fee shall be all inclusive, and will be determined by the Charleston Sanitary Board.

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 57: Water Tap Fee

Unit: Lump Sum (LS)

Description: This work shall consist of any and all fees required to be paid for the installation of the domestic water system. The fee shall be all inclusive, and will be determined by West Virginia American Water.

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 58: Power Company Fee

Unit: Lump Sum (LS)

Description: This work shall consist of any and all fees required to be paid for the installation of the power system. The fee shall be all inclusive, and will be determined by Appalachian Power.

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 59: New Utility Pole

Unit: Each (EA)

Description: This work shall consist of furnishing and installing all material, labor, and incidentals associated with the utility pole.

Measurement: Measurement shall be based on each utility pole in place completed, and accepted by the C&FMO.

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

ALTERNATE BID ITEMS

Bid Item 60: Manufactured Stone and Mulch Path

Unit: Lump Sum (LS)

Description: This work shall consist of any and all work required for the completion of the manufactured stone and mulch path. The work for this item includes all cut, fill, and final grading, as well as the furnishing and installation of all material, including manufactured stone and mulch, labor, and incidentals associated with the construction of the path.

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 61: Domestic Booster Pump

Unit: Lump Sum (LS)

Description: This work shall consist of any and all work required for the completion of the domestic booster pump. The work for this item includes the furnishing and installation of all material, including the pump, as well as all labor, and incidentals associated with the installation of the domestic booster pump.

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.

END OF BID FORM



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
DEFK10001

PAGE
1

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

VENDOR

RFQ COPY
 JASON COSTELLO
 JD & E
 P O BOX 6253
 WHEELING WV 26003

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
08/18/2009				

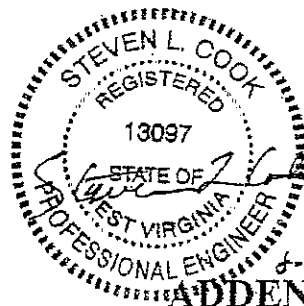
BID OPENING DATE: 08/27/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM #02		
				THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, AND ADD TO THE ORIGINAL REQUEST FOR QUOTATION SPECIFICATIONS, PER THE ATTACHED DOCUMENTATION.		
				NO ADDITIONAL QUESTIONS WILL BE ACCEPTED		
0001	1	LS		968-20		
				BUILDING CONSTRUCTION		
				***** THIS IS THE END OF RFQ DEFK10001 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	NAME Mark R. Sampson	TELEPHONE 304-232-5000	DATE 9/03/09
TITLE Vice Pres. Estimating	FEIN 55-0742317	ADDRESS CHANGE	

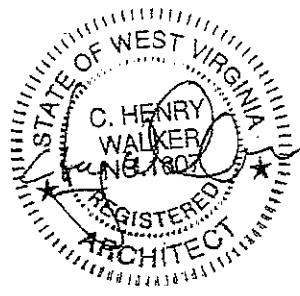
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR



August 18, 2009

ADDENDUM NO. 2

RE: The New Family Readiness Center
West Virginia Army National Guard
Charleston, West Virginia
Architect's Project No. 0845
West Virginia State RFQ No. DEFK10001



TO: Prospective Bidders

FROM: ZMM, Inc. Architects And Engineers

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.
**ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND
ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.**

A. CHANGES TO SPECIFICATIONS:

1. Section 15194 - Fuel Gas Piping: CLARIFICATION: Underground piping to generator on site shall be PE ASTM D2513.
2. Section 15441 - Water Distribution Pumps: DELETE entire section.
3. Section 15485 - Electric Domestic water Heaters: DELETE entire section
4. Section 15815 - Metal Ducts: REVISE Article 3.1 as follows:

3.1 DUCT APPLICATIONS

A. Static Pressure Classes: unless otherwise indicated, construct ducts according to the following:

1. Supply Ducts: 1-in. w.g.
2. Return ducts: 1 in. w.g.
3. Exhaust ducts: 1 in. w.g.

NOTE: DELETE paragraph B

- 5 Section 15838 - Power Ventilators: Make the following revisions:
 - a ADD the following paragraphs to Article 2.2 POWER VENTILATOR FOR SMOKE CONTROL SYSTEMS:



- N. Color selection shall be by Architect.
- O. Provide anti-condensate coating.
- P. Provide damper motor.
- Q. Provide transformer for damper motor, if required.
- R. Furnish NEMA 3R disconnect switch and starter, to be installed by Division 16.
- S. Provide tapered roof curb for sloped roof.

b. ADD the following paragraphs to Article 2.3 DUCT MOUNTED SUPPLY FAN:

- I. Furnish disconnect switch and starter, to be installed by Division 16.
- J. Provide spring isolators.
- K. Provide motorized back draft damper.

