



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
 DEFK11029

PAGE
 1

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

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: 04/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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 PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 03/29/2011 AT 1:00 PM AT THE MORGANTOWN AIRPORT IN THE FIRST FLOOR CONFERENCE ROOM.

 PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION.

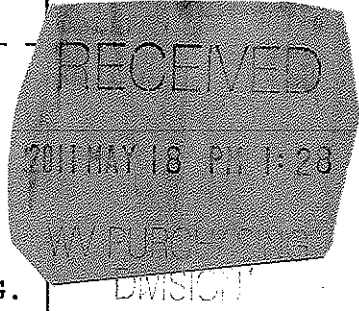
 PLANS AND SPECIFICATIONS CAN BE OBTAINED FROM THE ARCHITECT AT THE FOLLOWING LOCATION:

ZMM, INC.
 222 LEE STREET, WEST
 CHARLESTON, WV 25302
 PHONE NO. 304-342-0159
 FAX NO. 304-345-8144

A \$300.00 DEPOSIT IS REQUIRED FOR EACH SET OF PLANS AND SPECIFICATIONS.

0001 JB 968-20
 1
 CONSTRUCTION OF THE MORGANTOWN READINESS CENTER

MANDATORY PRE-BID
 A MANDATORY PRE-BID WILL BE HELD ON 03/29/2011 AT 1:00 PM AT THE MORGANTOWN AIRPORT IN THE FIRST FLOOR CONFERENCE ROOM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Carl O. Belt, Jr. TELEPHONE (301) 729-8303 DATE 04/26/2011

TITLE Senior Vice President FEIN 52-1005317 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 04/05/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE **Carl O. Belt, Jr.** TELEPHONE **(301) 729-8303** DATE **05/18/2011**

TITLE **Senior Vice President** FEIN **52-1005317** ADDRESS CHANGES TO BE NOTED ABOVE

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<p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED</p>						

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<p>WITHIN 545 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR MONONGALIA 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 \$1,000,000.00.</p>						

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<p>(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B 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 STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & 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</p>						

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STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.

FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.

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

REV. 3/88

EXHIBIT 9

NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS :</p> <p>NO. 1 04/03/2011</p> <p>NO. 2 04/04/2011</p> <p>NO. 3 04/21/2011</p> <p>NO. 4 05/06/2011</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE Carl O. Belt, Jr., Senior Vice President Harbel, Inc. COMPANY</p> <p>.....DATE April 26, 2011</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p>						

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<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 LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: Harbel, Inc.</p> <p>CONTRACTORS LICENSE NO.: WV000349</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</p>						

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EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
REV. 5/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:-----TL/32-----						
REQ. NO.:-----DEFK11029-----						
BID OPENING DATE:-----04/26/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Carl O. Belt, Jr.	TELEPHONE (301) 729-8303	DATE 05/18/2011
TITLE Senior Vice President	FEIN 52-1005317	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
 DEFK11029

PAGE
 11

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: 04/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UCP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				(301) 729-0163		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Jared M. Burkett						
***** THIS IS THE END OF RFQ DEFK11029 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Carl O. Belt, Jr.	TELEPHONE (301) 729-8303	DATE 05/18/2011
TITLE Senior Vice President	FEIN 52-1005317	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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 Department of Administration
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 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEFK11029

PAGE
1

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

VENDOR

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

CUMBERLAND MD 21501-0358

SHIP TO

DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/03/2011				

BID OPENING DATE: **04/26/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO MOVE THE DEADLINE TO SUBMIT QUESTIONS FROM 04/05/2011 TO 04/08/2011. 2. SEE CLARIFICATIONS AND CHANGES TO SPECIFICATIONS ATTACHED. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 1						
0001	1	JB		968-20		
CONSTRUCTION OF THE MORGANTOWN READINESS CENTER						
***** THIS IS THE END OF RFQ DEFK11029 ***** TOTAL: _____						

RECEIVED

APR - 6 2011

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE (301) 729-8303	DATE 04/26/2011
TITLE Senior Vice President	FEIN 52-1005317	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER
 DEFK11029

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/04/2011				

BID OPENING DATE: 04/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. TO INCLUDE THE GEOTECHNICAL ENGINEERING REPORT TEST BORING LOGS AND LOCATION MAP. 2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 2						
0001	1	JB		968-20		
CONSTRUCTION OF THE MORGANTOWN READINESS CENTER						
***** THIS IS THE END OF RFQ DEFK11029 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Carl O. Belt, Jr.</i>	TITLE Senior Vice President	FEIN 52-1005317	TELEPHONE (301) 720-8303	DATE 04/26/2011
---------------------------------------	--------------------------------	--------------------	-----------------------------	--------------------

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
 DEFK11029

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

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

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/21/2011				

BID OPENING DATE: 05/11/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. QUESTION AND ANSWERS ARE ATTACHED. 2. TO MOVE THE BID OPENING DATE FROM 04/26/2011 TO 05/11/2011. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 3						
0001	1	JB		968-20		
CONSTRUCTION OF THE MORGANTOWN READINESS CENTER						
***** THIS IS THE END OF RFQ DEFK11029 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	Carl O. Belt, Jr.	TELEPHONE (301) 729-8303	DATE May 11, 2011
TITLE Senior Vice President	FEIN 52-1005317	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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

Request for Quotation

RFQ NUMBER
 DEFK11029

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

VENDOR

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

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/06/2011				

BID OPENING DATE: 05/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
1. ADDITIONAL CLARIFICATIONS OR CHANGES TO THE SPECIFICATIONS ATTACHED. 2. TO INCLUDE PREVIOUS REQUESTS FOR INFORMATION INADVERTENTLY OMITTED FROM A PREVIOUS ADDENDUM. 3. TO MOVE THE BID OPENING DATE FROM 05/11/2011 TO 05/18/2011. 4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
END OF ADDENDUM NO. 4						
0001	1	JB		968-20		
CONSTRUCTION OF THE MORGANTOWN READINESS CENTER						
***** THIS IS THE END OF RFQ DEFK11029 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Carl O. Belt, Jr. TELEPHONE (301) 729-8303 DATE May 18, 2011
 TITLE Senior Vice President FEIN 52-1005317 ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT 10

REQUISITION NO.: DEFK11029

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.'S:

NO. 1 April 3, 2011

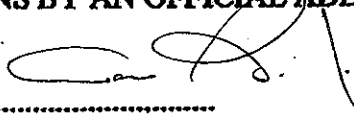
NO. 2 April 4, 2011

NO. 3 April 26, 2011

NO. 4 May 6, 2011

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.



