



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  
**DEFK10007**

PAGE  
**1**

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

RFQ COPY

*BBL-Carlton, LLC*  
 900 Lee Street, East  
 Suite 1400  
 Charleston, WV 25301

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**142 ROBERT E. LEE EXT.**

**ELKINS, WV**  
**26241**

**341-6368**

DATE PRINTED <b>12/17/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>12/29/2009</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM #06</b>						
THIS ADDENDUM IS ISSUED TO CLARIFY THE BID FORM AND DESCRIPTIONS, AND ISSUE THE FINAL REVISED BID FORM FOR BIDDERS USE. THE ATTACHED REVISED BID FORM IS REQUIRED. THE BID OPENING DATE HAS BEEN EXTENDED TO 12/29/2009; 1:30 PM  REVISED BID OPENING DATE: 12/29/2009; 1:30 PM  NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ACKNOWLEDGED.						
0001	1	LS	968-20	BUILDING CONSTRUCTION	\$ 17,673,700. <sup>00</sup>	
						(BASE BID)
***** THIS IS THE END OF RFQ DEFK10007 ***** TOTAL:						

RECEIVED  
 2009 DEC 29 PM 1:11  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith A. McClanahan</i>	TELEPHONE 304-345-1300	DATE 12/29/09
TITLE SR. VP	FAX 31-1540-659	ADDRESS CHANGES TO BE NOTED ABOVE

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



**TO: ALL AUTHORIZED BIDDERS**  
**ELKINS AFRC PROJECT**

2

December 18, 2009

## ADDENDUM #6

Our ref: 0803(12-18-0910)

Part of the Addendum as issued by the W. V. Dept of the Administration – Purchasing Division. The following clarifications and/or changes to the Bid Documents pertain to the New Construction associated with the New Elkins AFRC, Elkins, WV. This addendum forms a part of the Bid Documents and modifies the original drawings.

### NOTICE TO BIDDERS:

- A. This addendum is issued pursuant to Article III of the General Conditions of the Contract for Construction (AIA Document A201) and is hereby made part of the Contract Documents. The addendum serves to clarify, revise, and supersede information in the Project Manual, the Drawings, and previously issued Addenda. It should be bound into the Project Manual in order following the Supplementary Conditions.

Electronic copies of these documents may be downloaded from this link:

<http://www.etbarchitects.com/guest01/0803ElkinsAFRC/DWGS/ADDENDA/Addendum06.pdf>

### CLARIFICATION OF BID FORM & DESCRIPTIONS

1. 01030 Item 3.01 - Schedule of Alternates – Add a description of Alternate A-8 as follows:

*A-8 Alternate: Provide costing for Banners in accordance with Drawing A656 and Specifications. Banners not to be included in base bid.*

2. A-6 Alternate Fiberglass Doors: Provide costing for these doors as Hollow Metal in Base Bid – ignore contrary reference on door schedule sheets A711 and A712.

3. 01030 Item 3.01 - Schedule of Alternates -- The description for E-2 INT System in to be ignored. (The bid form shows alternate E-2 as omitted as per Addendum #5).

4. 0100 Bid Form -- E-3 Alternate – omit 210 SF on bid form – provide Lump Sum cost.

5. Alternate E-5 Solar Powered Signage Lighting – The bid form provides an allowance -- this total amount to carry to the bid and no installation cost is to be added.

6. 01030 Item 3.01 - Schedule of Alternates -- Add a description of Alternate E-6 as follows:

*E-6 Alternate: Provide costing for Lightning Protection in accordance with MEP drawings and Specifications. Lightning Protection not to be included in base bid.*

7. 0100 Bid Form – Some Electrical Alternates shows incorrect units, such as SY, SF..... These should all be LS.

8. A-7 Alternate - contained the same items in both the alternate costing and the allowance (items # 33, 58, 59). Now revised so that these items are not included on the alternate costing. The alternate costing plus the allowance of \$50,000 equal the total of Alternate A-7 to be carried to the bid form.

ET BOGGESS ARCHITECT INC 101 ROCKLEDGE AVE PO BOX 727 PRINCETON WV 24740 304 425 4491 FAX 304 425 2028

## **SECTION 01030 -ALTERNATES**

### **PART 1 -GENERAL**

#### **1.01 RELATED DOCUMENTS**

A. Drawings, Contract Provisions, Special Provisions, Supplemental Provisions apply to this Section.

#### **1.02 SUMMARY**

A. This Section specifies administrative and procedural requirements for Alternates.

B. Definition: An Alternate is a change to the proposed scope of work described in the Bid and Contract Documents, separately priced by the bidders, and accepted at the sole option of the Owner. An Alternate can be a change in quantity, or a change in the products, materials, equipment, systems, or specified methods.

C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that work affected by each accepted Alternate is complete and fully integrated into the Project.

D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Proposed price for each Alternate shall include miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation, whether or not specifically mentioned as part of the Alternate.

### **PART 2 -PRODUCTS (Not Applicable)**

### **PART 3 -EXECUTION**

#### **3.01 SCHEDULE OF ALTERNATES**

##### **Architectural Bid Alternates**

**A-1 Alternate:** Provide costing deduction to place broadloom roll-good carpet in Open Office (#149 & #151) in lieu of Carpet Tile. Delete any reference to "ECOsurfaces "ECOearth" rubber floor tile." Base bid is carpet tile.

**A-2 Alternate:** Provide costing deduction to replace rubber tile down hallways with "Level 2" polished concrete finish.

