



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
2

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

PROPERTY

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Grae-Con Construction, Inc.  
 101 Industry Road  
 Marietta, OH 45750

SHIP TO

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION

1707 COONSKIN DRIVE  
 CHARLESTON, WV  
 25311-1099

**RECEIVED**  
 304-706-6368  
 AUG 04 2009  
 BY: GRAE-CON CONSTRUCTION, INC.

DATE PRINTED 07/22/2009	TERMS OF SALE	SHIP VIA	FOB	CREDIT TERMS
BID OPENING DATE: 08/27/2009		BID OPENING TIME		01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>NOTICE TO PROCEED:</b> 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><b>CANCELLATION:</b> 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><b>WAGE RATES:</b> 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><b>ARBITRATION:</b> 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><b>WORKERS' COMPENSATION:</b> 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) <b>INSURANCE:</b> 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>						

2009 SEP -3 PM 1:24  
 WV PURCHASING DIVISION

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VENDOR

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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
07/22/2009				

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

LINE	QUANTITY	UOP	DAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE 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 &amp; 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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**requestor  
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PAGE: <b>4</b>
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ADDRESS: CORRESPONDENCE TO ATTENTION OF: <b>JOHN ABBOTT    304-558-2544</b>
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RFQ COPY

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SHIPP TO

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

DATE PRINTED <b>07/22/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION</p>						

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VENDOR

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 ARMORY BOARD SECTION**

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

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07/22/2009				
BID OPENING DATE: 08/27/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>PROJECT ADDENDA</b></p> <p><b>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</b></p> <p><b>(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.</b></p> <p><b>(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.</b></p> <p><b>(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.</b></p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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Grae-Con Construction, Inc.  
 101 Industry Road  
 Marietta, Oh 45750

DIV ENGINEERING & FACILITIES  
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1707 COONSKIN DRIVE  
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 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/22/2009				

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

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 ..... 08/16/09</p> <p>NO. 2 ..... 08/18/09</p> <p>NO. 3 ..... 08/26/09</p> <p>NO. 4 ..... N/A</p> <p>NO. 5 .....</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            Robert A. Gribben, Jr.            Grae-Con Construction, Inc.            ..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... September 3, 2009 ..... DATE</p> <p>REV. 11/96</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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

SUPPLIER

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Grae-Con Construction, Inc.  
 101 Industry Road  
 Marietta, OH 45750

BUYER

DIV ENGINEERING & FACILITIES  
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BID OPENING DATE: 08/27/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>CONTRACTORS LICENSE</b>						
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: .... Grae-Con Construction, Inc. ....						
CONTRACTORS LICENSE NO.: ..... WV001298 .....						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
<b>APPLICABLE LAW</b>						
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 OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS						

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<p>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: JOHN ABBOTT-----</p> <p>REQ. NO.: DEFK10001-----</p> <p>BID OPENING DATE: 8/27/2009-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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TO CONTACT YOU REGARDING YOUR BID:  
 Jeff Hildebrand/ Edgar Dodds/Robert A. Gribben, Jr.

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT  
 CONCERNING THIS QUOTE:

Jeff Hildebrand/ Edgar Dodds/ Robert A. Gribben, Jr.

(740) 373-0849

\*\*\*\*\* THIS IS THE END OF RFQ DEFK10001 \*\*\*\*\* TOTAL:

See Attached  
 Bid Form

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO REQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR



# BID FORM

## SECTION I - BASE BID AND ALTERNATES

Dated: 08/27/09  
(Bidder to insert date bid submitted)

**SUBMITTED BY:**

Grae-Con Construction, Inc. (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 001293

**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 EIGHT HUNDRED FORTY FIVE THOUSAND <sup>00</sup> <sub>100</sub>  
(\$ 2,845,000 <sup>00</sup> )

**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: FOURTEEN THOUSAND FOUR HUNDRED FORTY EIGHT <sup>00</sup>  
(\$ 14,448 <sup>00</sup> )

Submitted by: Grae-Con Construction, 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 FORTY <sup>00</sup>  
(\$ 17 440 <sup>00</sup>)

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 ONE HUNDRED FORTY THREE THOUSAND  
EIGHT HUNDRED FORTY FOUR - <sup>40</sup>/<sub>100</sub> (\$ 143,844, <sup>40</sup>/<sub>100</sub>), 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.

