



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 |
| DEFK10004  |

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| PAGE |
| 1    |

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| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| JOHN ABBOTT<br>304-558-2544             |

RFQ COPY

TYPE NAME/ADDRESS HERE

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

SHIP TO

DIV ENGINEERING & FACILITIES  
 CAMP DAWSON ARMY TRAINING SITE  
 240 ARMY ROAD  
 KINGWOOD, WV  
 26537-1077 304-329-4417

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/19/2009   |               |          |        |               |

BID OPENING DATE: 09/24/2009 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
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| 0001   | 1        | LS  |          | 968-20      |            |        |
| BUILDING CONSTRUCTION<br><br>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT A MULTI-PURPOSE BUILDING AT THE WEST VIRGINIA ARMY NATIONAL GUARD CAMP DAWSON TRAINING FACILITY, KINGWOOD, WV, PER THE SPECIFICATIONS.<br><br>MANDATORY PRE-BID<br>A MANDATORY PRE-BID WILL BE HELD ON 9/2/2009; 1:30 PM AT CAMP DAWSON, KINGWOOD, WV ----- . 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.<br><br>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER. |          |     |          |             |            |        |

RECEIVED  
 2009 SEP 22 PM 1:22  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |                           |           |              |                                   |         |
|-----------|---------------------------|-----------|--------------|-----------------------------------|---------|
| SIGNATURE | MARK R. Sampson           | TELEPHONE | 304-232-5000 | DATE                              | 9/22/09 |
| TITLE     | Vice President Estimating | FEIN      | 55-0742317   | ADDRESS CHANGES TO BE NOTED ABOVE |         |

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

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

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

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**INSTRUCTIONS TO BIDDERS**

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



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 Purchasing Division  
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VENDOR

J D & E, Inc.  
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|---|----------|-----|--------|-------------|------------|--------|
| <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST-VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> |          |     |        |             |            |        |

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VENDOR

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 CAMP DAWSON ARMY TRAINING SITE  
 240 ARMY ROAD  
  
 KINGWOOD, WV  
 26537-1077      304-329-4417

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| <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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 304-558-2544

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VENDOR

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

SHIP TO

DIV ENGINEERING & FACILITIES  
 CAMP DAWSON ARMY TRAINING SITE  
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| <p>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 ACCEPTABLE 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 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</p> |          |     |         |             |            |        |

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PAGE  
**5**

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**304-558-2544**

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VENDOR

SHIP TO

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**CAMP DAWSON ARMY TRAINING SITE**  
**240 ARMY ROAD**  
  
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| <p>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 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> |          |     |         |             |            |        |

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

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| NO. 5   |          |     |        |             |            |        |
| <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Mark R. Sampson</i> ..... SIGNATURE<br/>           Mark R. Sampson, Vice President Estimating<br/>           J.D. &amp; E, Inc. .... COMPANY</p> <p>September 22, 2009 ..... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B 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</p> |          |     |        |             |            |        |

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 240 ARMY ROAD  
 KINGWOOD, WV  
 26537-1077 304-329-4417

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 08/19/2009   |               |          |        |               |

BID OPENING DATE: 09/24/2009 BID OPENING TIME 01:30PM

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |                                   |
|-----------|-----------|-----------------------------------|
| SIGNATURE | TELEPHONE | DATE                              |
| TITLE     | FEIN      | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

# Request for Quotation

|            |
|------------|
| RFQ NUMBER |
| DEFK10004  |

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|------|
| PAGE |
| 9    |

|   |
|---|
| ADDRESS CORRESPONDENCE TO ATTENTION OF: |
| JOHN ABBOTT<br>304-558-2544             |

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES  
 CAMP DAWSON ARMY TRAINING SITE  
 240 ARMY ROAD  
  
 KINGWOOD, WV  
 26537-1077 304-329-4417

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 08/19/2009   |               |          |        |               |

BID OPENING DATE: 09/24/2009 BID OPENING TIME 01:30PM

| LINE  | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION<br/>           PURCHASING DIVISION<br/>           BUILDING 15<br/>           2019 WASHINGTON STREET, EAST<br/>           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 (32)-----</p> <p>REQ. NO.: DEFK10004-----</p> <p>BID OPENING DATE: 9/24/2009-----</p> <p>BID OPENING TIME: 1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:<br/>           -----<br/>           304-232-0619-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:<br/>           -----<br/>           Mark R. Sampson-----</p> |          |     |        |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |           |      |
|-----------|-----------|------|
| SIGNATURE | TELEPHONE | DATE |
|-----------|-----------|------|

|       |      |                                   |
|-------|------|-----------------------------------|
| TITLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

# Request for Quotation

RFQ NUMBER  
 DEFK10004

PAGE  
 10

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

SHIP TO

DIV ENGINEERING & FACILITIES  
 CAMP DAWSON ARMY TRAINING SITE  
 240 ARMY ROAD  
 KINGWOOD, WV  
 26537-1077 304-329-4417

| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 08/19/2009   |               |          |        |               |

BID OPENING DATE: 09/24/2009 BID OPENING TIME 01:30PM

| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|------|----------|-----|----------|-------------|------------|--------|
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\*\*\*\*\* THIS IS THE END OF RFQ DEFK10004 \*\*\*\*\* TOTAL: \_\_\_\_\_

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|                                 |                      |                                   |                |
|---------------------------------|----------------------|-----------------------------------|----------------|
| SIGNATURE                       | NAME Mark R. Sampson | TELEPHONE 304-232-5000            | DATE 9/22/2009 |
| TITLE Vice President Estimating | PHONE 55-0742317     | ADDRESS CHANGES TO BE NOTED ABOVE |                |

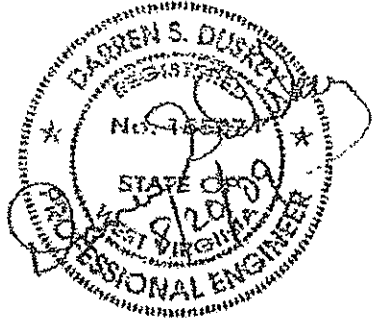
WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



*Hamid Noughani*  
8-20-09

West Virginia Army National Guard  
Multi-Purpose Building  
Camp Dawson  
Kingwood, West Virginia

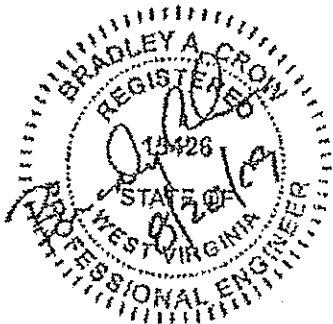
August 20, 2009  
Bid Set



Volume 1 of 3

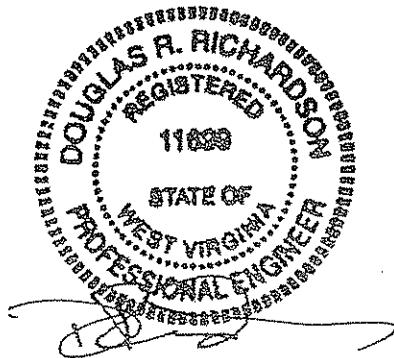
assemblage ARCHITECTS  
410 D'Onofrio Drive  
Madison, WI 53719  
608 827 5047

369 Brockway Avenue  
Morgantown, WV 26501



Site and Civil: AMEC  
15933 Clayton Road, Suite 215  
St. Louis, MO 63011

Structural: Moment Engineering  
603 Peoples Bldg  
179 Summers Street  
Charleston, WV 25301



HVAC, Electrical, Plumbing, Fire protection:  
McKinley and Associates  
32 20<sup>th</sup> Street,  
Wheeling, WV 26003

## ADVERTISEMENT FOR BIDS

Sealed bids for the Multipurpose Building 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 contacting the WV Purchasing Division Bid Request Line at (304) 558-2063, or in writing by contacting the address listed below.

Request for Quotations may be obtained by contacting:

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

One set of bidding documents or a CD that contains one set of bidding documents in PDF format for this project may be obtained by qualified prime contractors at the printer, Charleston Blueprint, 1203 Virginia Street East, Charleston WV, 25301 Telephone (304) 343-1063. No partial sets of plans are available.

The following schedule is the cost for acquiring a set of the bidding documents:

- Cost for a full size set of bidding documents: \$ 400.00
- Cost for a CD containing PDF files of the bidding documents: \$80.00

Please note that this is the actual cost of the documents, and is not a refundable deposit.

Bidding documents may also 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 19<sup>th</sup> 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

A pre-bid conference will be held Tuesday, September 02, 2009 at 1:30 pm at the project site. Attendance of pre-bid conference is mandatory for all prime bidders. One copy of any addendum will be provided to prime bidders that attend the pre-bid conference only.

SECTION I - BASE BID AND ALTERNATES

Dated: \_\_\_\_\_  
(Bidder to insert date bid submitted)

SUBMITTED BY:

\_\_\_\_\_ (hereinafter called "Bidder")

For: Multi-Purpose Building  
Camp Dawson  
KINGWOOD, WEST VIRGINIA

QUALIFICATIONS OF BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations.

SUBMITTED TO:

The State of West Virginia (hereinafter called "Owner")

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 proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete construction of Mountaineer Challenge Academy, Kingwood, WV in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

For the Sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

(The Base Bid is the summation of items as specified in Section II of the Bid Form.)

ALTERNATES:

Alternate #1: Provide lockers and locker bases as indicated on Drawing A101 and corresponding references.

For the Sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than 540 calendar days from Notice to Proceed. Total liquidated damages are \$1,500.00

for each day of delay for work not completed after contract completion date, plus a one time fixed cost of \$2,500.00 for Staff Judge Advocate Review and contract modification.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day.

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 binding and may not be withdrawn for a period of 90 days.

SIGNATURE OF BIDDER:

Firm: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

Fax: \_\_\_\_\_

END OF SECTION I

**Section III A: DESCRIPTIONS OF GENERAL CONDITION BID ITEMS**

**Bid Item 1: Mobilization/Demobilization**

---

**Unit:** Lump Sum (LS)

**Description:** This item shall consist of Contractor mobilizing onto the work site at the beginning of construction, demobilizing from the work site when construction is complete and temporary construction facilities required by the Contractor in accordance with, but not limited to, specifications, and related terms and conditions of the contract. Work shall 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, storage facilities, to include fenced enclosure of staging area and temporary utilities.