01030 - ALTERNATES - Revision\_c (12-18-09)

- A-3 Alternate:** Provide costing deduction to reduce area of unheated storage from 2700 sq. ft. to 2490 sq. ft. – a reduction of 210 sq. ft.
- A-4 Alternate:** Provide costing deduction to replace external stone with oversize brick.
- A-5 Alternate:** Provide costing addition to provide fire extinguishers as shown on drawings, to fit cabinetry specified in Section 10522, and as specified in Section 10523.
- A-6 Alternate:** Provide costing to provide the following doors in Fiberglass Construction in lieu of Hollow Metal, as shown in door schedule on A-711 and A-712. Doors to be reviewed in this alternate are as follows: 107a.8, 112c, 112d, 112e, 112f, 116a, 116b, 127a.1, 127a.2, 130a.1 to 130a.7, 130c.1, 130c.2, 130d.1, 130d.2, 130f, 132a, 133a, 140a.1, 140a.2, 141a, and 144a.1.  
Provide costing for these doors as Hollow Metal in Base Bid – ignore contrary reference on door schedule sheets A711 and A712.
- A-7 Alternate:** Provide costing to provide the following kitchen equipment excluded from base bid as shown in Section 11400 Foodservice Equipment Schedule of Fixtures and on the drawings. Items to be considered in this alternate comprise the costing for the following:
- Item # 2 - Epoxy Wire Shelving;
  - Item #11 - Chrome Storage Shelving;
  - Item #14 - Work Table w/Drop-in Sink;
  - Item #17 - Work Table w/2 Drawers;
  - Item #21 - Wire Chrome Shelving Unit;
  - Item #30 - Refrigerator Reach-in;
  - Item #35 - 3-Well Refrigerated Unit;
  - Item #37 - Chrome Shelving Section; and
- Add to this alternate an allowance in the amount of \$50,000.00 to cover the cost of these items Section 11400 Foodservice Equipment Schedule of Fixtures and on the drawings :
- Item #33 - Serving counter, hot food, electric
  - Item #49 - Tray Slide
  - Item #55 - Serving counter, cold pan
  - Item #56 - Tray Slide
  - Item #58 - Serving counter, utility
  - Item #59 - Serving counter, utility
- None of the above items are to be included in the Base Bid.
- A-8 Alternate:** Provide costing for Banners in accordance with Drawing A656 and Specifications. Banners not to be included in base bid.

01030 – ALTERNATES – Revision\_c (12-18-09)

## Civil Bid Alternates

- C-1 Alternate:** **Military Equipment Parking Expansion:** Provide costing addition to expand Hardstand Paving and Security Fence identified in the Civil Plans. Earthwork and drainage structures associated with the parking areas are included in the Base Bid.
- C-2 Alternate:** **Military Equipment Parking Concrete Paving:** Provide costing addition to place 6" concrete paving in lieu of Hardstand Paving for areas indicated within the Military Equipment Parking (MEP).
- C-3 Alternate:** **Overflow Parking Area:** Provide costing addition to pave the parking area and access road identified in the plans. Earthwork and drainage structures associated with the parking areas are included in the Base Bid.
- C-4 Alternate:** **Fuel Truck Parking Pad:** Provide costing addition to add a Fuel Truck Parking Pad at the location shown in the plans. The earthwork, hardstand paving and fencing associated with the Parking Pad are included in the Base Bid.
- C-5 Alternate:** **Fencing and Gate Upgrade:** Provide costing addition to increase the chain link fabric height from 6 feet to 8 feet for all fencing, swing gates, sliding gates, personnel gates, including alternate bid items, but excluding the Force Protection Gate.

01030 - ALTERNATES - Revision\_c (12-18-09)

## **Electrical Bid Alternates**

- E-1 Alternate:** **TVSS System:** Provide costing addition to provide Transient Voltage Suppression System.
- E-2 Alternate:** The description for E-2 INT System is hereby omitted - the bid form correctly shows alternate E-2 as omitted as per Addendum #5.
- E-3 Alternate:** **Emergency Generator:** Provide costing addition to provide emergency generator as specified.
- E-4 Alternate:** **Panelboards:** Reference plan note 'P' on drawing E-501: Each configuration of 480-volt and 208-volt panelboards and their associated transformer, with the exception of those located in room #111, are to be quoted as an Additive Alternate for unitized or integrated construction (see specifications sections 16442, 2.7 and 16461, 2.6).
- E-5 Alternate:** **Solar-powered signage lighting:** Reference plan note 'F' on drawing SEU-3: The solar-powered signage lighting is to be quoted as an Additive Alternate. At the time of bidding, a supplier for this type of fixture had not been identified and (per lighting fixture schedule on drawing E-506) is to be selected by the Owner.
- The bid form provides an allowance of \$2,500.00 to cover this item -- this total amount to carry to the bid and no installation cost is to be added.
- E-6 Alternate:** **Lightning Protection:** Provide costing for Lightning Protection in accordance with MEP drawings and Specifications. Lightning Protection not to be included in base bid.

**END OF SECTION 01030**

01030 -- ALTERNATES -- Revision\_c (12-18-09)

## Elkins Architectural Bid Items

No.	Item	Qty.	AREA	TOTAL AREA		EXTENDED PRICE
<b>BID No. 1 - AFRC BUILDING</b>						
1a	Primary AFRC Building	1	LS			\$ 11,708,480.00
1a.1	Mobilization/Demobilization	1	LS			\$ 439,714.00
1a.2	General Construction Admin	1	LS			\$ 1,156,016.00
1a.3	Quality Control	1	LS			\$ 114,190.00
1a.4	WVDOH Encroachment Permit(s)	1	LS		Allowance	\$ 20,000.00
1b	Workshop	1	LS			\$ 733,823.00
1c	Unheated Storage Building	1	LS			\$ 208,508.00
<b>ARCHITECTURAL BASE BID ITEMS</b>						<b>TOTAL \$ 14,380,731.00</b>