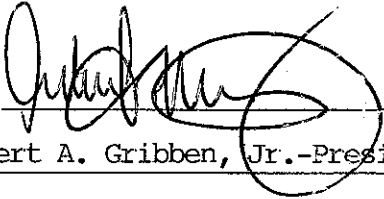
The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities 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.)

01 Dated 08/16/09      02 Dated 08/18/09      03 Dated 08/26/09

**SIGNATURE OF BIDDER:**

Firm: Grae-Con Construction, Inc.

By: 

Address: 880 Kingsdale Road

Title: Robert A. Gribben, Jr. - President

Address: Steubenville, OH 43952

Phone: (740) 282-6830

Address: \_\_\_\_\_

Fax: (740) 373-0863

Tax Cert #: 34-1539132

## 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		1,899,365 <sup>00</sup>
PRIMARY FACILITY BASE BID TOTAL					1,899,365 <sup>00</sup>

## Project Administration/Quality Control Base Bid

2	Mobilization/Demobilization	1	LS		73,575 <sup>00</sup>
3	General Administration	1	LS		225,000 <sup>00</sup>
4	Project Quality Control	1	LS		15,000 <sup>00</sup>
PROJECT ADMINISTRATION/QUALITY CONTROL TOTAL					313,575 <sup>00</sup>

## Civil/Site Base Bid

5	Sediment and Erosion Control	1	LS		\$15,914.00
6	Site Preparation	1	LS		\$40,112.00
7	Unclassified Excavation	2550	CY		\$16,677.00
8	Over-excavation	200	CY		\$4,360.00
9	Concrete Sidewalk	130	SY		23,757 <sup>00</sup>
10	Concrete Stairs and Ramps	1	LS		8200 <sup>00</sup>
11	HMA Wearing Course	230	TN		\$22,871.00
12	HMA Base Course	450	TN		\$42,905.00
13	Free Draining Base	450	TN		\$37,101.00
14	Free Draining Base Trench and Piping	1200	LF		\$21,450.00
15	Locking/Removable Bollards	11	EA		10,370 <sup>00</sup>
16	Retaining Wall	2100	SF		\$81,260.00
17	Lawns	1	LS		\$14,175.00
18	Landscaping	1	LS		\$6,109.00
19	Geotextile Fabric	2200	SY		\$2,701.00
20	Boulder Movement and Storage	1	LS		\$9,100.00
21	Class 1 Stone	450	TN		\$18,890.00
22	Pavement Marking	1	LS		\$1,166.00
23	Wheel Stops	18	EA		\$1,818.00
24	Grass Pave	230	SY		\$20,745.00
25	Guardrail	370	LF		17,500 <sup>00</sup>

26	Signage	1	LS	\$2,725.00
27	Water Line, DIP, 3"	650	LF	\$30,643.00
28	Water Line, DIP, 6"	280	LF	\$16,405.00
29	Manholes	2	EA	\$4,861.00
30	Frame & Cover	2	EA	\$719.00
31	Sanitary Sewer, DIP, 6"	360	LF	\$16,873.00
32	Cleanout	5	EA	\$1,690.00
33	3" Gas Service Line	330	LF	\$8,364.00
34	Storm Line, PVC, 6"	300	LF	\$9,400.00
35	Storm Line, PVC, 8"	250	LF	\$8,448.00
36	Storm Line, HDPE, 15"	130	LF	\$4,287.00
37	Storm Line, HDPE, 18"	20	LF	\$719.00
38	Drainage Ditch w/TRM	670	LF	\$8,398.00
39	15" Drain Basin (with grate)	3	EA	\$4,333.00
40	18" Drain Basin (with grate)	1	EA	\$1,444.00
41	8" Drain Basin (solid cover)	3	EA	\$4,333.00
42	8" In-Line Drain	1	EA	\$687.00
43	4" Trench Drain & Grate	10	LF	\$2,671.00
44	End Wall	1	EA	\$1,444.00
45	Miscellaneous Drainage	1	LS	\$2,725.00
46	5" Electrical Conduit	650	LF	\$9,210.00
47	Secondary Electrical Conduit	75	LF	\$1,062.00
48	Pullboxes	3	EA	7003.00
49	Transformer Concrete Pad	1	LS	4500.00
50	Condensing Unit Concrete Pad	1	LS	4700.00
51	Emergency Generator Concrete Pad	1	LS	3,250.00
52	Emergency Generator	1	LS	\$29,346.00
53	Communications Conduit	760	LF	\$10,769.00
54	Security Fencing	150	LF	6,540.00
55	12' W Double Swing Security Gate	1	EA	2,071.00
56	Sanitary Tap Fee	1	LS	\$327.00
57	Water Tap Fee	1	LS	\$2,725.00
58	Power Company Fee	1	LS	N/A
59	New Utility Pole	1	EA	N/A
60	Storm Line, PVC, 4"	5	LF	\$2,207.00
<b>CIVIL/SITE BASE BID TOTAL</b>				<b>632,060.00</b>