**Measurement:** Measurement will be based on completion of the work described, prorated from lump sum amount accordingly to the basis of Payment below. Maximum limitation for Mobilization/Demobilization will be no greater than ½ % of the base bid amount.

**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 includes, but not limited to, the placement or erection of the contractor's office and storage facilities, temporary utilities, etc. The second payment of 25% will be made paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the project.

**Bid Item 2: General Construction Administration**

---

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of performing the construction administration duties associated with the management of the construction of the Project as outlined, but not limited to, Division I of the specification, providing construction layout, and coordination of permanent utility installation and tie-in of site grading and access roads with administration and maintenance of all required permits for the project.

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

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

**Bid Item 3: 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, labor, equipment, personnel to implement and effective manage the quality Control program.



**Measurement:** There will be no direct measurement of materials labor, equipment, and service provided by the Contractor in the execution of this item. Maximum limit on quality Control will be 2% of the base bid.

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

END OF SECTION

**SECTION IIIB: DESCRIPTIONS OF CIVIL BID ITEMS**

|                     |   |
|---------------------|---|
| <b>Bid Item 1:</b>  | <b>Sediment and Erosion Control</b>   |
| <b>Unit:</b>        | Lump Sum (LS)   |
| <b>Description:</b> | 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.   |
| <b>Measurement:</b> | There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.   |
| <b>Payment:</b>     | This item shall be paid for at the contract lump sum price upon satisfactory completion of the work described.  |
| <b>Bid Item 2:</b>  | <b>Site Preparation</b>   |
| <b>Unit:</b>        | Lump Sum (LS)   |
| <b>Description:</b> | This work shall consist of the removal of trees and other vegetation, topsoil stripping and stockpiling, removal of existing utilities, protection/encasement of existing utilities, clearing and grubbing of all areas disturbed by the Contractor, temporary construction access points, and monitoring well abandonment.   |
| <b>Measurement:</b> | There will 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 3:</b>  | <b>Unclassified Excavation</b>  |
| <b>Unit:</b>        | Cubic Yard (CY)   |
| <b>Description:</b> | <p>This work shall consist of unclassified excavation, loading and hauling of excavated material, fill placement, 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&amp;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. Excavation for utilities, drainage pipes, and building foundations is not included in this bid item.</p> <p>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&amp;FMO.</p> |

**Measurement:** The method of measurement for determining the quantity of unclassified excavation shall be before and after surveyed cross-sections of the excavated material and the average-end-area method for computing volume.

**Payment:** This item shall be paid for at the contract unit price per cubic yard, which price and payment shall be full compensation for doing all the work herein described in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, quantity surveys and incidentals as necessary to complete the work.

**Bid Item 4: Fill**

---

**Unit:** Cubic Yard (CY)

**Description:** This work shall consist of providing satisfactory soil from an approved borrow source, material placement, compaction, final grading, shaping and contouring. The Contractor, with approval of the C&FMO, shall adjust the final grades as necessary to create a finished project. The Contractor shall fill to the lines and grades shown on the Plans. 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 fill shall be before and after surveyed cross-sections of the in-place material and the average-end-area method for computing volume.

**Payment:** This item shall be paid for at the contract unit price per cubic yard, which price and payment shall be full compensation for doing all the work herein described in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, quantity surveys and incidentals as necessary to complete the work.

**Bid Item 5: Soil Conditioning**

---

**Unit:** Square Yard (SY)

**Description:** This work shall consist of scarifying, hydrated lime application, mixing, compacting and rolling areas of existing satisfactory soils with high moisture content to a depth of 12" in locations directed by the C&FMO. The required demonstration of proposed techniques on test pads is incidental.

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

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

**Bid Item 6: Over-excavation**

---

**Unit:** Square Yard (SY)

**Description:** This work shall consist of excavation below subgrade, transportation and disposal of unsuitable materials, placement of geogrid and AASHTO #1 stone, and proof-rolling areas of unsuitable soils in locations directed by the C&FMO.

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

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

**Bid Item 7: Revegetation**

---

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of fine grading and preparing grassed areas, furnishing and applying soil amendments, fertilizers and seeding. This work covers all disturbed areas including drainage ditches, and areas disturbed by construction equipment access.

**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 8: Concrete Pavement**

---

**Unit:** Square Yard (SY)

**Description:** This work consists of furnishing and complete installation of Portland cement concrete pavement, reinforcing, joints, sealants, woven geotextile and gravel base at the areas as shown on the plans.

**Measurement:** In accordance with Section 501.22 of the WDVDOH Standard Specifications.

**Payment:** Payment shall be made at the contract unit price per square yard in accordance with Section 501.23 of the WDVDOH Standard Specifications.

**Bid Item 9: HMA Wearing Course**

---

**Unit:** Ton (TN)

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

The target percentage of density shall be 96 percent.

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

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

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

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

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

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

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

**Bid Item 10: HMA Base Course**

---

**Unit:** Ton (TN)

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

The target percentage of density shall be 96 percent.

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

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

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

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

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

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

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

---

**Bid Item 11: 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 Items****12-13: Fabric Separation, Fabric Woven**

---

**Unit:** Square Yard (SY)**Description:** This work shall consist of furnishing and installing geotextile fabric of designated types.**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 14: AASHTO #1 Stone**

---

**Unit:** Ton (TN)**Description:** This work shall consist of furnishing and installing aggregates per specifications and to a depth as shown on the Plans.**Measurement:** The quantities of work done shall be measured in tons of material placed.**Payment:** Payment shall be made at the contract unit price per ton.**Bid Item 15: 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 16: Cast-in-Place Concrete Curb**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of the construction of cast-in-place concrete curbing in accordance with the Specifications at the locations shown on the Plans, or as directed by the C&FMO.

**Measurement:** Curbing shall be measured along the front face of the section at the finish grade elevation.

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

---

**Bid Item 17: 4" Gas Service Line**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing gas line of various materials from the building to point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, valves, 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.

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

---

**Bid Item 18: Underground Communications**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing conduits from the building to 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.

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

---



**Bid Item 19:            Underground Electric Primary (UP)**

---

**Unit:**                    Linear Foot (LF)

**Description:**        This work shall consist of conduit duct bank, hand holes, fused elbow load breaks, conductors, fiber, wires, extra pull ropes, trench and backfill required for the installation of underground electric and communications service.

**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 20:            Water Line, 6"**

---

**Unit:**                    Linear Foot (LF)

**Description:**        This work shall consist of furnishing and installing designated sizes of water line. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, concrete thrust blocks, asphalt repair, curb stops, labor, sleeves, utility system inspections, 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 and authorities having jurisdiction. 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 21:            6" PVC Sanitary Sewer**

---

**Unit:**                    Linear Foot (LF)

**Description:**        This work shall consist of furnishing and installing PVC sanitary sewer piping. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fitting, cleanouts, area drains, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item.

**Measurement:**      Measurement shall be based on linear feet of storm 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 22:            Cleanout, Sanitary Sewer**

---

**Unit:**                    Each (EA)

**Description:** This work consists of furnishing and complete installation of cleanout. The unit price shall include furnishing and installing pipe, fittings, concrete apron, excavation, 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 Items**

**23 - 26: Precast Concentric Manhole, Precast Eccentric Manhole, Precast Single Curb Inlet, Precast Area Inlet, Storm Sewer**

---

**Unit:** Vertical Foot (VF)

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

**Measurement:** Measurement shall be based on each manhole, curb inlet and area inlet in place, completed and accepted by the C&FMO and authorities having jurisdiction.

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

**Bid Item 27: 24"x24" Catch Basin, Frame & Grate, Storm Sewer**

---

**Unit:** Each (EA)

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

**Measurement:** Measurement shall be based on each catch basin in place, completed and accepted by the C&FMO and authorities having jurisdiction.

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

**Bid Item 28: Through Flow Cleanout, Storm Sewer**

---

**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of cleanout. The unit price shall include furnishing and installing pipe, fittings, concrete apron, excavation, 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 29: Concrete Collar, Storm Sewer**

---

**Unit:** Each (EA)

**Description:** This work consists of complete installation of concrete collar. The unit price shall include furnishing all labor, tools, equipment, supplies, material, and incidentals required to complete the work.

**Measurement:** The quantity of work done shall be measured per each concrete collar completely installed and accepted by the C&FMO.

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

**Bid Item 30: Grass Swale**

---

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of the construction of open flow ways for surface drainage, using temporary erosion control matting. Excavation, shaping, and lining 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**

**31-33: 6" PVC, 12" PVC, 15" PVC, Storm Sewer**

---

**Unit:** Linear Foot (LF)

**Description:** This work consists of the furnishing and complete installation of high polyvinyl chloride 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 Items**

---

**34-35: 48" RCP, 48" RCP (Type 3), Storm Sewer**

---

**Unit:** Linear Foot (LF)

**Description:** This work consists of the furnishing and complete installation of reinforced concrete 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 36: Utility Pole**

---

**Unit:** Each (EA)

**Description:** This work shall consist of furnishing and installing utility pole for attachment of electric wires, communication wires, cable television wires, ancillary equipment and all material, labor, and incidentals associated with utility pole installation.

**Measurement:** The quantity of work done shall be measured per each utility pole completely installed and accepted by the C&FMO.

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

**Bid Item 37: Utility Pole, Relocated**

---

**Unit:** Each (EA)

**Description:** This work shall consist of removal and relocation of utility pole, electric wires, communication wires, cable television wires, ancillary equipment and all material, labor, and incidentals associated with utility pole relocation.

**Measurement:** The quantity of work done shall be measured per each utility pole relocated completely and accepted by the C&FMO

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

END OF SECTION

SECTION I - BASE BID AND ALTERNATES

Dated: September 22, 2009  
(Bidder to insert date bid submitted)

SUBMITTED BY:

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

West Virginia Contractor's License Number: WV 024415

For: Multi-Purpose Building  
Camp Dawson  
KINGWOOD, WEST VIRGINIA

QUALIFICATIONS OF BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations.