## Elkins Civil Bid Items

No.	Item	Qty.	AREA	UNIT PRICE		EXTENDED PRICE
<b>SITE PREPERATION</b>						
1	Site Preperation	1	LS	\$ 84,148.00		\$ 84,148.00
2	Sediment and Erosion Control	1	LS	\$ 23,331.00		\$ 23,331.00
<b>EARTHWORK</b>						
3	Unclassified Excavation	90,000	CY	\$ 3.77		\$ 339,300.00
4	Rock Excavation	25,000	CY	\$ 7.50		\$ 187,500.00
5	Subgrade Preperation	15,000	SY	\$ 1.21		\$ 18,150.00
6	Soil Drying	100	TN	\$ 335.54		\$ 33,554.00
7	Soil Conditioning	1,000	SY	\$ 12.58		\$ 12,580.00
8	Over-Excavation	1,000	SY	\$ 30.93		\$ 30,930.00
9	6" Subsurface Drains	2,200	LF	\$ 13.62		\$ 29,964.00
10	Type I Lawn	1	LS	\$ 34,604.00		\$ 34,604.00
11	Type III General Seeding	1	LS	\$ 34,604.00		\$ 34,604.00
<b>ROADS</b>						
12	6" Concrete Paving	3,500	SY	\$ 43.56		\$ 152,460.00
13	HMA Wearing Course	1,150	TN	\$ 73.40		\$ 84,410.00
14	HMA Base Course	4,700	TN	\$ 56.62		\$ 266,114.00
15	Free Draining Base	4,000	TN	\$ 50.07		\$ 200,280.00
16	Piping	5,400	LF	\$ 20.34		\$ 109,836.00
17	Fabric, Woven	7,700	SY	\$ 2.78		\$ 21,406.00
18	Fabric, Separation	17,600	SY	\$ 1.31		\$ 23,056.00
19	AASHTO #1	5,200	TN	\$ 27.79		\$ 144,508.00
20	Class 1 Stone	3,000	TN	\$ 29.10		\$ 87,300.00
21	Guardrail	2,500	LF	\$ 9.27		\$ 23,175.00
22	Wheel Stops	100	EA	\$ 167.77		\$ 16,777.00

BBL Carlton, LLC

23	Concrete Curbing	1,300	LF	\$ 36.90	\$	47,970.00
24	Pavement Marking	1	LS	\$ 10,381.00	\$	10,381.00
25	Signage	1	LS	\$ 20,281.00	\$	20,281.00
<b>MISCELLANEOUS</b>						
26	Concrete Sidewalk	1,280	SY	\$ 82.98	\$	106,214.40
27	Cobblestone Pavers	90	SY	\$ 228.17	\$	20,535.30
28	Concrete Wall	35	LF	\$ 422.91	\$	14,801.85
29	Rock Wall	680	LF	\$ 125.40	\$	85,272.00
30	30' Force Protection Gate	1	EA	\$ 46,451.00	\$	46,451.00
31	24' Sliding Gates	2	EA	\$ 3,775.00	\$	7,550.00
32	16' Swing Gates	4	EA	\$ 2,097.25	\$	8,389.00
33	Security Fencing	1,600	LF	\$ 25.95	\$	41,520.00
34	Field Fencing	210	LF	\$ 12.58	\$	2,641.80
35	Bollards 8"	30	EA	\$ 619.10	\$	18,573.00
36	Bollards 12"	17	EA	\$ 2,064.00	\$	35,088.00
37	Bollards Removeable	2	EA	\$ 4,296.00	\$	8,592.00
38	40' Flagpole	2	EA	\$ 4,834.00	\$	9,668.00
39	Vehicle Wash System	1	LS	\$ 27,158.00	\$	27,158.00
40	Fuel Truck Containment Pad	1	LS	\$ 11,975.00	\$	11,975.00
41	Oil/Water Separator	1	EA	\$ 74,712.00	\$	74,712.00
42	Loading Ramp	1	LS	\$ 135,502.00	\$	135,502.00
43	Transformer Pad	1	EA	\$ 2,918.00	\$	2,918.00
44	Equipment Pad	2	EA	\$ 6,240.50	\$	12,481.00
<b>WATER</b>						
45	2" PVC Water	110	LF	\$ 31.45	\$	3,459.50
46	3" PVC Water	300	LF	\$ 30.41	\$	9,123.00
47	4" PVC Water	160	LF	\$ 31.46	\$	5,033.60
48	6" PVC Water	750	LF	\$ 32.51	\$	24,382.50
49	6" DIP Water	120	LF	\$ 71.30	\$	8,556.00
50	8" PVC Water	1,400	LF	\$ 36.70	\$	51,380.00
51	8" DIP Water	40	LF	\$ 105.93	\$	4,237.20
52	PIV	2	EA	\$ 2,779.00	\$	5,558.00
53	Fire Hydrant	4	EA	\$ 4,676.50	\$	18,706.00
54	Water Vault	1	EA	\$ 29,622.00	\$	29,622.00
<b>SEWER</b>						
55	Manholes, Sanitary Sewer	52	VF	\$ 221.23	\$	11,503.96
56	Frame and Cover, Sanitary Sewer	8	EA	\$ 393.13	\$	3,145.04
57	6" PVC Sanitary Sewer	840	LF	\$ 31.46	\$	26,426.40
58	8" PVC Sanitary Sewer	1,000	LF	\$ 32.51	\$	32,510.00
59	Cleanout, Sanitary Sewer	10	EA	\$ 550.50	\$	5,505.00
<b>STORM DRAINAGE</b>						
60	6" PVC Storm	1,200	LF	\$ 27.26	\$	32,712.00
61	8" PVC Storm	700	LF	\$ 25.17	\$	17,619.00
62	12" PVC Storm	450	LF	\$ 33.55	\$	15,097.50
63	16" PVC Storm	250	LF	\$ 34.60	\$	8,650.00
64	12" HDPE Storm	200	LF	\$ 25.17	\$	5,034.00
65	18" HDPE Storm	1,250	LF	\$ 39.85	\$	49,812.50
66	24" HDPE Storm	500	LF	\$ 48.23	\$	24,115.00
67	Type 1 Ditch	1,200	LF	\$ 46.14	\$	55,368.00
68	Type 2 Ditch	500	LF	\$ 26.21	\$	13,105.00
69	Type 3 Ditch	1,000	LF	\$ 37.75	\$	37,750.00
70	Type 4 Ditch	2,200	LF	\$ 8.39	\$	18,458.00