6. Section 15985 - Sequence Of Operation: ADD the following paragraphs to Article 3.6 CARBON MONOXIDE DETECTORS:

- C. If alarm condition is sensed in Furnace Mechanical Room, then all furnaces shall shut down.
- D. If alarm condition is sensed in Gas Fireplace Room, then the gas solenoid valve shall close.

B. CHANGES TO DRAWINGS:

1. Drawing M-1: DELETE thermostat in Storage 105 associated with EF-4. ADD temperature sensor for EF-4.
2. Drawing M-2: CLARIFICATION - to "Typical Joist hanger Detail for Piping, Ductwork and Equipment": The detail indicates acceptable method for installing Division 15 work. However, the building structural members are to be cold formed steel joists, not open web steel joists indicated. See Structural and Architectural drawings for project conditions. Support Division 15 (and Division 13) equipment per recommendations of cold formed steel joist manufacturer.
3. Drawing M-4: ADD the following controls for EF-4 to "BAS Panel—Interior" diagram: EF status, start/stop, and analog sensor.

C. RESPONSES TO TECHNICAL QUESTIONS

1. Request For Substitution Submitted proposing the use of Rockwood Retaining Walls 'Classic 8'.
 - a. Response: Substitution Not Accepted. Not enough information was provided in order to evaluate product. Section 02832 Paragraph 1.2.A states "This Section includes single-depth segmental retaining walls without soil reinforcement."

End Of Addendum

Attachments:

ADDENDUM No. 2

Page 2 of 2

ZMM Inc
 222 Lea Street West • Charleston West Virginia 25302
 304 342 0159 voice • 304 345 8144 fax
 zmm.com



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

Request for Quotation

RFO NUMBER:
 DEFK10001

PAGE
 1

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

VENDOR

RFO COPY
 JASON COSTELLO
 JD & E
 P O BOX 6253
 WHEELING WV 26003

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
08/26/2009				

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
------	----------	-----	---------	-------------	------------	--------

09/03/2009

BID OPENING TIME 01:30PM

BID OPENING DATE:

ADDENDUM #03						
THIS ADDENDUM IS ISSUED TO MODIFY THE BID FORM, PER THE ATTACHED, AND EXTEND THE BID OPENING FROM 8/27/09, TO 9/3/2009.						
REVISED BID OPENING DATE: 9/3/2009; 1:30 PM						
0001	1	LS		968-20		
BUILDING CONSTRUCTION						
***** THIS IS THE END OF RFO DEFK10001 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	NAME Mark R. Sampson	TELEPHONE 304-232-5000	DATE Sept. 3, 2009
TITLE Vice Pres. Estimating	FEIN 55-0742317	ADDRESS CHANGES TO BE NOTED ABOVE	

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



ARCHITECTS & ENGINEERS

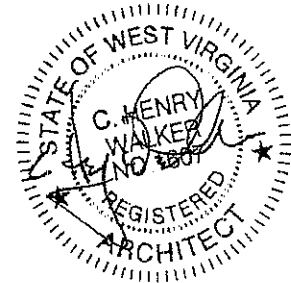
August 26, 2009

ADDENDUM NO. 3

RE: The New Family Readiness Center
 West Virginia Army National Guard
 Charleston, West Virginia
 Architect's Project No. 0845
 West Virginia State RFQ No. DEFK10001

TO: Prospective Bidders

FROM: ZMM, Inc. Architects And Engineers



This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents.

ATTACH THIS ADDENDUM TO THE FRONT COVER OF THE PROJECT MANUAL AND ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED ON THE BID FORM.

A. CHANGES TO SPECIFICATIONS:

REPLACE Bid Form Section II dated 07/20/09 with Bid Form Section II dated 08/26/09 as attached to this Addendum.

1. Bid Form Section III - REVISE as follows:

INSERT Bid Item No. 60: Storm Line, PVC, 4 inch

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of PVC pipe for storm drainage outside the building. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, pavement repairs, labor, equipment, tools, and incidentals necessary to complete the item.

Measurement: In accordance with Sections 604.12 and 604.13 of the WVDOH Standard Specifications. No separate payment shall be made for cleaning and testing of the lines.

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

2. Bid Form Section III - REVISE as follows:

Bid Items originally labeled as Bid Item Nos 60 and 61 are changes to Bid Item Nos 61 and 62.