SUBMITTED TO:

The State of West Virginia (hereinafter called "Owner")

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 proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete construction of Multi Purpose Building, Kingwood, WV in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

For the Sum of: Eight Million Six Hundred Twenty Three Thousand Dollars and 00 (\$ 8,623,000<sup>00</sup>)

(The Base Bid is the summation of items as specified in Section II of the Bid Form.)

ALTERNATES:

Alternate #1: Provide lockers and locker bases as indicated on Drawing A101 and corresponding references.

For the Sum of: Twenty Thousand Five Hundred Fifty Dollars  
(\$ 20,550.00)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than 540 calendar days from Notice to Proceed. Total liquidated damages are \$1,500.00

for each day of delay for work not completed after contract completion date, plus a one time fixed cost of \$2,500.00 for Staff Judge Advocate Review and contract modification.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day.

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 binding and may not be withdrawn for a period of 90 days.

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

Addendum# 1 Date 09/09/09

Addendum# \_\_\_\_\_ Date \_\_\_\_\_

Addendum# \_\_\_\_\_ Date \_\_\_\_\_

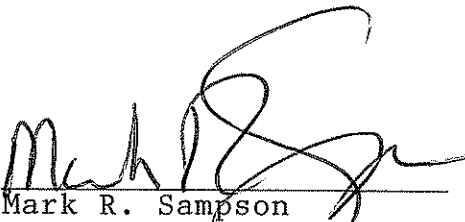
Addendum# \_\_\_\_\_ Date \_\_\_\_\_

Addendum# \_\_\_\_\_ Date \_\_\_\_\_

Addendum# \_\_\_\_\_ Date \_\_\_\_\_

**SIGNATURE OF BIDDER:**

Firm: J D & E, Inc.

By:   
Mark R. Sampson

Address: P.O. Box 6253

Title: Vice President Estimating

Address: 200 G C & P Road

Phone: 304-232-5000

Address: Wheeling, WV 26003

Fax: 304-232-0619

Tax Cert#: 550742317-001

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

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

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

| NO.  | ITEM   | QTY   | UNIT | UNIT PRICE | EXTENDED PRICE         |
|--|--|-------|------|------------|------------------------|
| <b>PRIMARY FACILITY BASE BID:</b>  |  |       |      |            |                        |
| Primary Facility includes areas delineated within the boundaries identified as primary facility including but not limited to the building, associated concrete plaza and exercise track and all items not listed in site civil base bid or general condition base bid. |  |       |      |            |                        |
| 1  | <b>PRIMARY FACILITY BASE BID TOTAL</b>           | 1     | LS   |            | <b>7,818,522.00</b>    |
| <b>GENERAL CONDITIONS BASE BID:</b>  |  |       |      |            |                        |
| 1  | Mobilization/Demobilization                      | 1     | LS   | 8,700.00   | 8,700.00               |
| 2  | General Construction Administration              | 1     | LS   | 281,900.00 | 281,900.00             |
| 3  | Quality Control                                  | 1     | LS   | 15,800.00  | 15,800.00              |
| <b>GENERAL CONDITIONS BASE BID TOTAL:</b>  |  |       |      |            | <b>306,400.00</b>      |
| <b>CIVIL / SITE BASE BID</b>   |  |       |      |            |                        |
| 1  | Sediment and Erosion Control                     | 1     | LS   | 7,350.00   | 7,350.00               |
| 2  | Site Preparation                                 | 1     | LS   | 67,200.00  | 67,200.00              |
| 3  | Unclassified Excavation                          | 630   | CY   | 8.00       | 5,040.00               |
| 4  | Fill   | 5,752 | CY   | 16.00      | 92,032.00              |
| 5  | Revegetation                                     | 1     | LS   | 12,400.00  | 12,400.00              |
| 6  | Concrete Pavement(excludes plaza)                | 202   | SY   | 47.00      | 9,494.00               |
| 7  | Wearing Course                                   | 14    | TN   | 320.00     | 4,480.00               |
| 8  | Base Course                                      | 70    | TN   | 152.00     | 10,640.00              |
| 9  | Free Draining Base                               | 34    | TN   | 195.00     | 6,630.00               |
| 10   | Fabric, Separation                               | 170   | SY   | 1.50       | 255.00                 |
| 11   | Fabric, Woven                                    | 165   | SY   | 2.00       | 330.00                 |
| 12   | AASHTO #1 Stone                                  | 50    | TN   | 25.00      | 1,250.00               |
| 13   | Class 1 Stone                                    | 42    | TN   | 25.00      | 1,050.00               |
| 14   | Cast-in-place Concrete Curb                      | 238   | LF   | 24.00      | 5,712.00               |
| 15   | 4" Gas Service Line                              | 335   | LF   | 19.00      | 6,365.00               |
| 16   | Underground Communications                       | 415   | LF   | 40.00      | 16,600.00              |
| 17   | Underground Electric primary (UP)                | 319   | LF   | 95.00      | 30,305.00              |
| 18   | Water Line, 6"                                   | 405   | LF   | 37.00      | 14,985.00              |
| 19   | 6" PVC, Sanitary Sewer                           | 70    | LF   | 37.00      | 2,590.00               |
| 20   | Cleanout, Sanitary Sewer                         | 1     | EA   | 930.00     | 930.00                 |
| 21   | Precast Concrete Manhole, Storm Sewer            | 3     | EA   | 6,430.00   | 19,290.00              |
| 22   | Precast Concrete Manhole Tee, Storm Sewer        | 2     | EA   | 6,600.00   | 13,200.00              |
| 23   | Precast Single Curb Inlet, Storm Sewer           | 1     | EA   | 2,440.00   | 2,440.00               |
| 24   | Precast Area Inlet, Storm Sewer                  | 3     | EA   | 2,680.00   | 8,040.00               |
| 25   | 24" x 24" Catch Basin Frame & Grate, Storm Sewer | 1     | EA   | 2,120.00   | 2,120.00               |
| 26   | Through Flow Cleanout, Storm Sewer               | 8     | EA   | 960.00     | 7,680.00               |
| 27   | Concrete Collar, Storm Sewer                     | 2     | EA   | 1,950.00   | 3,900.00               |
| 28   | Grass Swale                                      | 600   | LF   | 6.00       | 3,600.00               |
| 29   | 6" PVC, Storm Sewer                              | 590   | LF   | 28.00      | 16,520.00              |
| 30   | 12" PVC, Storm Sewer                             | 233   | LF   | 35.00      | 8,155.00               |
| 31   | 15" PVC, Storm Sewer                             | 135   | LF   | 45.00      | 6,075.00               |
| 32   | 48" RCP, Storm Sewer                             | 452   | LF   | 185.00     | 83,620.00              |
| 33   | 48" RCP (Type 3), Storm Sewer                    | 136   | LF   | 175.00     | 23,800.00              |
| 34   | Utility Pole, New                                | 1     | EA   | 2,000.00   | 2,000.00               |
| 35   | Utility Pole, Relocated                          | 1     | EA   | 2,000.00   | 2,000.00               |
| <b>CIVIL / SITE BASE BID TOTAL</b>   |  |       |      |            | <b>\$ 498,078.00</b>   |
| <b>BASE BID TOTAL</b>  |  |       |      |            | <b>\$ 8,623,000.00</b> |

Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, GENERAL CONDITION BASE BID, and CIVIL SITE BASE BID



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 |
| DEFK10004  |

|      |
|------|
| PAGE |
| 1    |

|  |
|--|
| ADDRESS CORRESPONDENCE TO ATTENTION OF |
| JOHN ABBOTT<br>304-558-2544            |

RFQ COPY

JD & E  
 P O BOX 6253  
 WHEELING WV 26003

SHIP TO

DIV ENGINEERING & FACILITIES  
 CAMP DAWSON ARMY TRAINING SITE  
 240 ARMY ROAD  
 KINGWOOD, WV  
 26537-1077 304-329-4417

|              |               |          |        |               |
|--------------|---------------|----------|--------|---------------|
| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
| 09/09/2009   |               |          |        |               |

BID OPENING DATE: 09/22/2009 BID OPENING TIME 01:30PM

| LINE   | QUANTITY | UOP | CAT. NO. | ITEM NUMBER | UNIT PRICE | AMOUNT |
|--|----------|-----|----------|-------------|------------|--------|
| ADDENDUM #01   |          |     |          |             |            |        |
| THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, ADD TO, AND ANSWER VENDOR QUESTIONS PER THE ATTACHED DOCUMENTATION; AND MOVE THE BID OPENING DATE FROM 9/24/09 TO 9/22/2009. |          |     |          |             |            |        |
| REVISED BID OPENING DATE: 9/22/2009; 1:30 PM   |          |     |          |             |            |        |
| NO ADDITIONAL QUESTIONS WILL BE ACCEPTED.  |          |     |          |             |            |        |
| NO ADDITIONAL ADDENDUMS ARE ANTICIPATED TO BE ISSUED.  |          |     |          |             |            |        |
| 0001   | 1        | LS  |          | 968-20      |            |        |
| BUILDING CONSTRUCTION  |          |     |          |             |            |        |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

|           |                 |           |              |      |         |
|-----------|-----------------|-----------|--------------|------|---------|
| SIGNATURE | Mark R. Sampson | TELEPHONE | 304-232-5000 | DATE | 9/22/09 |
|-----------|-----------------|-----------|--------------|------|---------|

|       |                           |      |            |                                   |
|-------|---------------------------|------|------------|-----------------------------------|
| TITLE | Vice President Estimating | FEIN | 55-0742317 | ADDRESS CHANGES TO BE NOTED ABOVE |
|-------|---------------------------|------|------------|-----------------------------------|

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



**C&FMO-WVARNG**

Re: Pre-Bid Meeting Agenda; Multipurpose Building (MPB), Camp Dawson, WV

---

The following constitutes a Pre-bid Meeting Agenda for DEFK10004, Multipurpose Building (MPB)