71	Junction Box	2	EA	\$ 1,468.50	\$ 2,937.00
72	Type "B" Drop Inlets	17	EA	\$ 1,184.88	\$ 20,142.96
73	Type "B" Inlet Grate and Frame	17	EA	\$ 629.18	\$ 10,696.06
74	10" Yard Inlets	5	EA	\$ 597.60	\$ 2,988.00
75	12" In-Line Inlets	4	EA	\$ 702.75	\$ 2,811.00
76	Trench Drain and Grate	30	LF	\$ 494.67	\$ 14,840.10
77	Concrete Headwalls	4	EA	\$ 3,756.00	\$ 15,024.00
<b>CIVIL BASE BID TOTAL</b>				<b>TOTAL</b>	\$ 3,292,969.67
<b>TOTAL OF BASE BID</b>				<b>TOTAL</b>	\$ 17,673,700.67

**Elkins ARCHITECTURAL BID ITEMS - ALTERNATES**

<b>A-1 ALTERNATE BID ITEM - Broadloom roll-good carpet in Open Office in lieu of Carpet Tile</b>					
a	Costing Deduction		SY	\$ (800.00)	
<b>A-2 ALTERNATE BID ITEM - Provide Polished Concrete in lieu of Rubber Tile</b>					
a	Costing Deduction		SY	\$ (22,334.00)	
<b>A-3 ALTERNATE BID ITEM - Reduction of Unheated Storage from 2700 Sq. Ft. to 2490 Sq. Ft.</b>					
a	Costing Deduction	210	SF	\$ (16,800.00)	
<b>A-4 ALTERNATE BID ITEM - Replace External Stone with Oversized Brick</b>					
a	Costing Deduction		LS	\$ (87,663.00)	
<b>A-5 ALTERNATE BID ITEM - Provide costing for providing Fire Extinguishers</b>					
a	Cost Addition		LS	\$ 3,134.00	
<b>A-6 ALTERNATE BID ITEM - Provide costing for providing Fiberglass Doors in lieu of Hollow Metal Doors</b>					
a	Cost Addition			\$ 21,190.00	
<b>A-7 ALTERNATE BID ITEM - Provide costing for additional Kitchen Equipment</b>					
a	Cost Addition Items #2, 11, 14, 17, 21, 30, 35, 37		LS	\$ 25,542.00	
b	Items #33, 49, 55, 56, 58, 59	1	LS	\$ 50,000.00	
				ALLOWANCE	
<b>A-8 ALTERNATE BID ITEM - Provide costing for Banners</b>					
a	Cost Addition		LS	\$ 9,773.00	
<b>TOTAL OF ARCHITECTURAL ALTERNATES</b>				<b>TOTAL</b>	\$ (17,958.00)

**Elkins CIVIL BID ITEMS - ALTERNATES**

<b>ALTERNATE BID ITEM #1 - Military Equipment Parking Expansion</b>					
5	Subgrade Preparation	2,100	SY	\$ 1.21	\$ 2,541.00

16	Free Draining Base Trench and Piping	200	LF	\$ 20.34	\$ 4,068.00
17	Fabric, Woven	2,100	SY	\$ 2.78	\$ 5,838.00
19	AASHTO #1	1,500	TN	\$ 27.79	\$ 41,685.00
20	Class 1 Stone	375	TN	\$ 29.10	\$ 10,912.50
33	Security Fencing	200	LF	\$ 25.95	\$ 5,190.00
<b>SUB-TOTAL</b>					<b>\$ 70,234.50</b>
<b>ALTERNATE BID ITEM #2 - Military Equipment Parking Concrete Paving</b>					
12	6" Concrete Paving	5,300	SY	\$ 43.56	\$ 230,868.00
15	Free Draining Base	1,250	TN	\$ 50.07	\$ 62,587.50
18	Fabric Separation	5,300	SY	\$ 1.31	\$ 6,943.00
17	Fabric , Woven (Deduct)	(5,300)	SY	\$ 2.78	\$ (14,734.00)
19	AASHTO #1 (Deduct)	(3,760)	TN	\$ 27.79	\$ (104,490.40)
<b>SUB-TOTAL</b>					<b>\$ 181,174.10</b>
<b>ALTERNATE BID ITEM #3 - Overflow Parking Area</b>					
12	6" Concrete Paving	90	SY	\$ 43.56	\$ 3,920.40
13	HMA Wearing Course	450	TN	\$ 73.40	\$ 33,030.00
14	HMA Base Course	880	TN	\$ 56.62	\$ 49,825.60
15	Free Draining Base	1,230	TN	\$ 50.07	\$ 61,586.10
16	Free Draining Base Trench and Piping	520	LF	\$ 20.34	\$ 10,576.80
18	Fabric Separation	5,200	SY	\$ 1.31	\$ 6,812.00
20	Class 1 Stone	920	TN	\$ 29.10	\$ 26,772.00
24	Pavement Marking	1	LS	\$ 750.00	\$ 750.00
25	Signage	1	LS	\$ 250.00	\$ 250.00
<b>SUB-TOTAL</b>					<b>\$ 193,522.90</b>
<b>ALTERNATE BID ITEM #4 - Fuel Truck Containment Pad</b>					
40	Fuel Truck Containment Pad	1	LS	\$ 11,975.00	\$ 11,975.00
<b>SUB-TOTAL</b>					<b>\$ 11,975.00</b>
<b>ALTERNATE BID ITEM #5 - Fencing and Gate Upgrade</b>					
78	Fencing/Gate Upgrade	1	LS		\$ 8,000.00
<b>SUB-TOTAL</b>					<b>\$ 8,000.00</b>
<b>TOTAL OF CIVIL ALTERNATES</b>					<b>\$ 464,906.50</b>