.....
SIGNATURE

Harbel, Inc.
.....

COMPANY

May 18, 2011
.....

DATE

BID FORM

SECTION I - BASE BID AND ALTERNATES

DATED: May 18, 2011

(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

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

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 000349

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

**The Morgantown Readiness Center
West Virginia Army National Guard
Morgantown, West Virginia**

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

BASE BID:

For the sum of:

Nineteen Million Seven Hundred - Eighty
Thousand Three hundred Seventy-five (\$ 19,780,375.90)
and ninety cents

ALTERNATES:

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

Refer to Section 01030 "Alternates" for description of Alternates.

Alternate Bid No. 1 - Taxiway Access Road.

ADD the sum of:

Sixty - one Thousand - Three hundred
and Party - seven (\$ 61,347)

Alternate Bid No. 2 - Security Fencing Upgrade.

ADD the sum of: Three thousand eight hundred
(\$ 3,800)

Alternate Bid No. 3 - Exterior Canopy.

ADD the sum of: Seventy-eight thousand
(\$ 78,000)

Alternate Bid No. 4 - Lockers.

ADD the sum of: Eighty-four thousand
(\$ 84,000)

Alternate Bid No. 5 - Resilient Isolated Gypsum Board Ceilings.

ADD the sum of: Twenty-two thousand
(\$ 22,000)

Alternate Bid No. 6 - Acoustical Wall and Ceiling Treatment for Practice Rooms, and Large & Small Rehearsal Rooms.

ADD the sum of: Forty-three thousand
(\$ 43,000)

Alternate Bid No. 7 - Acoustical Wall Treatment For Drill Hall.

ADD the sum of: Seven thousand five hundred
(\$ 7,500)

Alternate Bid No. 8 - Acoustical Wall Treatment For Auditorium And Main Rehearsal.

ADD the sum of: Eighty-one thousand
(\$ 81,000)

Alternate Bid No. 9 - Suspended Acoustic Reflectors for Auditorium and Main Rehearsal.

ADD the sum of: Thirty-Four Thousand
Six hundred (\$ 34,600)

Alternate Bid No. 10 - Additional Kitchen Equipment.

ADD the sum of: Twenty-Nine Thousand
Five hundred (\$ 29,500)

Alternate Bid No. 11 - Landscaping.

ADD the sum of: Ten Thousand
(\$ 10,000)

Alternate Bid No. 12 - Dock Lift.

ADD the sum of: Twelve Thousand
(\$ 12,000)

Alternate Bid No. 13 - Power and Data on Fixed Audience Seating for Auditorium.

ADD the sum of: Thirty-Nine Thousand
(\$ 39,000)

Alternate Bid No. 14 - Grouting.

ADD the sum of: Three hundred and Ninety-Five Thousand
(\$ 395,000)

If awarded contract on Base Bid and any Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) in 545 days. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

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

One-04/03/2011

Two-04/04/2011

Three-04/21/2011

Four-05/06/2011

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

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

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

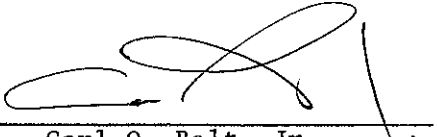
SIGNATURE OF BIDDER:

Firm: Harbel, Inc.

Address: P.O. Box 0358

Address: Cumberland, MD 21501-0358

Address: _____

By: 

Title: Carl O. Belt, Jr.
Senior Vice President

Phone: (301) 729-8303

Fax: (301) 729-0163

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.

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

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Primary Facility Base Bid					
1	Readiness Center	1	LS	15,205,500	15,205,500
2	Unheated Storage Building	1	LS	107,500	107,500
PRIMARY FACILITY BASE BID SUB-TOTAL					15,313,000
Project Administration/Quality Control Base Bid					
3	Mobilization/Demobilization	1	LS	90,000	90,000
4	General Administration	1	LS	1,000,500	
5	Project Quality Control	1	LS	129,000	129,000
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL					1,219,500
Civil/Site Base Bid					
Site Preparation					
6	Site Preparation	1	LS	337,350	337,350
7	Sediment and Erosion Control	1	LS	33,200	33,200
8	Retention Ponds	1	LS	223,000	223,000
9	Waste Disposal	5	TN	52.00	260.00
10	AOA Fencing	2,800	LF	30.60	85,680
11	Double Swing Gate, 30'	3	EA	4,500	13,500
12	Monitoring Well Removal	1	LS	1,000	1,000
Earthwork					
13	Unclassified Excavation	1	LS	285,275	285,275
14	Subgrade Preparation	20,000	SY	4.15	83,000
15	Soil Drying	100	TN	192.00	19,200
16	Soil Conditioning	500	SY	11.40	5,700
17	Over-Excavation	100	SY	28.00	2,800
18	6" Subsurface Drains	600	LF	16.60	9,960
On-Site Roads and Paving					
19	7" Concrete Paving	9,252	SY	78.50	726,280
20	HMA Wearing Course	584	TN	105.80	61,787.20
21	HMA Base Course	2,659	TN	99.60	264,836.40
22	Free Draining Base	3,822	TN	76.75	293,338.50
23	Free Draining Base Trench and Piping	3,550	LF	10.35	36,742.50