Date: 02 September 2009

Time: 1:30 PM

Location: Camp Dawson, WV

1. ADMINISTRATIVE:

T. REYNOLDS

- a. The Pre-bid meeting for the subject contract at 1330 hrs, 02 Sept 2009, at Camp Dawson, WV.
- b. Mandatory pre-bid attendance - Sign-In
- c. Funding: Federally funded, State administrated project.
- d. User: West Virginia Army National Guard
- e. Administrator: Construction & Facilities Management Office, WVARNG

2. INTRODUCTION:

T. REYNOLDS

a. C&FMO:

- i. Address  
1703 Coonskin Drive  
Charleston, WV 25311
- ii. LTC David Shafer, CFMO  
(304) 561-6539
- iii. LTC Garrett Cottrell, PE, Chief, Design & Construction  
Email: Garrett.b.cottrell@wv.ngb.army.mil  
(304) 561-6452
- iv. Todd Reynolds, Project Manager  
Email: todd.reynolds3@wv.ngb.army.mil  
(304) 561-6568 (o) (304) 561-6458 (fax)
- v. COL Gary Blackhurst, Environmental Program Management Officer  
(304) 561-6445(o)

b. **CAMP DAWSON**

- i. LTC Joel Miltenberger, Post Commander  
(304) 791-4457
- ii. CPT Jeff Franklin, Post Engineer  
(304) 791-4333

c. **DIVISION OF PURCHASING:**

- i. Mr. John Abbott  
(304) 558-2544  
(304) 558-4115 (fax)

d. **DESIGNER OF RECORD:**

- i. Address:  
Assemblage Architects  
410 D'Onofrio Drive  
Madison, WI 53719  
Ph: (608) 827-5047  
*Hamid Noughani*
- ii. Subcontractors to include:  
AMEC – Civil  
Moment Engineers - Structural

3. **BIDDING ISSUES**

T. REYNOLDS

- a. Questions must be submitted to Purchasing Division, attention Mr. John Abbott via email (john.h.abbott@wv.gov) no later than noon on September 04, 2009.
- b. Direct discussion is **not** authorized with the Designer of Record, the Facilities Engineer, or the Project Manager.
- c. Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government.
- d. Government assumes no responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

- e. The solicitation and specification remain unchanged regardless of what is said at the pre-bid conference unless they are changed by formal amendment to the solicitation.

- f. Purchasing Documents

**PURCHASING DIVISION**

- (a) General insurance/bonds from prime contractor by 25 September 2009. Copies to be provided to CFMO. For the subcontractors, copies of insurance due prior to start of work.
  - (b) Drug Free Compliance Affidavit

- g. State Prevailing Wage Rate Applies.

- h. Bid Opening is 22 Sept 2009 at 1:30 PM. This change will be issued in Addendum #1.

**4. FEDERAL RELATIONSHIP**

**T. REYNOLDS**

- a. Review General Provision 1, "Relationship of the Federal Government"

**5. WORK HOURS/ SITE ACCESS-SECURITY**

**T. REYNOLDS/CPT FRANKLIN**

- a. The Contractor will have access to the site from 0700 to 1800 hrs, Monday to Friday. If work hours must be modified, these will be approved on a case-by-case via the Project Manager (T. Reynolds) and the Designer of Record.
- b. Contractor is required to provide to the Project Manager, a listing of personnel, which will be gaining access to the site at the first pre-construction meeting. (*Section 01040-1.03.E*)
- c. Superintendence: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job. Duties of the superintendent will be identified at the first pre-construction meeting. (*Section 01040-1.03.E*)
- d. Camp Dawson Site Security

**CPT FRANKLIN**

**6. TEMPORARY FACILITIES/UTILITY USAGE**

**T. REYNOLDS**

- a. Temporary Facilities
  - Job trailer, equipment and material storage must be located to allow access of unit personnel to their active facilities.
- b. Utility Usage

- Separate power and water meters will be set-up to meter use of these utilities by the contractor during the duration of construction. Cost of associated installation, utilities used and de-installation after completion of construction is the sole responsibility of the contractor.

## 7. UTILITY INTERRUPTIONS

T. REYNOLDS

- a. Required to give 3 working day notice to post commander (LTC Miltenberger) and Project Manager (Todd Reynolds)
- b. Notifications must include the following information:
  - i. Who
  - ii. What
  - iii. When
  - iv. Why
  - v. Where
- c. Utility Interruptions can last no longer than six (6) hours.
- d. Utility Interruptions must be scheduled after 1800 hours and must end by ~~0400~~ <sup>2400</sup> hours.

## 8. CONTRACT DURATION LIQUIDATED DAMAGES

T. REYNOLDS

- a. Liquidated Damages
  - i. Duration of the contract is 540 days from the NTP with milestones.
  - ii. Liquidated Damages is \$1,500 per day plus one time fixed cost of \$1,250 for Staff Judge Advocate Review. Per Article 9.11.1 Supplement General Provisions and GP 54, "Liquidated Damages".

## 9. SAFETY

T. REYNOLDS

- a. All construction activities will be in conjunction with OHSA, Safety and Health Requirements Manual (US Army Corps of Engineers). As noted, the Army safety and health standards mirror OHSA. All construction activities on site will be a hardhat area and marked as such.
- b. Access to the site will be restricted and controlled by the Contractor. A visitor's sign-in and hardhats to be made available for personnel visiting site.
- c. Temporary fueling operations: Any temporary fueling operation will be maintained in accordance with OHSA and WV Fire Marshall Standards to included secondary containment, fire extinguishers, and spill control.
- d. Cleanup required daily by each perspective sub and General Contractor: No open dumps of construction materials. Remove surplus soil material, unsuitable topsoil, obstructions,

demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

#### 10. SUPERVISION OF WORK

T. REYNOLDS

- a. Designer of Record will have the responsibility for the observation of Contractor's quality of work. The Designer of Record will provide recommendations for actions regarding progress payments, change orders, and acceptance of work.

#### 11. ASPECTS OF CONTRACT

T. REYNOLDS

- a. Project Meetings – Section 01 02 00
- b. Modification Procedures – Section 01 26 00
- c. Project Coordination (Correspondence) – Section 01 31 00
- d. Submittals – Section 01 33 00
- e. CPM Construction Scheduling – Section 01 35 50
- f. Materials and Equipment – Section 01 60 00
- g. Cutting and Patching – Section 01 73 29
- h. Warranties – Section 01 77 40
- i. Green Procurement

ENVIRONMENTAL

#### 12. SUBSTITUTIONS

ASSEMBLAGE

- a. Substitution requests must be submitted within 60 days of Notice to Proceed.
- b. Substitution requests will only be considered when one or more of the following applies:
  - i. Extensive revisions to the Contract Documents are not required.
  - ii. Proposed changes are in keeping with the intent of the Contract Documents.
  - iii. The request is timely, fully documented and properly submitted.
  - iv. The specified product or method cannot be provided within the Contract Time.  
The Architect will not consider the request if the specified product cannot be provided as a result of failure to pursue the Work promptly.
  - v. The request is related to an "or-equal" clause.
  - vi. A substantial advantage is offered the Owner, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the Owner may be required to bear. Such additional responsibilities for the Owner may include additional expenses for redesign and evaluation services, increased cost of related construction, and other similar considerations.
  - vii. The specified product cannot receive approval by a governing authority, and the substitution can be approved.
  - viii. The Contractor's submittal and the Architect's review or approval of Shop Drawings,

Product Data or Samples that relate to a substitute does not by itself constitute a final approval of the requested substitution, nor does it relieve the Contractor from fulfilling existing Contract Requirements. Final approval will be granted by the Owner and confirmed in the form of a Change Order.

- c. Approval of Material Submittals shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance as stated in (d) below.
- d. If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the submittals, at the time of submission. If the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- e. Substitutions must comply with LEED requirements.

### 13. SUMMARY OF WORK

### ASSEMBLAGE

#### a. Project Description

- i. Project consists of the construction of the Multipurpose Building at Camp Dawson, WV.
- ii. Work will be constructed under a single prime contractor.
- iii. Contractor shall have full use of premises for construction operations, subject to limitations and requirements of the West Virginia Army National Guard.
- iv. Contractor is responsible for keeping driveways and entrances serving the premises clear and available for the Owner's use.
- v. General Contractor will coordinate with concurrent construction projects at Camp Dawson site.
- vi. General Contractor will be responsible for allowing access during construction for other contractors on the project to perform necessary duties.

#### b. SCOPE OF CIVIL WORK

- i. Review the scope of work for subject project

### ASSEMBLAGE

- ii. Environmental Issues/comments ENVIRONMENTAL
  - (a) On-site Burning/Waste Disposal
  - (b) Spills of fuels: The Contractor must notify the Owner of any fuel spills as soon as possible.
  - (c) Reporting Procedure
- iii. Construction Storm Water Permit ENVIRONMENTAL
- iv. Sediment Erosion Control Measures ENVIRONMENTAL
  - (a) Need copies of inspections made by DEP
  - (b) Silt Fence must be maintained throughout project

#### 14. QUESTIONS?

T. REYNOLDS

- Questions in regards to topics covered during the Pre-Bid Conference?

#### 15. CLOSING COMMENTS

T. REYNOLDS

- Any meeting notes will be published through state purchasing, along with clarifications to contract documents.
- Any further question will be addressed through an Addendum released after the question period has closed.
- Any further questions between now and bid award must be directed to John Abbott at State Purchasing via email ([john.h.abbott@wv.gov](mailto:john.h.abbott@wv.gov)) no later than noon on September 04, 2009.

**ADDENDUM #1**

ISSUE DATE: September 8, 2009

PROJECT: MULTI-PURPOSE BUILDING  
Camp Dawson  
Kingwood, West Virginia

OWNER: West Virginia Army National Guard

ARCHITECT / ENGINEER: Assemblage Architects  
410 D'Onofrio Drive, Suite A  
Madison, WI 53719  
AA No. 2008.03  
tel 608-827-5047  
fax 608-827-6960

Revise and amend the Project Manual and Drawings all dated August 20, 2009 for Work on the above Project as stated in this Addendum; otherwise the original Project Manual and Drawings shall remain in effect.

This Addendum consists of 10 pages and the following attachments:

PRE BID MEETING AGENDA: 7 pages attached to this document.