Alternate Bid Items					
61	Manufactured Stone and Mulch Path	1	LS		\$14,448.00
62	Domestic Booster Pump	1	LS		\$17,440.00
ALTERNATE BID ITEM TOTAL					\$31,888.00

BASE BID TOTAL	2,845,000
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TOTAL COST WITH ALTERNATES	2,876,888
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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**

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**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**

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**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**

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**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 WVDOH 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.

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**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**

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**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.



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**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.

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**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**

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**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.

<b>Bid Item 56:</b>	<b>Sanitary Tap Fee</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	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.
<b>Measurement:</b>	There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.
<b>Payment:</b>	Payment shall be made at the contract unit price per lump sum.
<b>Bid Item 57:</b>	<b>Water Tap Fee</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	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.
<b>Measurement:</b>	There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.
<b>Payment:</b>	Payment shall be made at the contract unit price per lump sum.
<b>Bid Item 58:</b>	<b>Power Company Fee</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	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.
<b>Measurement:</b>	There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.
<b>Payment:</b>	Payment shall be made at the contract unit price per lump sum.
<b>Bid Item 59:</b>	<b>New Utility Pole</b>
<b>Unit:</b>	Each (EA)
<b>Description:</b>	This work shall consist of furnishing and installing all material, labor, and incidentals associated with the utility pole.
<b>Measurement:</b>	Measurement shall be based on each utility pole in place completed, and accepted by the C&FMO.
<b>Payment:</b>	Payment shall be made by the contract unit price for each.

**ALTERNATE BID ITEMS**

**Bid Item 60:      Manufactured Stone and Mulch Path**

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**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**



# ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MP  
GRAEC-1

DATE (MM/DD/YYYY)  
02/09/09

**PRODUCER**  
Oklok-Criss & Associates  
PO Box 98  
Stuebenville OH 43952  
Phone: 740-282-3656 Fax: 740-282-3421

**INSURED**  
Grae-Con Construction, Inc.  
P O Box 1778  
880 Kingsdale Road  
Steubenville OH 43952

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Westfield Insurance Company	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CMM1988849	02/09/09	02/09/10	EACH OCCURRENCE \$ 1000000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CMM1988849	02/09/09	02/09/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0.00	CMM1988849	02/09/09	02/09/10	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	CMM1988849	02/09/09	02/09/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1000000 E.L. DISEASE - EA EMPLOYEE \$ 1000000 E.L. DISEASE - POLICY LIMIT \$ 1000000
A	Rented/Leased Equ	CMM1988849, DED \$100000	02/09/09	02/09/10	Spec Form \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
Proof of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

FOR INFO  
For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
Oklok-Criss & Associates, Inc.

# AGORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

6/25/09

**PRODUCER**

Wells Fargo Ins Services  
of West Virginia, Inc.  
P.O. Box 430  
Wheeling WV 26003-0003  
(304) 232-0600

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY  
**A** BrickStreet Mutual Ins. Co.
- COMPANY  
**B**
- COMPANY  
**C**
- COMPANY  
**D**

**INSURED**

Grae-Con Construction, Inc.  
P.O. Box 1778  
880 Kingsdale Road  
Stoubovillia, OH 43952

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTOR'S PROT				GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	WC 10015300-06 WEST VIRGINIA	5/26/09	5/26/10	<input checked="" type="checkbox"/> IWC STATUS-TORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE-POLICY LIMIT \$ 1,000,000 EL DISEASE-EA EMPLOYEE \$ 1,000,000
	OTHER				

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Workers Compensation operations in West Virginia

**CERTIFICATE HOLDER**

Grae-Con Construction, Inc.  
PO Box 1778  
Stoubovillia, OH 43952-7778

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 15 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY OR ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Richard A. Sparachans*  
Richard A. Sparachans