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
24	Fabric Separation	17,600	SY	1.55	27,280
25	Class I Stone	3,100	TN	20.75	64,325
26	Pavement Marking	1	LS	4,650	4,650
27	Wheel Stops	95	EA	71.00	6,745
28	Concrete Curbing	1,700	LF	39.00	66,300
29	Signage	1	LS	23,450 23,450	23,450 23,450
Off-Site Roads and Paving				29,650	29,650
20	HMA Wearing Course	90	TN	105.80	9,522
21	HMA Base Course	480	TN	99.60	47,808
22	Free Draining Base	252	TN	76.75	19,341
23	Free Draining Base Trench and Piping	783	LF	10.35	8,104.05
24	Fabric Separation	1,120	SY	1.50	1,680
25	Class I Stone	189	TN	20.75	3,921.75
30	Pavement Marking	1	LS	2,100	2,100
Miscellaneous					
31	Sidewalk	1,500	SY	118.00	177,000
32	Type I and II Lawns	1	LS	74,200	74,200
33	Type III Ground Cover for Slopes	1	LS	11,400	11,400
34	Force Protection Gate	2	EA	33,460	66,920
35	Not Used	-	-	-	-
36	24' Sliding Gate	1	EA	6,550	6,550
37	Security Fencing	900	LF	33.00	29,700
38	40' Flagpole	2	EA	4,850	9,700
39	Retaining Wall	600	LF	211.00	126,600
40	Loading Dock Wall	1	LS	74,000	74,000
41	Vehicle Wash Rack	1	LS	38,800	38,800
42	Oil/Water Separator	1	EA	70,000	70,000
43	Loading Ramp	1	LS	85,800	85,800
44	Bollards 8"	15	EA	720.00	10,800
45	Bollards 12"	6	EA	3,050 2,600	18,300 15,600
46	Bollards Removeable	3	EA	3,050	9,150
47	Trash Enclosure	1	LS	26,150 26,150	26,150 26,150
48	Fuel Truck Pad	1	LS	19,500	19,500
Water					
49	2" PVC Water	250	LF	24.00	6,000
50	6" DIP Water	80	LF	41.50	3,320
51	6" PVC Water	1,800	LF	29.00	52,200
52	10" DIP Water	60	LF	67.50	4,050
53	10" PVC Water	1,400	LF	52.00	72,800
54	PIV	5	EA	2,600	13,000
55	Fire Hydrant	4	EA	4,670	18,680
56	Water Vault	1	EA	32,150	32,150

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Sewer					
57	Manholes, Sanitary Sewer	120	VF	363.00	43,560
58	Frame and Cover, Sanitary Sewer	18	EA	560.00	10,080
59	4" PVC Sanitary Sewer	150	LF	35.25	5,287.50
60	6" PVC Sanitary Sewer	1,000	LF	31.00	31,000
61	8" PVC Sanitary Sewer	1,500	LF	34.25	51,375
62	8" DIP Sanitary Sewer	440	LF	60.00	26,400
Gas					
63	4" Gas Service Line	1,800	LF	19.00	34,200
Storm Drainage					
64	6" PVC Storm	1,400	LF	15.50	21,700
65	12" PVC Storm	600	LF	43.50	26,100
66	12" HDPE Storm	500	LF	35.25	17,625
67	18" HDPE Storm	1,100	LF	43.50	47,850
68	24" HDPE Storm	850	LF	58.00	49,300
69	30" HDPE Storm	220	LF	66.50	14,630
70	Type 1 Ditch	400	LF	64.30	25,720
71	Type 2 Ditch	160	LF	62.25	9,960
72	Type 4 Ditch	4,400	LF	18.65	82,060
73	Junction Box	2	EA	2,400	4,800
74	Type "B" Drop Inlets	20	EA	2,385	47,700
75	Type "G" Drop Inlets	2	EA	3,100	6,200
76	Stormwater Treatment Unit	2	EA	2,800	5,600
77	12" In-Line Inlets	14	EA	830.00	11,620
78	Trench Drain and Grate	40	LF	260.00	10,400
79	Concrete Headwall	3	EA	3,630	10,890
Power and Communications					
80	Electrical Duct Bank Type 1	200	LF	55.00	11,000
81	Electrical Duct Bank Type 2	50	LF	792.00	39,600
82	Electrical Duct Bank Type 3	60	LF	146.00	8,760
83	Combined Duct Bank Type 1	700	LF	88.00	61,600
84	Communications Duct Bank Type 1	150	LF	75.00	11,250
85	Transformer Pad	1	LS	1,200	1,200
86	Emergency Generator Pad	1	LS	19,000	19,000
CIVIL/SITE BASE BID SUB-TOTAL					4,574,875.90

BASE BID TOTAL*	19,780,375.90
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*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.

Alternate Bid Items					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Alternate #1 - Taxiway Access Road					
20	HMA Wearing Course	53	TN	105.00	5,565
21	HMA Base Course	281	TN	100.00	28,100
22	Free Draining Base	148	TN	76.00	11,248
23	Free Draining Base Trench and Piping	360	LF	10.00	3,600
24	Fabric Separation	657	SY	2.00	1,314
25	Class 1 Stone	111	TN	20.00	2,220
87	Pipe Gate	1	EA	9,300	9,300
Alternate #1 Total					61,347
Alternate #2 - Security Fencing Upgrade					
88	Upgrade to 8' Fabric	1	LS	3,800	3,800
Alternate #2 Total					3,800
Alternate #3 - Exterior Canopy					
89	Canopy	1	LS	78,000	78,000
Alternate #3 Total					78,000
Alternate #4 - Lockers					
90	Lockers	1	LS	84,000	84,000
Alternate #4 Total					84,000
Alternate #5 - Resilient Isolated Gypsum Board Ceilings					
91	Isolated Gypsum Board Ceilings	1	LS	22,000	22,000
Alternate #5 Total					22,000
Alternate #6 - Acoustical Wall and Ceiling Treatment for Practice Rooms and Large & Small Rehearsal Rooms					
92	Acoustical Treatment	1	LS	43,000	43,000
Alternate #6 Total					43,000
Alternate #7 - Acoustical Wall Treatment for Drill Hall					
93	Acoustical Wall Treatment	1	LS	7,500	7,500
Alternate #7 Total					7,500
Alternate #8 - Acoustical Wall Treatment for Auditorium and Main Rehearsal					
94	Acoustical Wall Treatment	1	LS	81,000	81,000
Alternate #8 Total					81,000