**Elkins ELECTRICAL BID ITEMS - ALTERNATES**

**E-1 ALTERNATE BID ITEM - TVSS System**

a	Cost Addition	1	LS		\$ 25,657.00
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**E-2 ALTERNATE BID ITEM - OMITTED**

**E-3 ALTERNATE BID ITEM - Emergency Generator**

a	Cost Addition	1	LS		\$ 257,110.00
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**E-4 ALTERNATE BID ITEM - Panelboards**

a	Cost Addition	1	LS		\$ 30,789.00
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<b>E-5 ALTERNATE BID ITEM - Solar-powered signage lighting</b>					
a	Cost Addition	1	LS	ALLOWANCE	\$ 2,500.00
<b>E-6 ALTERNATE BID ITEM - Lightning Protection System</b>					
a	Cost Addition	1	LS		\$ 58,370.00
<b>TOTAL OF ELECTRICAL ALTERNATES</b>				<b>TOTAL</b>	<b>\$ 374,426.00</b>
<b>TOTAL OF ARCHITECTURAL / CIVIL AND ELECTRICAL ALTERNATES</b>				<b>SUB-TOTAL</b>	<b>\$ 821,374.50</b>
<b>TOTAL OF BASE BID</b>				<b>SUB-TOTAL</b>	<b>\$ 17,673,700.67</b>
<b>GRAND TOTAL (BASE BID + ALTERNATES (ADD'S AND DEDUCT'S))</b>				<b>GRAND TOTAL</b>	<b>\$ 18,495,075.17</b>



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  
 DEFK10007

PAGE  
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 BBL CARLTON, LLC  
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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 JOHN ABBOTT  
 304-558-2544

VENDOR

\*306102227 304-345-1300  
 BBL CARLTON LLC  
 900 LEE STREET  
 SUITE 1400  
 CHARLESTON WV 25301

SHIP TO

DIV ENGINEERING & FACILITIES  
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 26241 341-6368

DATE PRINTED 11/04/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT
BID OPENING DATE: 12/10/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		\$ 17,673,700. <sup>00</sup> (BASE BID)
BUILDING CONSTRUCTION  CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT THE ELKINS AFRC FOR THE WV ARMY NATIONAL GUARD, ELKINS, WV, PER THE SPECIFICATIONS.  <b>MANDATORY PRE-BID</b> A MANDATORY PRE-BID WILL BE HELD ON 11/19/2009 AT 1:30 PM AT THE ELKINS AFRC, ELKINS, 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.  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.  ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith A. McCluskey</i>	TELEPHONE 304-345-1300	DATE 12/29/09
TITLE SR. VP.	FEIN 31-1540-659	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  
**DEFK10007**

PAGE  
**2**

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

VENDOR

\*306102227      304-345-1300  
**BBL CARLTON LLC**  
**900 LEE STREET**  
**SUITE 1400**  
**CHARLESTON WV 25301**

SHIP TO

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**142 ROBERT E. LEE EXT.**  
**ELKINS, WV**  
**26241**      **341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/04/2009				

BID OPENING DATE: **12/10/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith A. McClanahan</i>	TELEPHONE 304-345-1300	DATE 12/29/09
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# Request for Quotation

RFQ NUMBER  
**DEFK10007**

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**3**

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

**\*306102227 304-345-1300**  
**BBL CARLTON LLC**  
**900 LEE STREET**  
**SUITE 1400**  
**CHARLESTON WV 25301**

**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**142 ROBERT E. LEE EXT.**  
  
**ELKINS, WV**  
**26241 341-6368**

DATE PRINTED <b>11/04/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **12/10/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RATES AS ESTABLISHED FOR RANDOLPH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith A. McClendon</i>	TELEPHONE 304-345-1300	DATE 12/29/09
TITLE <i>SR. VP</i>	FEIN 31-1540-659	ADDRESS CHANGES TO BE NOTED ABOVE

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# Request for Quotation

RFQ NUMBER
DEFK10007

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4

ADDRESS CORRESPONDENCE TO ATTENTION OF:
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VENDOR

\*306102227      304-345-1300  
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SHIP TO

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 142 ROBERT E. LEE EXT.  
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 26241      341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/04/2009				

BID OPENING DATE: **12/10/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Keith A. McClelland</i>	304-345-1300	12/29/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
SR.VP.	31-1540-659	

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# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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\*30610227      304-345-1300  
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**900 LEE STREET**  
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SHIP TO

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/04/2009				

BID OPENING DATE: **12/10/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith A. McCluskey</i>	TELEPHONE 304-345-1300	DATE 12/29/09
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# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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\*30610227      304-345-1300  
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SHIP TO