ADDENDUM No. 3

Page 1 of 2

ZMM, Inc
 222 Lee Street West • Charleston West Virginia 25302
 304.342.0159 voice • 304.345.8144 fax
 zmm.com

**B. CHANGES TO DRAWINGS**

1. Drawing SD-16 Detail Nos. 1 and 2 - Clarification: The open graded free draining base course will have an asphalt binder under the pavement only. There will be no binder in the free draining trench.
2. Drawing A-11: Add Note to Door Frame Types to read: "Additional mullions may be required to meet maximum dimension requirements for tempered glass".
3. Drawing E-2: DELETE Keyed Note No. 7. Refer to Keyed Note No. 14, Two 4-inch conduits total are required as indicated on Drawing SD-5 Keyed Note No. 3.

End Of Addendum

Attachments:

Bid Form Section II dated 08/26/09

3 pages

ADDENDUM No. 3

Page 2 of 2

ZMM Inc
222 Lee Street West • Charleston, West Virginia 25302
304.342.0159 voice • 304.345.8144 fax
zmm.com

BID BOND

KNOW ALL MEN BY THESE PRESENTS That we the undersigned J D & E, Inc.
of Wheeling West Virginia as Principal and Travelers Casualty and Surety
Company of America of Hartford, Connecticut a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, CT as Surety are held and firmly bound unto the State of West Virginia as Obligee in the penal sum of Five Percent of the Amount Bid (\$ ----- 5% -----) for the payment of which well and truly to be made we jointly and severally bind ourselves our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for The New 7,000 Sq. Ft. Family Readiness Center, West Virginia Army National Guard, Coonskin Drive, Charleston, West Virginia.

NOW THEREFORE

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 3rd day of September 20 09

Principal Corporate Seal

J D & E, Inc.

(Name of Principal)

By 

(Must be President or Vice President)

K. T. Carfagna

President / CEO
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)


Attorney-in-Fact

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



POWER OF ATTORNEY

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

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

Attorney-In Fact No. 216968

Certificate No. 003058353

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

A. L. Stanchina

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of June, 2009

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

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



State of Connecticut
City of Hartford ss

By: [Signature]
George W Thompson Senior Vice President

On this the 9th day of June, 2009, before me personally appeared George W. Thompson who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc, Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

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



[Signature]
Marie C Tetreault Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company Fidelity and Guaranty Insurance Underwriters Inc. Seaboard Surety Company. St Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St Paul Mercury Insurance Company Travelers Casualty and Surety Company Travelers Casualty and Surety Company of America and United States Fidelity and Guaranty Company. which resolutions are now in full force and effect. reading as follows:

RESOLVED, that the Chairman. the President any Vice Chairman any Executive Vice President. any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances contracts of indemnity and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED that the Chairman, the President any Vice Chairman. any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond recognizance, contract of indemnity or writing obligatory in the nature of a bond, recognizance or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman any Executive Vice President. any Senior Vice President or any Vice President, any Second Vice President the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED. that the signature of each of the following officers: President. any Executive Vice President any Senior Vice President, any Vice President any Assistant Vice President any Secretary any Assistant Secretary. and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof. and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson the undersigned Assistant Secretary, of Farmington Casualty Company Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters. Inc Seaboard Surety Company, St Paul Fire and Marine Insurance Company, St Paul Guardian Insurance Company, St Paul Mercury Insurance Company Travelers Casualty and Surety Company. Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies. which is in full force and effect and has not been revoked

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed the seals of said Companies this 3rd day of September, 2009


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney call 1-800-421-3880 or contact us at www.travelersbond.com Please refer to the Attorney-In-Fact number. the above-named individuals and the details of the bond to which the power is attached



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

STATE OF WEST VIRGINIA

COUNTY OF OHIO, TO-WIT:

I, Mark R. Sampson, after being first duly sworn, depose and state as follows:

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

J D & E, Inc.
(Company Name)

By: Mark R. Sampson
Mark R. Sampson

Title: Vice President Estimating

Date: September 3, 2009

Taken, subscribed and sworn to before me this 3rd day of September, 2009.

By Commission expires May 29, 2011

(Seal)



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
SALLY S. MINTER
13 Echo Terrace
Wheeling, West Virginia 26003
My Commission Expires May 29, 2011

Sally S. Minter
(Notary Public)

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

Alternate Bid Items					
60	Manufactured Stone and Mulch Path	1	LS		
61	Domestic Booster Pump	1	LS		
ALTERNATE BID ITEM TOTAL					
BASE BID TOTAL					
TOTAL COST WITH ALTERNATES					

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

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

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: J. D. & E., Inc.Authorized Signature:  Date: September 3, 2009Purchasing Affidavit (Revised 01/01/09) Mark R. Sampson, Vice President Estimating