Alternate Bid Items					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Alternate #9 - Suspended Acoustic Reflectors for Auditorium and Main Rehearsal					
95	Acoustical Reflectors	1	LS	34,600	34,600
Alternate #9 Total					34,600
Alternate #10 - Additional Kitchen Equipment					
96	Additional Kitchen Equipment	1	LS	29,500	29,500
Alternate #10 Total					29,500
Alternate #11 - Landscaping					
97	Landscaping	1	LS	10,000	10,000
Alternate #11 Total					10,000
Alternate #12 - Dock Lift					
98	Dock Lift	1	LS	12,000	12,000
Alternate #12 Total					12,000
Alternate #13 - Power and Data on Fixed Audience Seating for Auditorium					
99	Seating Power and Data	1	LS	39,000	39,000
Alternate #13 Total					39,000
Alternate #14 - Grouting					
100	Grouting	1	LS	395,000	395,000
Alternate #14 Total					395,000
ALTERNATE BID ITEM TOTAL					900,747
TOTAL COST WITH ALTERNATES					20,661,122.90

END OF SECTION II

SECTION III – DESCRIPTION OF BID ITEMS

Bid Item 1: Readiness Center**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 Readiness Center building and/or assembly as shown under Base Bid in the Drawings and Specifications. The Readiness Center includes lobbies, corridors, administration space, recruiting and family support space, educational facilities, storage, locker rooms, physical training rooms, mail rooms, drill halls, toilets, janitor closets, as well as mechanical, electrical, and data rooms.

This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; up to 40 cubic yards of lean concrete backfill, concrete; masonry; veneer brick; structural steel; metal stud framing; pre-engineered metal trusses; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; railings; doors; windows; finishes; casework; mechanical systems; electrical systems; fire suppression system; fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated February 24, 2011 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

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

Bid Item 2: Unheated Storage Building**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 Unheated Storage Building as shown under Base Bid in the Drawings and Specifications.

This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; pre-engineered metal storage buildings; and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated February 24, 2011 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

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

Bid Item 3: Mobilization/Demobilization

Unit: Lump Sum

Description: This work shall consist of the performance of 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; establishment and removal of the contractor's field office and storage facilities, including fenced enclosure of staging area.

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

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

Bid Item 4: General Administration

Unit: Lump Sum

Description: This work shall consist of performing the construction administrative duties associated with managing the construction as stated in Division 1 and throughout the Specifications, providing construction layout, providing temporary utilities for the site and coordination of permanent utility installation and tie-in of site grading and access roads, administration and maintenance of all required permits for the project, including permit fees, and City of Morgantown Business and Occupation Taxes. In addition to any State and Federal permits, the City of Morgantown requires a Municipal Contractor's License.

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

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

Bid Item 5: Project Quality Control

Unit: Lump Sum

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

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

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

Bid Item 6: Site Preparation

Unit: Lump Sum (LS)

Description: This work shall consist of the removal of trees and other vegetation, topsoil stripping and stockpiling, removal of existing utilities, installation of temporary utilities, demolition, temporary safety fence and barricades for taxiway closures, and clearing and grubbing of all areas disturbed by the Contractor. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 7: Sediment and Erosion Control

Unit: Lump Sum (LS)

Description: This item shall consist of furnishing, installation, maintenance and subsequent removal of necessary storm water structures, best management practices, and other work required to prevent escape of sediment from disturbed areas of project site. Also included is the preparation of a modification to the existing WV NPDES permit, submission, and administrative maintenance of any permits required by the West Virginia Department of Environmental Protection (WVDEP) or other agencies. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

Payment: Payment for item shall be in three installments. The first payment of 50% of the lump sum price shall be made on the first estimate following issuance of a modification to the existing WV NPDES Construction Stormwater Permit and installation of best management practices required by the approved Stormwater Pollution Prevention Plan. The second payment of 25% shall be made on the next estimate following finish grading and stabilization of all waste and borrow areas. The remaining 25% shall be paid upon termination of the WV NPDES permit by the WVDEP for properly stabilizing the site, demobilization, and final completion of the Project.

Bid Item 8: Retention Ponds

Unit: Lump Sum (LS)

Description: This work shall consist of constructing the retention ponds as shown in the Plans. The work includes excavation, importation of soils, concrete, backfill, inlet and outlet structures, pipes, outlet protection, sediment removal and maintenance. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 9: Waste Disposal

Unit: Ton (TN)

Description: This work shall include, but is not limited to, disposal of rubbish, trash, scrap, and other materials encountered at the site that require disposal at a sanitary landfill. The work includes sorting, loading, hauling, and disposal. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantity of work completed shall be measured in tons as evidenced by weigh tickets from a legally operating sanitary landfill and certified by the contractor to be correct.

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

Bid Item 10: AOA Fencing

Unit: Linear Foot (LF)**Description:** This work consists of furnishing and complete installation of chain link fencing. The price will include clearing vegetation, excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and gate hardware. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.**Payment:** The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.**Bid Items 11: Double Swing Gate, 30'**

Unit: Each (EA)**Description:** This work consists of furnishing and complete installation of various types of gates for chain link fences. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and locks. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be per each gate completely installed.**Payment:** The accepted quantities of gates shall be paid for at the contract unit price per each complete in place.**Bid Item 12: Monitoring Well Removal**

Unit: Lump Sum (LS)**Description:** This item shall consist of the removal of an existing monitoring well in accordance with West Virginia Department of Environmental Protection regulations. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.**Payment:** Payment shall be made at the contract unit price per lump sum.