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DATE PRINTED <b>11/04/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **12/10/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT																				
<p>INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <table border="0" style="width: 100%;"> <tr> <td>NO. 1</td> <td>.. 11/09/09 .....</td> <td>NO. 6</td> <td>.. 12/18/09 .....</td> </tr> <tr> <td>NO. 2</td> <td>.. 11/30/09 .....</td> <td></td> <td></td> </tr> <tr> <td>NO. 3</td> <td>.. 12/04/09 .....</td> <td></td> <td></td> </tr> <tr> <td>NO. 4</td> <td>.. 12/09/09 .....</td> <td></td> <td></td> </tr> <tr> <td>NO. 5</td> <td>.. 12/11/09 .....</td> <td></td> <td></td> </tr> </table>							NO. 1	.. 11/09/09 .....	NO. 6	.. 12/18/09 .....	NO. 2	.. 11/30/09 .....			NO. 3	.. 12/04/09 .....			NO. 4	.. 12/09/09 .....			NO. 5	.. 12/11/09 .....		
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 DEFK10007

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

VENDOR

\*306102227 304-345-1300  
 BBL CARLTON LLC  
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SHIP TO

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 ELKINS, WV 26241 341-6368

DATE PRINTED 11/04/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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<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>Keith A. McClanahan</i>.....SIGNATURE            (Keith A. McClanahan)            .....BBL Carlton, LLC.....COMPANY            .....12/29/09.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p>						

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BID OPENING DATE: **12/10/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>BIDDER TO COMPLETE:</b></p> <p>CONTRACTORS NAME: ..... <b>BBL Carlton, LLC</b> .....</p> <p>CONTRACTORS LICENSE NO.: ..... <b>WV028886</b> .....</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;"><b>APPLICABLE LAW</b></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;"><b>NOTICE</b></p> <p><b>A SIGNED BID MUST BE SUBMITTED TO:</b></p>						

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SIGNATURE <i>Kathy A. McClanahan</i>	TELEPHONE 304-345-1300	DATE 12/29/09
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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT (32)-----		
REQ. NO.:				DEFK10007-----		
BID OPENING DATE:				12/ <del>10</del> <sup>29</sup> /2009-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-345-1304-----		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				Keith A. McClanahan-----		

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SIGNATURE <i>Keith A. McClanahan</i>	TELEPHONE 304-345-1300	DATE 12/29/09
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 900 LEE STREET  
 SUITE 1400  
 CHARLESTON WV 25301

**SHIP TO**  
 DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 142 ROBERT E. LEE EXT.  
 ELKINS, WV  
 26241 341-6368

DATE PRINTED <b>11/04/2009</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **12/10/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DEFK10007 ***** TOTAL:						_____
						(BASE BID)

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Keith A. McClanahan</i>	TELEPHONE 304-345-1300	DATE 12/29/09
TITLE SR. VP.	FEIN 31-1540-659	ADDRESS CHANGES TO BE NOTED ABOVE

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



33	Security Fencing	1,600	LF		
34	Field Fencing	210	LF		
35	Bollards 8"	30	EA		
36	Bollards 12"	17	EA		
37	Bollards Removeable	2	EA		
38	60' Flagpole	2	EA		
39	Vehicle Wash System	1	LS		
40	Fuel Truck Containment Pad	1	LS		
41	Oil/Water Separator	1	EA		
42	Loading Ramp	1	LS		
43	Transformer Pad	1	EA		
44	Equipment Pad	2	EA		

**BID No. 6 - WATER**

45	2" PVC Water	110	LF		
46	3" PVC Water	300	LF		
47	4" PVC Water	160	LF		
48	6" PVC Water	750	LF		
49	6" DIP Water	120	LF		
50	8" PVC Water	1,400	LF		
51	8" DIP Water	40	LF		
52	PIV	2	EA		
53	Fire Hydrant	4	EA		
54	Water Vault	1	EA		

**BID No. 7 - SEWER**

55	Manholes, Sanitary Sewer	52	VF		
56	Frame and Cover, Sanitary Sewer	8	EA		
57	6" PVC Sanitary Sewer	840	LF		
58	8" PVC Sanitary Sewer	1,000	LF		
59	Cleanout, Sanitary Sewer	10	EA		

**BID No. 8 - STORM DRAINAGE**

60	6" PVC Storm	1,200	LF		
61	8" PVC Storm	700	LF		
62	12" PVC Storm	450	LF		
63	15" PVC Storm	250	LF		
64	12" HDPE Storm	200	LF		
65	18" HDPE Storm	1,250	LF		
66	24" HDPE Storm	500	LF		
67	Type 1 Ditch	1,200	LF		
68	Type 2 Ditch	500	LF		
69	Type 3 Ditch	1,000	LF		

**ELKINS BID SET ARCHITECTURAL BID ITEMS - ALTERNATES**

*A-1 ALTERNATE BID ITEM - Carpet in lieu of ECOearth flooring*

a	Costing Deduction	_____	SY	_____	
_____	_____	_____	_____	_____	_____

*A-2 ALTERNATE BID ITEM - Provide Polished Concrete in lieu of Rubber Tile*

a	Costing Deduction	_____	SY	_____	
_____	_____	_____	_____	_____	_____

*A-3 ALTERNATE BID ITEM -- Reduction of Unheated Storage from 2700 Sq. Ft. to 2490 Sq. Ft.*

a	Costing Deduction	210	SF	_____	
_____	_____	_____	_____	_____	_____

*A-4 ALTERNATE BID ITEM -- Replace External Stone with Oversized Brick.*

a	Costing Deduction	_____	LS	_____	
_____	_____	_____	_____	_____	_____

*A-5 ALTERNATE BID ITEM -- Provide costing for providing Fire Extinguishers*

a	Cost Addition	_____	LS	_____	
_____	_____	_____	_____	_____	_____

*A-6 ALTERNATE BID ITEM -- Provide costing for providing Fberglass Doors in lieu of Hollow Metal doors.*