SIGN-IN-SHEETS: 7 pages attached to this document.

AFFECTING BIDDING REQUIREMENTS:

**The Bid Opening is Sept. 22, 2009 at 1:30pm.**

AFFECTING CONDITIONS OF THE CONTRACT:

01-001: SECTION I – BASE BID AND ALTERNATES:  
Delete Bid form BF-1 and Replace with Bid Form BF-1 attached to this addendum.

AFFECTING SPECIFICATIONS:

- 01-002: Table of Contents:
- a. Add SECTION "017419 Construction Waste Management"
  - b. Add SECTION "018113 Sustainable Design Requirements"
  - c. Add SECTION "055100 METAL PAN STAIRS"
  - d. Add SECTION "260943 NETWORK LIGHTING CONTROLS" (this section was in the manual, but was not in the Table of Contents).
  - e. Delete SECTION "31 23 00 EXCAVATION AND BACKFILL" from Table (section not used).
  - f. Delete SECTION "31 23 23 BACKFILL" from Table (section not used).
- 01-003: Section 04 20 00 UNIT MASONRY: Delete both sections and Replace with Section 04 20 00 attached to this Addendum.
- 01-004: Section 05 51 00 METAL PAN STAIRS:  
Add entire new section attached to this Addendum.
- 01-005: Section 072100 THERMAL INSULATION:  
Delete entire section and Replace with section attached to this Addendum.



- 01-006: Section 079200 JOINT SEALANT: Delete entire section and Replace with section attached to this Addendum.
- 01-007: Section 09 29 00 GYPSUM BOARD:  
Under 1.1 Related Documents:  
Add "B. Division 01 section "Sustainable Design Requirements" for additional LEED requirements."
- 01-008: Section 09 29 00 GYPSUM BOARD:  
Add paragraph 2.7:  
"EXTERIOR SHEATHING : ASTM C1177, D 3273, E 330 - Products: Subject to compliance with requirements, provide one of the following:  
a. G-P Gypsum; "DensGlass" glass mat gypsum panels.  
b. USG; "Securock" glass-mat sheathing.  
Thickness: 5/8" "
- 01-009: Section 09 30 00 TILING:  
Add paragraph 2.11: "Precast Terrazzo Stair Tread & Riser Units: Wausau Tile #S-36 or equal."
- 01-0010: Section 09 64 66 WOOD ATHLETIC FLOORING:  
Under 1.1 Related Documents:  
Add "B. Division 01 section "Sustainable Design Requirements" for additional LEED requirements."
- 01-0011: Section 09 84 13 FIXED SOUND-ABSORPTIVE PANELS  
Under 1.1 Related Documents:  
Add "B. Division 01 section "Sustainable Design Requirements" for additional LEED requirements."
- 01-0012: Section 09 91 13 EXTERIOR PAINTING  
Under 1.1 Related Documents:  
Add "B. Division 01 section "Sustainable Design Requirements" for additional LEED requirements."
- 01-0013: Section 09 91 23 INTERIOR PAINTING :  
Under 1.1 Related Documents:  
Add "B. Division 01 section "Sustainable Design Requirements" for additional LEED requirements."
- 01-0014: Section 09 93 00 STAINING AND TRANSPARENT FINISHING:  
Under 1.1 Related Documents:  
Add "B. Division 01 section "Sustainable Design Requirements" for additional LEED requirements."
- 01-0015: Section 11 66 23 GYNASIUM EQUIPMENT:  
Under 1.1 Related Documents:  
Add "B. Division 01 section "Sustainable Design Requirements" for additional LEED requirements."
- 01-0016: Section 12 66 00 TELESCOPING STANDS:  
Under 1.1 Related Documents:  
Add "B. Division 01 section "Sustainable Design Requirements" for additional LEED requirements."
- 01-0017: Section 14 21 00 ELECTRIC TRACTION ELEVATOR:  
Under 1.1 Related Documents:

Add "B. Division 01 section "Sustainable Design Requirements" for additional LEED requirements."

- 01-0018: Section 23 21 13 HYDRONIC PIPING  
 a. Added 2.3 Fiberglass Pipe and Fittings per revised section attached to this Addendum.  
 b. Added 3.1 Chilled-water Piping per revised section attached to this Addendum.
- 01-0019: Section 31 11 00 SANITARY SEWER SYSTEM:  
Delete entire section and Replace with revise section attached to this addendum.
- 01-0020: Section 32 12 00 FLEXIBLE PAVING:  
Delete entire section and Replace with revise section attached to this addendum.
- 01-0021: Section 32 13 00 RIGID PAVING:  
Delete entire section and Replace with revise section attached to this addendum.
- 01-0022: Section 33 05 13 MANHOLES:  
Delete entire section and Replace with revise section attached to this addendum.
- 01-0023: Section 33 40 00 STORM DRAINAGE:  
Delete entire section and Replace with revise section attached to this addendum.

AFFECTING DRAWINGS:

- 01-0024: A001 DRAWING INDEX: Revise the Index as shown on attached SD-09.  
 a. Added Sheets A506 and A517  
 b. Revise Sheet E100 to E001.  
 c. Added Sheets E002, E003, and ES100.
- 01-0025: A002 CODE INFORMATION:  
Add perimeter running track to First Floor Plan as shown on attached SD-10.
- 01-0026: C100 ARCHITECTURAL SITE PLAN: delete Sheet C100 and replace with Revised Sheet C100 complete, attached to this Addendum:  
 a. Revised east plaza and Key Notes.  
 b. Added dimensions and notes at east plaza.  
 c. Added Key Notes to plan showing extent of sod.  
 d. Deleted sidewalk and curb along Second Avenue.  
 e. Relocated one yard drain in plaza near ramp.
- 01-0027: C101 – DEMOLITION PLAN: Delete Sheet C101 and Replace with Revised Sheet C101 complete, attached to this Addendum:  
 a. Lengthen existing gas main to be abandoned due to adding the concrete sidewalk, stairs, retaining wall along northwest end and moving the piers.  
 b. Relocate the new gas line to the northwest also with the additions.
- 01-0028: C102 – SITE PLAN: Delete Sheet C102 and Replace with Revised Sheet C102 complete, attached to this Addendum:  
 a. Add new concrete sidewalk, stairs, retaining wall along northwest end.  
 b. Add a 6" PVC pipe under the new sidewalk at the north end of the sidewalk.
- 01-0029: C103 – GRADING PLAN: delete Sheet C103 and replace with Revised Sheet C103 complete, attached to this Addendum:  
 a. Revise grading along northwest end due to adding the concrete sidewalk, stairs, retaining wall along northwest end and a 6" PVC pipe under the new sidewalk.

- 01-0030: C104 – UTILITY PLAN: delete Sheet C104 and replace with Revised Sheet C104 complete, attached to this Addendum:
- Relocate the new gas line along the northwest side further to the northwest due to adding the concrete sidewalk, stairs, retaining wall along northwest end and moving the piers.
  - Relocate the roof drain piping along the north and northwest side and added a 6" PVC pipe under the new sidewalk at the north end of the sidewalk.
- 01-0031: C201 – STORM PROFILES: delete Sheet C201 and replace with Revised Sheet C201 complete, attached to this Addendum:
- Revise the top elevation of AI-12.
- 01-0032: A101 – First Floor Plan: delete Sheet A101 and replace with Revised Sheet A101 complete, attached to this Addendum:
- Widen Door 122-A at Table & Chair Storage.
  - Revised walls under Open Stair A.
  - Added steel columns at Vending and Open Stair A.
  - Added court lines and floor inserts for additional Volleyball Court.
  - Deleted east & west (two) retractable basketball backstops.
  - Added floor anchors for portable two basketball goals, and added note 36.
  - Added dimensions of wood floor area in Gym 161.
  - Revised the fire-rated walls under the two corner exit stairs B & C.
  - Corrected the location of section tag 3 / A301 in the northeast corner of the building.
  - Deleted column grid line M.9.
  - Added General Note 14 to add rigid insulation under slabs on grade.
- 01-0033: A102 – SECOND FLOOR PLAN: delete Sheet A102 and replace with Revised Sheet A102 complete, attached to this Addendum.
- Delete two retractable backstops at center court
  - Expand floor by infilling the area just south of Open Stair A.
  - Added note 36 r.e. floor anchors.
  - Deleted column grid line M.9.
  - Revised the fire-rated walls at the two corner exit stairs B & C.
  - Added General Note 14 to add rigid insulation under slabs on grade.
- 01-0034: A106 – FIRST FLOOR REFLECTED CEILING PLAN : delete Sheet A106 and replace with Revised Sheet A106 complete, attached to this Addendum.
- Expand ceiling area above center corridor and adjust grid.
  - Revise ceiling in alcoves under exit stairs.
- 01-0035: A107 – SECOND FLOOR REFLECTED CEILING PLAN:
- Delete two retractable backstops at center court as shown on attached SD-01.
  - Relocate projection screen and stage light mount to the west as shown on attached SD-01.
- 01-0036: A201 - BUILDING ELEVATIONS: delete Sheet A201 and replace with Revised Sheet A201 complete, attached to this Addendum.
- Add light fixtures and benches to north elevation as shown on attached SD-02.
- 01-0037: A202 - BUILDING ELEVATIONS: delete Sheet A202 and replace with Revised Sheet A202 complete, attached to this Addendum.
- Add light fixtures to west elevation.
  - Add light fixtures and benches to south elevation.
- 01-0038: A321 – ENLARGED PLAN SECTION ELEVATION: delete Sheet A321 and replace with Revised Sheet A321 complete, attached to this Addendum.
- Add soldier course detail 6.