Bid Item 13: Unclassified Excavation**Unit:** Lump Sum (LS)

Description: This work shall consist of, but is not limited to, unclassified excavation, loading and hauling of excavated material, placement and compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the COTR, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever materials encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation. Over-excavation and/or fill not shown on the Plans or specified herein shall be at the Contractor's expense, unless approved by the COTR prior to commencing such work. If unsuitable materials exist below the grades shown on the Plans, this material shall be removed with the prior approval of the COTR and shall be paid per the unit price for "Overexcavation".

Except at locations where excavation of unsuitable material is required, care shall be taken not to excavate below the depths specified. Final shaping and contouring of the areas shall be performed to the satisfaction of the COTR.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 14: Subgrade Preparation**Unit:** Square Yard (SY)

Description: This work shall include, but is not limited to, excavation, scarification, and recompaction of the top 24 inches of in-place subgrade under structures, building slabs, steps, and pavements in excavated areas. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work. Manipulation of the excavated material to achieve optimum moisture content shall be considered incidental to the work. If additional satisfactory soil fill is required to achieve subgrade elevations after compaction, it shall be considered incidental to the work.

Measurement: Measurement shall be based on square yards of area completed for the work described. Material prepared beyond approved limits shall not be included in the measured quantity. Subgrade preparation of other areas, such as walkways and lawn areas, is incidental to earthwork and shall not be paid for by this bid item.

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

Bid Item 15:	Soil Drying
Unit:	Ton (TN)
Description:	This work shall include, but is not limited to, quicklime application and mixing of stockpiles of existing satisfactory soils with high moisture content. The required demonstration of proposed techniques is incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	The quantity of work completed shall be measured in tons of quicklime used as evidenced by weigh tickets for bulk loads or delivery slips for packaged materials certified by the contractor to be correct.
Payment:	Payment shall be made at the contract unit price per ton.
Bid Item 16:	Soil Conditioning
Unit:	Square Yard (SY)
Description:	This work shall include, but is not limited to, scarifying, 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 COTR. The required demonstration of proposed techniques on test pads is incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	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 17:	Over-Excavation
Unit:	Square Yard (SY)
Description:	This work shall include, but is not limited to, excavation below subgrade, transportation and disposal of unsuitable materials, placement of geogrid and AASHTO #1 stone, and proof-rolling areas of unsuitable soils in locations directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
Measurement:	Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.
Payment:	Payment shall be made at the contract unit price per square yard.

Bid Item 18: 6" Subsurface Drains

Unit: Linear Foot (LF)**Description:** This work shall consist of installation of 6" subsurface drains in locations specified on the plans or directed by the COTR. The drains are to be installed in locations that will intercept the maximum amount of seepage. Subsurface drain work includes dewatering, excavation, drainage fabric, stone, pipe, fittings, cleanouts and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on linear feet of drains in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings as typical pipe section in the pipe being measured.**Payment:** This item shall be paid for at the contract price per linear foot.**Bid Item 19: 7" Concrete Paving**

Unit: Square Yard (SY)**Description:** This work consists of furnishing and complete installation of Portland cement concrete pavement, reinforcing, joints, and sealants at the areas as shown on the plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.**Payment:** Payment shall be made at the contract unit price per square yard.

Bid Item 20: 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.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed 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 with percentages rounded to the nearest tenth:

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

Bid Item 21: 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.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed 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 with percentages rounded to the nearest tenth:

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

Bid Item 22: Free Draining Base

Unit: Ton (TN).**Description:** This work consists of furnishing and complete installation of open graded free draining base course for pavements. Aggregate, compaction, binder material, and curing are included with this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed on an approved standard scale or from digital print-out slips from an automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered. Only work accepted by the COTR shall be included, any work rejected or materials used for other items or purposes shall be deducted.**Payment:** Payment shall be made at the contract price per ton.**Bid Item 23: Free Draining Base Trench and Piping**

Unit: Linear Foot (LF)**Description:** This work shall consist of constructing free draining base trenches and outlet pipes in reasonably close conformity with the lines, grades, dimensions, and locations shown on the Plans or established by the COTR. Excavation, perforated pipe, filter material, outlet pipe, aggregate backfill, and disposing of all surplus material is included with this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** The quantity of work done shall be measured by the linear foot of free draining base trench installed, complete in place and accepted. The perforated pipe, geotextile, and aggregate backfill is a component of the free draining base trench. Length shall be determined from actual measurements once the free draining base trench is in place. No deductions shall be made for placement of the drop connection required at outlet pipe locations. Outlet pipes required from the free draining base trench to daylight or another drainage structure are incidental to this item.**Payment:** The quantities, determined as provided above, shall be paid for at the contract unit price per linear foot.**Bid Item 24: Fabric Separation**

Unit: Square Yard (SY)**Description:** This work shall consist of furnishing and installing geotextile fabric of designated types in pavement sections as directed by the COTR. This includes performing all work

prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond design limits shall not be included in the measured quantity. Fabric used in free draining base trench is not included in this pay item.

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

Bid Item 25: Class 1 Stone

Unit: Ton (TN)

Description: This work includes, but is not limited to, furnishing and complete installation of Class 1 aggregate course for pavements and the MEP gravel apron or as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed on an approved standard scale or from digital print-out slips from an automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered. Only work accepted by the COTR shall be included, any work rejected or materials used for other items or purposes shall be deducted.