a	Cost Addition	_____		_____	
_____	_____	_____	_____	_____	_____

*A-7 ALTERNATE BID ITEM -- Provide costing for additional Kitchen Equipment*

a	Cost Addition	_____	LS	_____	
_____	_____	_____	_____	_____	_____

*A-8 ALTERNATE BID ITEM -- Provide costing for Banners*

a	Cost Addition	_____	LS	_____	
_____	_____	_____	_____	_____	_____

**TOTAL** \_\_\_\_\_



### SECTION III – DESCRIPTION OF ARCHITECTURAL BID ITEMS

**Bid Item 1a:**            **AFRC Primary Facility**

**Unit:**                      Lump Sum (LS)

**Description:**            The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional building and/or assembly as shown under Base Bid in the Drawings and Specifications. This shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; casework; mechanical systems; and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated March November 2, 2009, as well as any addenda issued during the bidding process.

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

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

**Bid Item 1a.1:**            **Mobilization/Demobilization**

**Unit:**                      Lump Sum (LS)

**Description:**            This work consists of the Contractor mobilizing onto the worksite at the beginning of construction, demobilizing from the worksite when construction is complete, and temporary construction facilities required by the contractor in accordance with, but not limited to Section 1500 of the specifications, but is 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, including fenced enclosure of staging area.

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

**Bid Item 1b:** **AFRC Workshop**

**Unit:** Lump Sum (LS)

**Description:** The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional building and/or assembly as shown under Base Bid in the Drawings and Specifications. This shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; casework; mechanical systems; and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated March November 2, 2009, as well as any addenda issued during the bidding process.

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

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

**Bid Item 1c:** **AFRC Unheated Storage**

**Unit:** Lump Sum (LS)

**Description:** The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional building and/or assembly as shown under Base Bid in the Drawings and Specifications. This shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; carpentry and wood decking;

## SECTION 01026

### UNIT PRICES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings, Contract Provisions, Special Provisions, Supplementary Provisions, and other Division 1 Specification Sections apply to this Section.

##### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for unit prices.

##### 1.3 DEFINITIONS

- A. A unit price is an amount proposed by the Contractor and stated on the Proposal Form as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Price by Change Order in accordance with the General Provision "Changes and Extras" in the event the estimated quantities of Work required by the Contract Documents are increased or decreased. If the estimated quantities of Work required increases or decreases by 25% or more of the estimated quantity, both the Government and the Contractor reserves the right to re-negotiate a price per unit of measurement for materials or services. When an item is adjusted due to an increase or decrease in the quantity of the item, the Contractor shall perform the contract amount of the item (plus or minus 25%) at the contract unit price.

1. Unit prices include all necessary material, overhead, profit and applicable taxes.

- B. The term "lump sum" when used as an item of payment will mean complete payment for the work described in the Contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be constructed to include all necessary work and accessories to include incidentals.
- C. Refer to individual Specification Sections for construction activities and the Bid Proposal Form for requiring the establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections, and other Division 1 Specifications.

##### 1.4 SCHEDULE

- A. A "Unit Price Schedule" is included in the Bid Proposal Form. If applicable, specification Sections referenced in the Schedule contain requirements for materials and methods described under each unit price.
- B. The sum of all extended unit prices in the Unit Price Schedule shall be deemed to include all work described in the Contract Documents including Bid Proposal, Contract Drawings and Contract Specifications.

##### 1.5 VERIFICATION OF QUANTITIES

- A. The Owner reserves the right to reject the Contractor's measurement of work-in-place that involves use of established unit prices, and to have this Work measured by an independent surveyor at the Owner's expense.

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 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 or is expected to be 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.

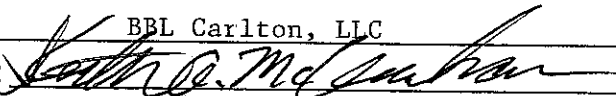
**LICENSING:**

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: BBL Carlton, LLCAuthorized Signature:  Date: 12/29/09



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

STATE OF West Virginia

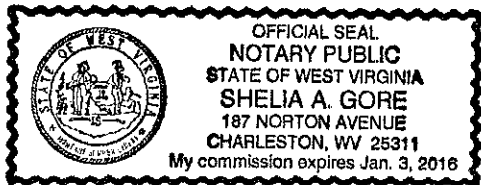
COUNTY OF Kanawha, TO-WIT:

I, Keith A. McClanahan, after being first duly sworn, depose and state as follows:

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



BBL Carlton, LLC  
(Company Name)

By: Keith A. McClanahan  
(Keith A. McClanahan)

Title: SR. VP.

Date: 12/29/09

Taken, subscribed and sworn to before me this 29th day of December, 2009

By Commission expires January 3, 2016

(Seal)

Shelia A. Gore  
(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.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

**Bid Bond**

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

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

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal

(R)

\_\_\_\_\_  
(Name of Principal)

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

\_\_\_\_\_  
Title

(U)  
Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Attorney-in-Fact

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (\$ \_\_\_\_\_) 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  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE,

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

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

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

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)

By \_\_\_\_\_  
(Must be President or  
Vice President)

\_\_\_\_\_  
(Title)

Surety Corporate Seal

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
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.**

RECEIVED  
BBL-CARLTON, LLC  
2009 DEC 29  
BID BOND  
AM 10: 41

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, BBL-CARLTON, LLC  
of 900 Lee Street Charleston, WV 25301, as Principal, and TRAVELERS CASUALTY AND SURETY  
of One Tower Hartford, CT 06183, a corporation organized and existing under the laws of the State of  
Connecticut with its principal office in the City of Hartford, CT, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of the Attached 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  
Req.No. DEFK10007, The West Virginia Army National Guard; Elkins AFRC

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  
29th day of December, 20 09.