- b. Add tags to detail 6 / A321.
- 01-0039: A322 – ENLARGED PLAN SECTION ELEVATION: delete Sheet A322 and replace with Revised Sheet A322 complete, attached to this Addendum.
  - a. Add soldier course detail 6.
  - b. Add tags to detail 6 / A322.
- 01-0040: A323 - ENLARGED PLAN SECTION ELEVATION: relocate projection screen in section 2 as shown on attached sheet SD-03.
- 01-0041: A401 – ENLARGED TOILET & SHOWER PLANS: revised partition types under Open Stair A and added columns per attached SD-11.
- 01-0042: A411 – STAIR & ELEVATOR PLANS & SECTIONS: delete Sheet A411 and replace with Revised Sheet A411 complete, attached to this Addendum.
  - a. Revised sections 1, 2, 3, and 10 with updated structural information.
  - b. Revised plans 5, and 9 with updated structural information
  - c. Revised plans 7 and 11 to show relocated fire barrier around columns.
  - d. Deleted empty reference tags on section 2 and plan 5.
- 01-0043: A412 – OPEN STAIR DETAILS: delete Sheet A412 and replace with Revised Sheet A412 complete, attached to this Addendum.
  - a. revised details 7 and 15 to show structural supports.
  - b. Revised details 13 & 15 to show precast terrazzo treads.
  - c. Revised detail 7 to show 2<sup>nd</sup> floor infill.
- 01-0044: A413 – EXIT STAIR DETAILS:
  - a. Revised detail 5 per attached SD-04.
  - b. Revised detail 6 per attached SD-05.
- 01-0045: A501 – PLAN DETAILS: delete Sheet A501 and replace with Revised Sheet A501 complete, attached to this Addendum:
  - a. Corrected plotting gaps in details 3, 9, and 11.
  - b. Revised detail 7 and 14 as shown.
- 01-0046: A502 – PLAN DETAILS EAST WALL: Revise detail 11 as shown on attached SD-06.
- 01-0047: A505 – SITE DETAILS: delete Sheet A505 and replace with Revised Sheet A505 complete, attached to this Addendum.
  - a. Add site details 0, 0, 0, and 0 at east plaza.
- 01-0048: A506 – METAL PANEL WALL SYSTEM DETAILS: Added New Sheet (attached)
- 01-0049: A511 – SECTION DETAILS: delete Sheet A511 and replace with Revised Sheet A511 complete, attached to this Addendum.
  - a. Revised details 1,3, 4, 5, 6, and 7 to match structural drawings.
  - b. Added 2" of rigid insulation to detail 7.
- 01-0050: A512 SECTION DETAILS: Revise details 5 & 6 to add 2" of rigid insulation under slabs as shown on attached SD-02.
- 01-0051: A513 – SECTION DETAILS AT ENTRANCE ARCH: delete Sheet A513 and replace with Revised Sheet A513 complete, attached to this Addendum.
  - a. Revised detail 1 as shown
  - b. Revised details 3 & 6 to show tube steel
  - c. Revised detail 2 to show structure at top of curtainwall

- d. Revised detail 4 to correct note.
- 01-0052: A514 – SECTION DETAILS: revise details 1 & 2 to reflect change from precast to steel exterior stair as shown on attached SD-07.
- 01-0053: A515 – SECTION DETAILS – LOUVERS: delete Sheet A515 and replace with Revised Sheet A515 complete, attached to this Addendum
- Revised scale in title block to be 3" = 1'-0".
  - Revised details 1 and 2 as shown.
  - Add detail 4.
- 01-0054: A517 EXTERIOR DETAILS: Added New Sheet (attached)
- 01-0055: A603 DOOR SCHEDULE: Revise as follows (no drawings issued):
- Door number 122A, revise size to (2) 3'-6" x 7'-0".
- 01-0056: A722 INTERIOR DETAILS: Revise details 1 & 2 to add 2" of rigid insulation under slabs as shown on attached SD-03.
- 01-0057: A902 SECOND FLOOR EQUIPMENT PLAN: Add fitness equipment in infilled area as shown on attached SD-08.

#### STRUCTURAL DRAWINGS:

- 01-0058: S101 FOUNDATION PLAN: delete Sheet S101 and replace with Revised Sheet S101 complete, attached to this Addendum.
- Add a retaining wall and foundation around the exterior perimeter of the running track
  - Revise location of CMU pilaster and it's foundation.
  - Add a foundation under a new CMU pilaster
  - Add a 4" diameter column and foundation next to the open stair
  - Move vestibule columns and foundations on L.8.
- 01-0059: S201 LOWER LEVEL FRAMING PLAN: delete Sheet S201 and replace with Revised Sheet S201 complete, attached to this Addendum.
- Adding a portion of second floor near the open stair and framing required to do so.
  - Revise member sizes for supporting the open stair.
  - Add new beam added framing to new column in that area.
  - Revise lintel for opening into mechanical room .
  - Add new openings in the hollowcore slab
  - Relocate W24 beam in mechanical room.
  - Add framing to support the beam.
  - Revise callouts as noted.
  - Add concrete beam at edge of running track to frame steel stairs into.
- 01-0060: S301 ROOF FRAMING PLAN: revised as follows:
- Revise Hex Note 5 to read, "W8X10, TOP OF STEEL VARIES. PLACE @ TOP OF STEEL OF INTERSECTING W14 BEAM."
  - Add plan showing basketball goals as shown on drawing SD-12 included with this Addendum.
  - Move beam located between column grids M.1 and N at column grid 2.3 to column grid 2.6.
  - Revise callout on E and W walls from 7/S502 to 6/S401.
  - Revise callout on N wall from 7/S502 to 4/S401.
  - Delete callout on S wall that reads
- 01-0061: S401 STRUCTURAL ELEVATIONS: Revise sheet as follows:
- Revise 4/S401: TSE for W16x26 should read 1278'-8" instead of 1279'-4".
  - Add text to Beam with BSE = 1274' to read "SEE DETAIL 3/S502, SIM."

- 01-0062: S501 STRUCTURAL DETAILS: Revise sheet as follows:
- Replace 7/S501 with attached drawing SD-00
  - Replace 9/S501 with attached drawing SD-13.
  - Replace 10/S501 with attached drawing SD-14.
  - Replace 11/S501 with attached drawing SD-15.
- 01-0063: S502 STRUCTURAL DETAILS: Revise sheet as follows:
- Replace 7/S502 with attached SD-16.
  - Revise 3/S502: Callout for column grid should be 1 and 8 instead of A.
- 01-0064: S503 STRUCTURAL DETAIL: Revise sheet as follows:
- Add new detail 7/S503 shown on attached SD-00.

MEP DRAWINGS:

- 01-0065: PL101 FIRST FLOOR SANITARY PLUMBING PLAN: delete Sheet PL101 and replace with Revised Sheet PL101 complete, attached to this Addendum.
- Added yard drains and piping.
- 01-0066: PL201 FIRST FLOOR PLUMBING SUPPLY PLAN: delete Sheet PL201 and replace with Revised Sheet PL201 complete, attached to this Addendum.
- Add: ½" hot and cold feeds to the clothes washer in Rm. 115
- 01-0067: FX101 FIRST FLOOR FIRE PROTECTION PLAN: delete Sheet FX101 and replace with Revised Sheet FX101 complete, attached to this Addendum.
- Revise sprinkler head layout in Hallway 103.
  - Revise sprinkler heads from ceiling to sidewall in entry alcove.
- 01-0068: MH101 FIRST FLOOR HVAC PLAN: delete Sheet MH101 and replace with Revised Sheet MH101 complete, attached to this Addendum.
- Revise supply duct revised per structural changes in Rm. 122
- 01-0069: MH102 SECOND FLOOR HVAC PLAN: delete Sheet MH102 and replace with Revised Sheet MH102 complete, attached to this Addendum.
- Revise supply duct revised per Structural and Architectural changes Rm. 161
- 01-0070: MH301 HVAC EQUIPMENT ROOM AND SECTIONS: delete Sheet MH301 and replace with Revised Sheet MH301 complete, attached to this Addendum.
- Revise supply and outdoor duct revised per structural changes in Rm. 123
- 01-0071: E001 NOTES AND DETAILS: delete Sheet E001 and replace with Revised Sheet E001 complete, attached to this Addendum.
- Delete floorbox symbols from symbols list
  - Add symbols for occupancy sensors
  - Delete elevator from oneline
  - Revise Fire Alarm Installation Note #14
  - Revise fixture schedule
  - Add general notes to fixture schedule
- 01-0072: E002 PANEL SCHEDULES: delete Sheet E002 and replace with Revised Sheet E002 complete, attached to this Addendum:
- Revise panel schedules as shown.
- 01-0073: E003 PANEL SCHEDULES: delete Sheet E003 and replace with Revised Sheet E003 complete, attached to this Addendum:

- a. Revise panel schedules as shown
- 01-0074: EL101 FIRST FLOOR LIGHTING PLAN: delete Sheet EL101 and replace with Revised Sheet EL101 complete, attached to this Addendum.
- a. Add 'NL' designation to 'K' fixture at Lobby 102
  - b. Add fixture and switch to Rm. 152
  - c. Add exit sign to Hallway 104
  - d. Revise switch leg in Hallway 104
  - e. Clarify J-Box in Rms. 141, 142, 143, 144
- 01-0075: EL102 SECOND FLOOR LIGHTING PLAN: delete Sheet EL102 and replace with Revised Sheet EL102 complete, attached to this Addendum.
- a. Delete exit sign in Rm. 220
  - b. Add 'EM' designation to 'E' and 'I' fixtures in Rms. 220, 250, 201, and above 111, 131.
- 01-0076: EP101 FIRST FLOOR POWER PLAN: delete Sheet EP101 and replace with Revised Sheet EP101 complete, attached to this Addendum.
- a. Clarify notes clarifying J-boxes in Gym
  - b. Add Circuits for equipment in Rm. 123
  - c. Clarify plywood size in Rm. 124
  - d. Clarify elevator shunt trip disconnect switch
- 01-0077: EP102 SECOND FLOOR POWER PLAN: delete Sheet EP102 and replace with Revised Sheet EP102 complete, attached to this Addendum.
- a. Add fire alarm pull station at door to stair in Rm. 250.
  - b. Add floor outlets in new infill area south of Open Stair A.