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

Bid Item 26: Pavement Marking, On-Site Roads and Paving

Unit: Lump Sum (LS)

Description: Pavement markings shall consist of furnishing and installing various types of markings, as shown on the plans and an additional 1,000 sq ft for miscellaneous marking as directed by the COTR. It shall include, but is not limited to, edge lines, center lines, handicapped symbols, parking lines, shoulders, stop lines and pedestrian crossing markings. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

Payment: This item shall be paid for at the contract lump sum price upon satisfactory completion of all pavement markings shown on the plans.

Bid Item 27: Wheel Stops

Unit: Each (EA)**Description:** This work includes, but is not limited to, furnishing and complete installation of plastic wheel stops as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** The quantity of work done shall be measured per each wheel stop completely installed.**Payment:** Payment shall be made at the contract unit price per each.**Bid Item 28: Concrete Curbing**

Unit: Linear Foot (LF)**Description:** This work shall includes, but is not limited to, the construction of cast-in-place concrete curbing at the locations shown on the Plans, or as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Curbing shall be measured along the front face of the section at the finish grade elevation.**Payment:** Payment shall be made at the contract unit price per linear foot.**Bid Item 29: Signage**

Unit: Lump Sum (LS)**Description:** This item includes, but is not limited to, furnishing and installing miscellaneous signs, stop, parking, informational, etc. as noted on the Plans or as directed by the COTR. Signs, posts, foundations, and necessary hardware are included. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on completion of work described.**Payment:** Payment shall be made at the contract unit price for lump sum.**Bid Item 30: Pavement Marking, Off-Site Roads and Paving**

Unit: Lump Sum (LS)**Description:** Pavement markings shall consist of furnishing and installing various types of markings, as shown on the plans and an additional 500 sq ft for miscellaneous marking as directed by the COTR. It shall include, but is not limited to, edge lines, center lines, shoulders, stop lines and pedestrian crossing markings. This includes performing all work prescribed in a

workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

Payment: This item shall be paid for at the contract lump sum price upon satisfactory completion of all pavement markings shown on the plans.

Bid Item 31: Sidewalk

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing welded wire mesh reinforcing, 4,000 psi air-entrained concrete, Class 1 stone, formwork and incidentals associated with concrete sidewalks and pads as detailed on the Plans. The areas adjacent to the building shall also include drainage fill and foam insulation. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Items 32-33: Type I and II Lawns; Type III Ground Cover for Slopes

Unit: Lump Sum (LS)

Description: This work shall consist of various types of lawns and ground cover as shown on the Drawings and specified in Section 02920, "Lawns and Grasses". The bid item shall include fine grading and preparing lawn areas, furnishing and applying soil amendments and fertilizers, seeding lawn areas, protection and maintenance of lawn areas. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Items 34-36: Force Protection Gate, 24' Sliding Gate (BID ITEM 35 -- NOT USED)

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of various types of gates for chain link fences and site security. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire,

and locks. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be per each gate completely installed.

Payment: The accepted quantities of gates shall be paid for at the contract unit price per each complete in place.

Bid Item 37: Security Fencing

Unit: Linear Foot (LF)

Description: This work consists of furnishing and complete installation of chain link fencing and personnel gates. The price will include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and gate hardware. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.

Payment: The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.

Bid Item 38: 40' Flagpole

Unit: Each (EA)

Description: This item includes furnishing and installing the 40' aluminum flagpole in front of the facility. The foundation, including excavation, aggregate, concrete and miscellaneous hardware are incidental to this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 39: Retaining Wall

Unit: Linear Foot (LF)

Description: This item of work is a masonry clad concrete block retaining wall. Excavation, backfill, brick facing, capstone, and associated subsurface drainage are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor,

tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be by the linear foot along the front face of the wall at the finished grade elevation.

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

Bid Item 40: Loading Dock Wall

Unit: Lump Sum (LS)

Description: This item of work is a pour in place concrete retaining wall. Excavation, backfill, handrail, concrete finishing, and associated subsurface drainage are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 41: Vehicle Wash Rack

Unit: Lump Sum (LS)

Description: This work shall consist of adding a Vehicle Wash Rack as shown in the Plans. Excavation, concrete, aggregate base, waterstops, associated drainage structures, piping, conduits, post hydrant, hose reels and hose, and other ancillary equipment within the boundary created by the edge of the concrete pad are incidental to this item of work. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 42: Oil/Water Separator

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of an underground separator designed for gravity separation of free oils (hydrocarbons and other petroleum products) and settleable solids from wastewater. Excavation, backfill, concrete pad, bedding material, manways, piping and fittings to a point beyond the outline of the tank, alarm and control panel, electrical and data wiring, and vent piping are incidental. This

includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on completion of the work described according to the Basis of Payment below.

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

Bid Item 43: Loading Ramp

Unit: Lump Sum (LS)

Description: This item of work is a cast-in-place reinforced concrete loading ramp with two levels. The aggregate, backfill, dock bumpers, excavation and soil backfill, and any other ancillary equipment required are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Items 44-46: Bollards 8", 12", and Removable

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of bollards. The unit price shall include furnishing and installing metal posts, and associated hardware, concrete footings, excavation, backfill, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work.

Measurement: The quantity of work done shall be measured per each bollard completely installed and accepted by the COTR.

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

Bid Item 47: Trash Enclosure

Unit: Lump Sum (LS)

Description: This work shall consist of constructing a pad and walls at the back of the main building as shown in the Plans. Excavation, concrete, aggregate base, walls, associated drainage structures, piping, pipe sleeves, conduits, and other ancillary equipment are incidental to this item of work. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 48: Fuel Truck Pad

Unit: Lump Sum (LS)

Description: This work shall consist of a cast-in-place concrete fuel truck pad as shown in the Plans. This shall include excavation, concrete, reinforcing, grounding hardware, aggregate base and any other incidentals necessary for a complete and functional pad. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Items 49-53: Water Line, PVC - 2", 6", and 10"; Waterline, DIP - 6" and 10"

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing various sizes of water line. These prices shall fully compensate the Contractor for providing pipe, fittings, valves, bedding, excavation, backfill, concrete thrust blocks, concrete encasement, steel casing pipe, asphalt repair, curb stops, flushing, testing, coordination with the City of Morgantown and agencies having jurisdiction for acceptance. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of water line in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings and appurtenances associated with the water line.