© AGORD CORPORATION 1988

Agency \_\_\_\_\_  
REQ.P.O.# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Grae-Con Construction, Inc.  
of PO Box 1778, Steubenville, OH 43952, as Principal, and Ohio Farmers Insurance Co  
of 1 Park Circle, Westfield Center, OH 44251, a corporation organized and existing under the laws of the State of OH  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of 5% of Total Amt Bid - (\$-----) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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

**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  
27th day of August, 2009.

Principal Corporate Seal

Grae-Con Construction, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President or  
Vice President)

Robert A. Gribben, Jr. - President  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)

[Signature]  
Attorney-in-Fact  
Melissa Pytash

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

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/19/07, FOR ANY PERSON OR PERSONS NAMED BELOW

General Power of Attorney

POWER NO. 3408162 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint DEBBIE HUKILL, JEFF CRISS, DEANNE ROY, MELISSA PYTASH, JOINTLY OR SEVERALLY

of STEUBENVILLE and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 19th day of OCTOBER A.D., 2007

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Signature of Richard L. Kinnaird, Jr.

By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio County of Medina ss:

On this 19th day of OCTOBER A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of William J. Kahelin

William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec 147.03 Ohio Revised Code)

State of Ohio County of Medina ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 27th day of August A.D., 2009



Signature of Frank A. Carrino

Frank A. Carrino, Secretary

*State of West Virginia*  
*Offices of the Insurance Commissioner*  
*Certificate of Authority*


*Whereas*, OHIO FARMERS INSURANCE COMPANY domiciled in the State of Ohio has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

*Therefore*, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ARTICLE 1, SECTION 10(c) -- FIRE  
ARTICLE 1, SECTION 10(d) -- MARINE  
ARTICLE 1, SECTION 10(e) -- CASUALTY  
ARTICLE 1, SECTION 10(f) (1) (2) & (3) -- SURETY

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31<sup>st</sup> day of May, 2008, unless this license be sooner revoked. Pursuant to W. Va. Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

*In Testimony Whereof*, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1<sup>st</sup> day of June, 2007.

  
Jane L. Cline  
Insurance Commissioner



WV File #0558

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV001293

**Classification:**

- ELECTRICAL
- GENERAL BUILDING
- GENERAL ENGINEERING
- HEATING, VENTILATING & COOLING
- MULTIFAMILY
- PIPING
- PLUMBING
- RESIDENTIAL

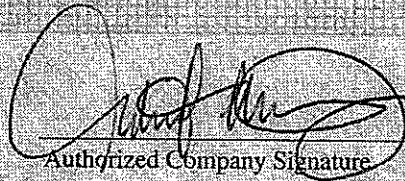
GRAE-CON CONSTRUCTION INC  
DBA GRAE-CON CONSTRUCTION INC  
PO BOX 1778  
STEBENVILLE, OH 43952-7778

**Date Issued**

**Expiration Date**

AUGUST 14, 2009

AUGUST 14, 2010

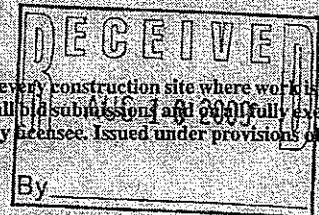


Authorized Company Signature

*Michael A. Carl*  
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 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.





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

STATE OF Ohio

COUNTY OF Washington, TO-WIT:

I, Robert A. Gribben, Jr., after being first duly sworn, depose and state as follows:

1. I am an employee of Grae-Con Construction, Inc.; and,  
(Company Name)

2. I do hereby attest that Grae-Con Construction, 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.

Grae-Con Construction, Inc.  
(Company Name)

By: [Signature]

Title: Robert A. Gribben, Jr. -President

Date: September 3, 2009

Taken, subscribed and sworn to before me this 3 day of Septmeber 2009

By Commission expires February 20, 2011

(Seal)

[Signature]  
(Notary Public)

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

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

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

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

**ANTITRUST:**

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

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

**LICENSING:**

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

**CONFIDENTIALITY:**

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

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

Vendor's Name: Grac-Con Construction, Inc.Authorized Signature:  Date: September 3, 2009Purchasing Affidavit (Revised 01/01/09) Robert A. Gribben, Jr.  
President