CLARIFICATIONS TO CONTRACTOR QUESTIONS:

- 01-0078: QUESTION: During the JITEC pre-bid meeting it was stated that suitable fill material was on-site at the mountain behind the existing building, are we still allowed to use this material for the fill required for this job?  
RESPONSE: No, that area cannot be used for fill material during this project.
- 01-0079: QUESTION: What permitting will be required for this project?  
RESPONSE: WVDEP permitting and *Health Department permits*.
- 01-0080: QUESTION: There are multiple mentions with being in accordance with the West Virginia National Guard Standards; where are these standards?  
RESPONSE: W.V.D.O.T. Standards.
- 01-0081: QUESTION: It was said during the meeting that all excess materials must be hauled off-site; does this include washing out for concrete trucks?  
RESPONSE: Yes, this includes truck washing.
- 01-0082: QUESTION: Is the September 22 bid date final?  
RESPONSE: Yes, this is the date that the bids will be opened at 1:30 PM at the WV Purchasing Office. This date will be published in the Addendum.
- 01-0083: QUESTION: What are the extents of the running track that wraps around the building? Are we to make the radius at the front (east elevation) of the building; if so, what's the structural layout and details for the piers as well as the layout for the handrails? Essentially, an overall layout plan both architectural and structural for specifically the track would be desirable if possible.

RESPONSE: See Sheets A101 and S101 of Addendum 1. The running track is elevated to the west of column line N, and is slab on grade to the east of column line N.

01-0084: On the elevations, there are key notes at the architectural precast plinth but no corresponding descriptions to those notes, please specify. Are these to be a type of stamped concrete?

RESPONSE: The plinth is poured-in-place, not precast. See detail 9/S501 of Addendum 1.

01-0085: C100, they make mention on the key notes to see site detail "A530" where is this detail?

RESPONSE: See revised Key Notes on sheet C100 of this Addendum, these details are now on Sheet A505 of this Addendum.

01-0086: On C102, they make mention on keynote 3 to see the architectural plans for the details for the pedestrian pavement, where are these details?

RESPONSE: See sheet A505

### End of Addendum # 1

List of attachments: Supplied with this document:

Pre-Bid Meeting Sign In Sheets.(7 Pages)

Pre-Bid Meeting Agenda ( 7 Pages)

List of attachments:Supplied through Charleston Blueprint

Specifications Table of Contents

Section 00103 SECTION I OF BID FORM

Section 01 74 19 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

Section 01 81 13 SUSTAINABLE DESIGN REQUIREMENTS

Section 04 20 00 UNIT MASONRY SYSTEMS

Section 05 51 00 METAL PAN STAIRS

Section 072100 THERMAL INSULATION

Section 079200 JOINT SEALANTS

Section 23 21 13 HYDRONIC PIPING

Section 31 11 00 SANITARY SEWER SYSTEM

Section 32 12 00 FLEXIBLE PAVING

Section 32 13 00 RIGID PAVING

Section 33 05 13 MANHOLES

Section 33 40 00 STORM DRAINAGE

SD-01 ( A107 ) 11 x 17

SD-02 ( A512 ) 11 x 17

SD-03 ( A722 ) 11 x 17

SD-04 ( A413 ) 11 x 17

SD-05 ( A413 ) 8 ½ x 11

SD-06 ( A502 ) 8 ½ x 11

SD-07 ( A514 ) 11 x 17

SD-08 ( A902 ) 8 ½ x 11

SD-09 ( A001 ) 11 x 17

SD-10 ( A002 ) 11 x 17

SD-11 ( A401 ) 8 ½ x 11

SD-12 ( S301 ) 8 ½ x 11

SD-13 ( S501 ) 11 x 17

SD-14 ( S501 ) 11 x 17

SD-15 ( S501 ) 11 x 17

SD-16 ( S503 ) 11 x 17

SD-17 ( S501 ) 8 ½ x 11

SD-18 ( S502 ) 8 ½ x 11

Multi-Purpose Building

September 8, 2009



SD-19 ( A323 ) 8 ½ x 11

C100  
C101  
C102  
C103  
C104  
C201

A101  
A102  
A106  
A201  
A202  
A321  
A322  
A411  
A412  
A501  
A505  
A506  
A511  
A513  
A515  
A517

S101  
S201

PL101  
PL201  
FX101  
MH101  
MH102  
MH301  
E001  
E002  
E003  
EL101  
EL102  
EP101  
EP102

End of attachments

Request for Proposal No. DEFK 10004

SIGN IN SHEET

PLEASE PRINT

Date: 02 SEPT 09

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

| FIRM & REPRESENTATIVE NAME                         | MAILING ADDRESS              | TELEPHONE & FAX NUMBERS   |
|--|------------------------------|---------------------------|
| Company: <u>ALCON LLC</u>                          | <u>299 BAKERS RIDGE ROAD</u> | PHONE <u>304.594.3545</u> |
| Rep: <u>BRICE COOK</u>                             | <u>MORGANTOWN, WV 26505</u>  | TOLL FREE                 |
| Email Address: <u>brice@fallenco.com</u>           |                              | FAX <u>304.594.4140</u>   |
| Company: <u>Herbel, Inc.</u>                       | <u>11521 Milner Ave.</u>     | PHONE <u>301-729-8900</u> |
| Rep: <u>Jeremy Irons</u>                           | <u>Cumberland, MD</u>        | TOLL FREE                 |
| Email Address: <u>kmanzy@thebeltgroup.com</u>      |                              | FAX <u>301-729-0931</u>   |
| Company: <u>Reclaim Company</u>                    | <u>P.O. Box 2162</u>         | PHONE <u>304-366-7070</u> |
| Rep: <u>R.S. Williams</u>                          | <u>Fairmont WV 26555</u>     | TOLL FREE                 |
| Email Address: <u>RSDReclaim.com</u>               |                              | FAX <u>304-816-0194</u>   |
| Company: <u>MARKS-LANDAU BLDG. Co.</u>             | <u>9855 RICHMAN ROAD</u>     | PHONE                     |
| Rep: <u>JAMES C. MARKS</u>                         | <u>WILFORD PA 15090</u>      | TOLL FREE                 |
| Email Address: <u>DLURRY AT LANDAU BLDG. COM</u>   |                              | FAX                       |
| Company: <u>ONAL CONSTRUCTION</u>                  |                              | PHONE <u>304-347-8830</u> |
| Rep: <u>Tim Moss</u>                               | <u>Charleston WV</u>         | TOLL FREE                 |
| Email Address: <u>Scrimmy@onalconstruction.com</u> |                              | FAX                       |

SIGN IN SHEET

Page 2 of 7

Request for Proposal No. DEPK 10004

PLEASE PRINT

Date: 02 SEPT 09

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

| FIRM & REPRESENTATIVE NAME                            | MAILING ADDRESS                    | TELEPHONE & FAX NUMBERS       |
|---|------------------------------------|-------------------------------|
| Company: <u>THE WHITING-TURNER CONTRACTING CO.</u>    | <u>300 E. JOFFA ROAD</u>           | PHONE <u>410-921-1100</u>     |
| Rep: <u>STANLEY COUSINS</u>                           | <u>SUITE 800</u>                   | TOLL FREE <u>800-638-4279</u> |
| Email Address: <u>stan.cousins@whiting-turner.com</u> | <u>BALTIMORE, MD 21286</u>         | FAX <u>410-337-2338</u>       |
| Company: <u>MARCH-WEBSTER CO., INC.</u>               | <u>360 FRONTIER ST.</u>            | PHONE <u>304.579.4880</u>     |
| Rep: <u>GREGG STAWATZ</u>                             | <u>METN, WV 26505</u>              | TOLL FREE <u>"</u>            |
| Email Address: <u>ggreg@marwebster.com</u>            |                                    | FAX <u>304.599.7509</u>       |
| Company: <u>MASCARO CONSTRUCTION CO.</u>              | <u>1720 METROPOLITAN ST.</u>       | PHONE <u>412-321-4901</u>     |
| Rep: <u>MEL MILLER</u>                                | <u>PITTSBURGH, PA, 15233</u>       | TOLL FREE <u>NA.</u>          |
| Email Address: <u>mmiller@mascaroconstruction.com</u> |                                    | FAX <u>412-321-4922</u>       |
| Company: <u>ID &amp; E</u>                            | <u>200 GC + P ROAD</u>             | PHONE <u>304-232-5000</u>     |
| Rep: <u>JOE CHEK</u>                                  | <u>P.O. Box 6253</u>               | TOLL FREE                     |
| Email Address: <u>jchek@jde-inc.com</u>               | <u>WHEELING, WV 26003</u>          | FAX <u>304-232-0619</u>       |
| Company: <u>WR Costeel Co</u>                         | <u>323 Hopwood - coalspring RD</u> | PHONE <u>(281) 437-3673</u>   |
| Rep: <u>Phil Rodgers</u>                              | <u>Hopwood PA 15445</u>            | TOLL FREE <u>N/A</u>          |
| Email Address: <u>Phil @ WR Costeel.com</u>           |                                    | FAX <u>(724) 437-8619</u>     |

Date: 02 SEPT 09

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Request for Proposal No. DEPK 10004

PLEASE PRINT

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

| FIRM & REPRESENTATIVE NAME                         | MAILING ADDRESS            | TELEPHONE & FAX NUMBERS     |
|--|----------------------------|-----------------------------|
| Company: <u>SHUCK CONSTRUCTION</u>                 | <u>1325 DUFFIELD AVE</u>   | PHONE <u>304-325-8146</u>   |
| Rep: <u>PATRICK DOWE</u>                           | <u>DUFFIELD, WV 24701</u>  | TOLL FREE                   |
| Email Address: <u>PDOWE@DUFFIELD.COM</u>           |                            | FAX <u>304-327-9444</u>     |
| Company: <u>GABRIAN &amp; SON INC</u>              | <u>215 MILL ST</u>         | PHONE <u>304-363-4500</u>   |
| Rep: <u>JAMES E BEAUMONT</u>                       | <u>FAIRMONT, WV 26554</u>  | TOLL FREE                   |
| Email Address: <u>James.E.Beaumont@comcast.net</u> |                            | FAX <u>304-366-9456</u>     |
| Company: <u>City Construction Co.</u>              | <u>Rt-2 Box 285</u>        | PHONE <u>304 623 2573</u>   |
| Rep: <u>Gene Herbert</u>                           | <u>Clarksburg WV 26301</u> | TOLL FREE                   |
| Email Address: <u>BEAUG@WVDSL.NET</u>              |                            | FAX <u>304 623 2069</u>     |
| Company: <u>Shuck Construction Co.</u>             | <u>1549 Tulip Lane</u>     | PHONE <u>304-366-9447</u>   |
| Rep: <u>ROBERT JAMENO</u>                          | <u>FAIRMONT, WV 26554</u>  | TOLL FREE                   |
| Email Address: <u>BJ@SHUCKCONST.WV.COM</u>         |                            | FAX <u>304-366-9407</u>     |
| Company: <u>Shuck Constn Co</u>                    | <u>1549 Tulip Ln</u>       | PHONE <u>(304) 366-9447</u> |
| Rep: <u>RL STRAUNT</u>                             | <u>FAIRMONT WV 26554</u>   | TOLL FREE                   |
| Email Address: <u>RLS@SHUCKCONST.WV.COM</u>        |                            | FAX <u>304 366-9407</u>     |