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

Bid Item 54: PIV

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of Post Indicator Valves. The unit price shall include furnishing and installing the valves, fittings, excavation, bedding, backfill, concrete thrust blocks, saw-cutting of pipe, and testing and inspection. This includes performing all work prescribed in a workmanlike and acceptable manner,

including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantity of work done shall be measured per unit PIV acceptably installed.

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

Bid Item 55: Fire Hydrant

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of exterior fire hydrants. The unit price shall include furnishing and installing a fire hydrant, fittings, excavation, bedding, backfill, concrete thrust blocks, saw-cutting of pipe, and testing and inspection. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantity of work done shall be measured per unit fire hydrant acceptably installed.

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

Bid Item 56: Water Vault

Unit: Each (EA)

Description: This work consists of furnishing, placing and installing the precast concrete vault, bedding, backfill, water meter, backflow preventer and associated valves and appurtenances as detailed in the Plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be per water meter pit installed and accepted by the COTR and authorities having jurisdiction.

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

Bid Item 57: Manholes, Sanitary Sewer

Unit: Vertical Foot (VF)

Description: This work shall include, but is not limited to, installing pre-cast concrete manholes at the locations specified in the plans. Excavation, bedding, manhole section and grade ring installation, backfill, and testing and inspection are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on vertical feet of manhole in place, as measured from the invert to the top of concrete or spacer ring, completed and accepted by the COTR and authorities having jurisdiction.

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

Bid Item 58: Frame & Cover, Sanitary Sewer

Unit: Each (EA)

Description: This work consists of furnishing, placing and installing the frame and cover for sanitary manholes as detailed in the Plans. This includes performing all work prescribed in a workmanlike and acceptable manner; including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be per frame and cover installed and accepted by the COTR.

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

Bid Items 59-62: PVC Sanitary Sewer, 4", 6", and 8"; DIP, 8"

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing various sizes of sanitary sewer piping. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fittings, cleanouts, casing pipes, pavement repairs, testing and coordination with the Morgantown Utility Board for acceptance. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of sanitary sewer piping in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, appurtenances, and cleanouts associated with the sanitary sewer piping.

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

Bid Item 63: 4" Gas Service Line

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing 4" gas lines from the building to point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, valves, existing utility tie-ins, pavement restoration, and casing pipes. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of gas line in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings and appurtenances associated with the gas line.

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

Bid Items 64-65: Storm Line, PVC - 6" and 12"

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of PVC pipe for storm drainage outside the building. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, and pavement repairs. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Conduit of the different types and sizes, shall be measured by the linear foot in place, the measurement being made along the centerline of each pipe installed. Branch connections, tees, wyes, and elbows shall be measured along their centerlines and these lengths included in the total lengths of the appropriate conduit. Wyes, tees, and other branch connections shall be measured along the centerlines to points of intersection. The portion of pipe extending through to the inside face of headwalls of all types, manholes, inlets, boxes, or other structures shall be included in the measurement.

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

Bid Items 66-69: Storm Line, HDPE - 12", 18", 24" and 30"

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of high density polyethylene pipe for storm drainage. Pipe, bedding, excavation, backfill, fill, fittings, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Conduit of the different types and sizes, shall be measured by the linear foot in place, the measurement being made along the centerline of each pipe installed. Branch connections, tees, wyes, and elbows shall be measured along their centerlines and these lengths included in the total lengths of the appropriate conduit. Wyes, tees, and other branch connections shall be measured along the centerlines to points of intersection. The portion of pipe extending through to the inside face of headwalls of all types, manholes, inlets, boxes, or other structures shall be included in the measurement.

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

Bid Items 70-71: Type 1 Ditch, Type 2 Ditch

Unit: Linear Foot (LF)**Description:** This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric, riprap and grout. Excavation, shaping and lining and geotextile fabric are incidental.**Measurement:** The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.**Payment:** Payment shall be made by the contract unit price per linear foot.**Bid Item 72: Type 4 Ditch**

Unit: Linear Foot (LF)**Description:** This work shall consist of the construction of open flow ways for surface drainage, using permanent erosion control matting. Excavation, shaping, seeding, and lining are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.**Payment:** Payment shall be made by the contract unit price per linear foot.**Bid Item 73: Junction Box**

Unit: Each (EA)**Description:** This work shall consist of installing pre-cast or cast-in-place concrete junction boxes for storm drainage. Pipe connection, bedding, excavation, backfill, fill, fittings, frames and covers, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on each junction box in place completed, and accepted by the COTR.**Payment:** Payment shall be made at the contract unit price for each.

Bid Items 74-75: Type "B" and "G" Drop Inlets

Unit: Each (EA)**Description:** This work shall consist of installing pre-cast or cast-in-place concrete inlets for storm drainage. Pipe connection, bedding, excavation, backfill, fill, fittings, grates, frames, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on each drain inlet in place completed, and accepted by the COTR.**Payment:** Payment shall be made at the contract unit price per each.**Bid Item 76: Stormwater Treatment Unit**

Unit: Each (EA)**Description:** This work shall consist of installing pre-cast concrete stormwater treatment units for storm drainage. Pipe connection, bedding, excavation, backfill, fill, and fittings, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on each stormwater treatment unit in place completed, and accepted by the COTR.**Payment:** Payment shall be made at the contract unit price per each.**Bid Item 77: 12" In-Line Inlets**

Unit: Each (EA)**Description:** This work shall consist of installing inlets for storm drainage. Inlets, grates, pipe, excavation, bedding, backfill, fill, fittings and pavement repairs are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on each drain inlet in place completed, and accepted by the COTR**Payment:** Payment shall be made at the contract unit price for each.