Principal Corporate Seal

BBL-CARLTON, LLC  
(Name of Principal)  
By Kevin J. Gleason  
(Must be President or  
Vice President)

Kevin J. Gleason, Authorized Agent of  
BBL, LLC, Member of BBL-Carlton, LLC  
(Title)  
TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA  
(Name of Surety)

Surety Corporate Seal

C.E. Antoinette  
Attorney-in-Fact  
C.E. Antoinette, 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.

COUNTERSIGNED BY WEST VIRGINIA RESIDENT AGENT

By: Patricia D. Stultz

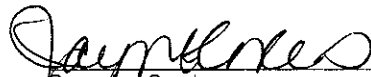


**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

**ATTORNEY-IN-FACT JUSTIFICATION  
PRINCIPAL'S ACKNOWLEDGMENT - IF A LIMITED LIABILITY COMPANY**

STATE OF NEW YORK )  
                          ) SS:  
COUNTY OF ALBANY )

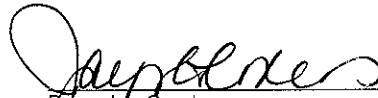
On this 29<sup>th</sup> day of December 2009, before me personally came Kevin J Gleason, to me known, who, being by me duly sworn, did depose and say that he resides in Altamont New York; that he is Authorized Agent of BBL LLC Member of BBL-Cariton, LLC, a Limited Liability Company, the Company described in and which executed the foregoing instrument; that he executed the foregoing instrument as the act and deed of said Company; and that he had the requisite authority to do so

  
Rensselaer County  
Comm Exp 12/18/2010

**SURETY COMPANY'S ACKNOWLEDGMENT**

State of New York,  
County of Albany }<sup>ss</sup>

On this 29<sup>th</sup> day of December, 2009, before me personally appeared C E Antoinette; to me known who, being by me duly sworn, did depose and say: That he/she resides in the City of Albany, New York ; that he is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created organized and existing under and by virtue of the laws of the State of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company

  
Rensselaer County  
Comm Exp 12/18/2010

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD CONNECTICUT 06183

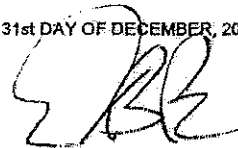
FINANCIAL STATEMENT AS OF DECEMBER 31, 2008

CAPITAL STOCK \$ 6,000,000

ASSETS		LIABILITIES & SURPLUS	
CASH & INVESTED CASH	\$ 146,779,723	UNEARNED PREMIUMS	\$ 846,309,219
BONDS	3,452,929,381	LOSSES	822,955,804
STOCK	7,586,626	LOSS ADJUSTMENT EXPENSES	276,222,162
INVESTMENT INCOME DUE AND ACCRUED	46,660,631	COMMISSIONS	52,167,066
PREMIUM BALANCES	303,562,195	TAXES, LICENSES AND FEES	43,371,400
NET DEFERRED TAX ASSET	40,073,233	OTHER EXPENSES	29,247,064
REINSURANCE RECOVERABLE	12,426,353	FUNDS HELD UNDER REINSURANCE TREATIES	105,982,816
OTHER ASSETS	86,225,430	CURRENT FEDERAL AND FOREIGN INCOME TAXES	104,163,980
		REMITTANCES AND ITEMS NOT ALLOCATED	57,573,235
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	31,564,808
		RETROACTIVE REINSURANCE RESERVE	11,097,864
		POLICYHOLDER DIVIDENDS	9,605,141
		PROVISION FOR REINSURANCE	5,452,296
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(45,467,530)
		OTHER ACCRUED EXPENSES AND LIABILITIES	11,021,928
		<b>TOTAL LIABILITIES</b>	<b>\$ 2,361,267,253</b>
		CAPITAL STOCK	\$ 6,000,000
		PAID IN SURPLUS	303,297,402
		OTHER SURPLUS	1,425,678,916
		<b>TOTAL SURPLUS TO POLICYHOLDERS</b>	<b>\$ 1,734,976,318</b>
<b>TOTAL ASSETS</b>	<b>\$ 4,096,243,572</b>	<b>TOTAL LIABILITIES &amp; SURPLUS</b>	<b>\$ 4,096,243,572</b>

STATE OF CONNECTICUT )  
 COUNTY OF HARTFORD ) SS.  
 CITY OF HARTFORD )

ERIC B BRUDER, BEING DULY SWORN, SAYS THAT HE IS CHIEF FINANCIAL OFFICER - TRAVELERS BOND & FINANCIAL PRODUCTS, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31st DAY OF DECEMBER, 2008.



CHIEF FINANCIAL OFFICER - BOND & FINANCIAL PRODUCTS

*Marie C. Tetreault*  
 NOTARY PUBLIC

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
 17th DAY OF APRIL, 2009



**MARIE C TETREAUULT**  
 Notary Public  
 My Commission Expires June 30, 2011



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
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. 220135

Certificate No 003321001

KNOW ALL MEN BY THESE PRESENTS: 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

C C Leach, F E O'Brien Jr , K. J. Furlong, P J. Clyne, I. M. Tyrrell, I. R. Tyrrell, C. E. Antoinette, and E. J. Canterbury

of the City of Albany, State of New York 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 24th day of June, 2008

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc
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 24th day of June, 2008, 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., 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