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Request for Proposal No. DEFK 10004

PLEASE PRINT

Date: 02 SEPT 09

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

| FIRM & REPRESENTATIVE NAME                           | MAILING ADDRESS                | TELEPHONE & FAX NUMBERS     |
|--|--------------------------------|-----------------------------|
| Company: <u>DEAR CONTRACTING</u>                     | <u>112 State St</u>            | PHONE <u>304 842-3002</u>   |
| Rep: <u>Samuel Zuckers</u>                           | <u>Bridgeport WV 26330</u>     | TOLL FREE                   |
| Email Address: <u>MURSO@BERR-CONTRACTING.COM</u>     |                                | FAX <u>304 842-9433</u>     |
| Company: <u>Nitter-haus Concrete Products</u>        | <u>2655 N. W. Fisher Hwy S</u> | PHONE <u>217-267-9509</u>   |
| Rep: <u>Bob Rudge</u>                                | <u>Chambersburg Pa 17024</u>   | TOLL FREE                   |
| Email Address: <u>frudge@nitter-haus.com</u>         |                                | FAX <u>217-267-9578</u>     |
| Company: <u>Kanawha Stone Co.</u>                    | <u>P.O. Box 503</u>            | PHONE <u>304-750-8271</u>   |
| Rep: <u>David Mathias</u>                            | <u>NITro, WV 25193</u>         | TOLL FREE                   |
| Email Address: <u>David.Mathias@kanawhastone.com</u> |                                | FAX <u>304-750-8271</u>     |
| Company: <u>J FALLS COMPANY</u>                      | <u>P.O. Box 2049</u>           | PHONE <u>304 472 8890</u>   |
| Rep: <u>MIKE GRIFFITH</u>                            | <u>BUCKHANNON WV</u>           | TOLL FREE                   |
| Email Address: <u>MGRIFLTH@JFALLS.CO.COM</u>         | <u>26201</u>                   | FAX <u>472 8897</u>         |
| Company: <u>ORANGE CONST. CORP.</u>                  | <u>170 OLD CHEAT RD,</u>       | PHONE <u>(304) 291-6765</u> |
| Rep: <u>DAVID WARE</u>                               | <u>MORRANTOWN, WV 26508</u>    | TOLL FREE                   |
| Email Address: <u>ORANGE CONST @ AOL.COM</u>         |                                | FAX <u>(304) 291-6975</u>   |

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Request for Proposal No. DEFK 10004

PLEASE PRINT

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\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

| FIRM & REPRESENTATIVE NAME                       | MAILING ADDRESS           | TELEPHONE & FAX NUMBERS   |
|--|---------------------------|---------------------------|
| Company: <u>KANGE CONSTRUCTION CORP</u>          |                           | PHONE <u>304 291 6768</u> |
| Rep: <u>DAVE BOYTE</u>                           |                           | TOLL FREE                 |
| Email Address: <u>ORANGECONSTRUCTION@KOR.COM</u> |                           | FAX <u>304 291 6975</u>   |
| Company: <u>J.F.MEHL COMPANY</u>                 | <u>P.O. Box 2049</u>      | PHONE <u>304-472-8890</u> |
| Rep: <u>EXAVES</u>                               | <u>BAYUNNICO, WV</u>      | TOLL FREE                 |
| Email Address: <u>EPHARES@JFMCK.COM</u>          | <u>26201</u>              | FAX <u>304-472-8897</u>   |
| Company: <u>F.K. EVEREST INC</u>                 | <u>1841 LOCUST AVE</u>    | PHONE <u>304-363-8830</u> |
| Rep: <u>FRANK STURM</u>                          | <u>Fairmont, WV 26554</u> | TOLL FREE                 |
| Email Address: <u>frank@fkeverest.com</u>        |                           | FAX <u>304-363-8946</u>   |
| Company: <u>Veritas Contracting LLC</u>          | <u>P.O. Box 1395</u>      | PHONE <u>304-598-2285</u> |
| Rep: <u>SAM PROCTOR</u>                          | <u>Morgantown WV</u>      | TOLL FREE                 |
| Email Address: <u>VeritasContract@aol.com</u>    | <u>26507</u>              | FAX <u>304 598 - 2289</u> |
| Company: <u>CE BOLYARD &amp; SON, INC</u>        | <u>125 E High St</u>      | PHONE <u>304-329-1330</u> |
| Rep: <u>ANITA BOLYARD</u>                        | <u>Kingwood WV 26537</u>  | TOLL FREE                 |
| Email Address: <u>CEBSM@aol.com</u>              |                           | FAX <u>304-329-1571</u>   |

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Request for Proposal No. DEFK1000H

PLEASE PRINT

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\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

| FIRM & REPRESENTATIVE NAME                      | MAILING ADDRESS            | TELEPHONE & FAX NUMBERS   |
|---|----------------------------|---------------------------|
| Company: <u>Dawtzell</u>                        |                            | PHONE <u>301 616 0848</u> |
| Rep: <u>Josh Spiker</u>                         |                            | TOLL FREE                 |
| Email Address: <u>jsh@gawtzell.com</u>          |                            | FAX <u>410 756 3777</u>   |
| Company: <u>Pockio Inc.</u>                     | <u>467 Lowries Run Rd.</u> | PHONE <u>412 366 6767</u> |
| Rep: <u>Michael Wolford</u>                     | <u>PITTS PA.</u>           | TOLL FREE                 |
| Email Address:                                  |                            | FAX <u>412 366 1404</u>   |
| Company: <u>Pylon Construction</u>              | <u>2505 Liberty Ave</u>    | PHONE <u>412 392-2525</u> |
| Rep: <u>Ron Smith</u>                           | <u>P64 Pa 15222</u>        | TOLL FREE                 |
| Email Address: <u>RSmith@Pyloninc.com</u>       |                            | FAX <u>412 392, 2526</u>  |
| Company: <u>Mountaineer Contractors Inc.</u>    | <u>P.O. Box 606</u>        | PHONE <u>304-329-2129</u> |
| Rep: <u>Jason C. Workman</u>                    | <u>Rt. 26 South</u>        | TOLL FREE                 |
| Email Address: <u>jasonsworkman@verizon.net</u> | <u>Kingwood, WV 26537</u>  | FAX <u>304-329-2206</u>   |
| Company: <u>Monaghan Excavators Inc.</u>        | <u>P.O. Box 520</u>        | PHONE <u>304 292 3489</u> |
| Rep: <u>Rob Seese / SE Godfrey</u>              | <u>Monaghan WV</u>         | TOLL FREE                 |
| Email Address: <u>RSeese@mei.wv.com</u>         | <u>26507.</u>              | FAX <u>304 292-0746</u>   |

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Request for Proposal No. DEFK 10004

PLEASE PRINT

Date: 02 SEPT 09

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| FIRM & REPRESENTATIVE NAME           | MAILING ADDRESS           | TELEPHONE & FAX NUMBERS |
|--------------------------------------|---------------------------|-------------------------|
| Company: MASTER SERVICE MID ATLANTIC | 1403 LIVINGSTON AVE.      | PHONE 304 636 8170      |
| Rep: JOHN HEPFERIN                   | ELKINS, WVA. 26241        | TOLL FREE               |
| Email Address: Jhefferin@verizon.net | ELECTRICAL SUB CONTRACTOR | FAX 304 636 8206        |
| Company: LAURITA EXCAVATING INC      | 302 DENTY RUN RD          | PHONE (304) 292-7531    |
| Rep: CIT MEANS                       | MORGANTHAU, WV 26656      | TOLL FREE               |
| Email Address: CIT@LAURITA.COM       | Site Work                 | FAX (304) 292-4606      |
| Company: Lombardi, David             |                           | PHONE 304-749-5909      |
| Rep: David Ekuard                    |                           | TOLL FREE               |
| Email Address:                       |                           | FAX                     |
| Company:                             |                           | PHONE                   |
| Rep:                                 |                           | TOLL FREE               |
| Email Address:                       |                           | FAX                     |
| Company:                             |                           | PHONE                   |
| Rep:                                 |                           | TOLL FREE               |
| Email Address:                       |                           | FAX                     |



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, Hartford, CT, a corporation organized and existing under the laws of the State of  
Connecticut with its principal office in the City of Hartford, CT, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of 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  
Construction of a Multi-Purpose Building at the West Virginia Army National Guard Camp Dawson  
Training Facility, Kingwood, West Virginia. Req. # DEFK10004.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
22nd day of September, 2009.

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)

By 

Attorney-in-Fact

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



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. 003058365

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 22nd day of September, 2009

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kori M. Johanson*  
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](http://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

Title: Vice President Estimating

Date: September 22, 2009

Taken, subscribed and sworn to before me this 22nd day of September, 2009

By Commission expires May 29, 2011



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

(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.

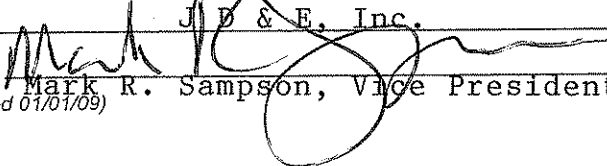
**LICENSING:**

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: J D & E, Inc.  
Authorized Signature:  Date: September 22, 2009  
Mark R. Sampson, Vice President Estimating