Bid Item 78: Trench Drain & Grate

Unit: Linear Foot (LF)**Description:** This work shall consist of installing a vehicular trench drain for storm drainage. Pipe connection, bedding, excavation, backfill, reinforcement, concrete, fittings, frames and grates are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on linear foot of trench drain installed and accepted by the COTR, measured along the center-line from end of grate to end of grate.**Payment:** Payment shall be made by the contract unit price per linear foot.**Bid Item 79: Concrete Headwall**

Unit: Each (EA)**Description:** This work shall consist of installing cast-in-place concrete headwalls for storm drainage. Excavation, forming, reinforcement, concrete, pipe connection, aggregate bedding, backfill, and concrete finishing are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be for each headwall completely installed.**Payment:** Payment shall be made at the contract unit price for each complete and in place.**Bid Item 80: Electrical Duct Bank Type 1**

Unit: Linear Foot (LF)**Description:** This work shall consist of trenching and backfill, vaults, handholes, pedestals, conduit, concrete, and pull ropes required for the installation of underground primary. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on transformer pad and 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 81: Electrical Duct Bank Type 2

Unit: Linear Foot (LF)**Description:** This work shall consist of trench and backfill, vaults, handholes, pedestals, conduit, concrete, pull ropes, and conductors required for the installation of underground secondary between the transformer and the AFRC building. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on linear feet of underground secondary constructed in conformance with the plans and specifications.**Payment:** Payment shall be made at the contract unit price per linear foot.**Bid Item 82: Electrical Duct Bank Type 3**

Unit: Linear Foot (LF)**Description:** This work shall consist of trench and backfill, vaults, handholes, pedestals, conduit, concrete, pull ropes, conductors, and control wires required for the installation of underground secondary between the AFRC and the maintenance building. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on linear feet of underground secondary constructed in conformance with the plans and specifications.**Payment:** Payment shall be made at the contract unit price per linear foot.**Bid Item 83: Combined Duct Bank Type 1**

Unit: Linear Foot (LF)**Description:** This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, conductors, extra pull ropes, vaults, handholes, pedestals, concrete, excavation, backfill, and sleeves. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on linear feet of duct bank in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.**Payment:** Payment shall be made at the contract unit price per linear foot of line in service.

Bid Item 84: Communications Duct Bank Type 1

Unit: Linear Foot (LF)**Description:** This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, vaults, handholes, pedestals, concrete, excavation, backfill, and sleeves. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** Measurement shall be based on linear feet of duct bank in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.**Payment:** Payment shall be made at the contract unit price per linear foot of line in service.**Bid Item 85: Transformer Pad**

Unit: Lump Sum (LS)**Description:** This work shall consist of a cast-in-place concrete pad for the electrical transformer(s). The pad must meet the requirements of Appalachian Power Company for the transformer(s) used. This shall include excavation, concrete, reinforcing, grounding hardware, bollards for vehicular protection, aggregate base and any other incidentals necessary for a complete and functional pad. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.**Measurement:** There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.**Payment:** Payment shall be made at the contract unit price for lump sum.**Bid Item 86: Emergency Generator Pad**

Unit: Lump Sum (LS)**Description:** This work shall consist of a cast-in-place concrete pad for the emergency generator. The pad must meet the requirements of the generator manufacturer. This shall include excavation, concrete, reinforcing, grounding hardware, bollards for vehicular protection, aggregate base and any other incidentals necessary for a complete and functional pad. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 87: Pipe Gate

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of a Pipe Gate for vehicular access through the field fence. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, and locks. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be per each gate completely installed.

Payment: The accepted quantities of gates shall be paid for at the contract unit price per each complete in place.

Bid Item 88: Fencing/Gate Upgrade

Unit: Lump Sum (LS)

Description: This work shall consist of upgrading all security fencing, swing gates, sliding gates, and alternate bid items to an eight foot chain-link fabric height. Force Protection Gate is not included. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 89: Canopy

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional Canopy as shown under Alternate Bid #3 in the Drawings and Specifications.

This item shall include any additional items related to Site Construction where a unit cost has not been requested. 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 walkway canopy connecting Corridor 1016 and Corridor 1063. This work includes, but is not limited to: structural steel; carpentry and decking; waterproofing; roofing; as well as lighting. The walkway is base bid. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the walkway perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the canopy within the terms and conditions of the plans and specifications. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated December 1, 2010 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

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

Bid Item 90: Lockers

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional Lockers as shown under Alternate Bid #4 in the Drawings and Specifications. This work shall consist of manufactured lockers, as well as all anchoring devices necessary for a complete and functional installation of the locker. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 91: Resilient Isolated Gypsum Board Ceilings

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional isolated gypsum board ceilings as shown under Alternate Bid #5 in the Drawings and Specifications. This work shall consist of an isolated gypsum board ceiling in the practice rooms, as well as in the large and small rehearsal rooms. The work shall include all of the required gypsum board, framing, and miscellaneous framing members required for a complete and functional installation. The work shall also include additional sprinkler heads and piping that will be required to provide automatic fire protection to the area above the isolated ceiling. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 92, 93, 94: Acoustical Treatment

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional acoustical wall and ceiling treatment as shown under Alternate Bids #6, #7, and #8 in the Drawings and Specifications. This work shall consist of various types of acoustical wall and ceiling treatment, including wood fiber absorptive panels, fabric wrapped panels, convex foam panels, draperies (manual and automatic), and geometric ceiling panels. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 95: Acoustic Reflectors

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional suspended acoustic reflectors as shown under Alternate Bid #9 in the Drawings and Specifications. The acoustical reflectors consist of suspended drywall, acoustical tile, foam panels, geometric ceiling panels, as well as the grid and supporting devices. The work shall include all miscellaneous framing members required for a complete and functional installation. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

Bid Item 96: Additional Kitchen Equipment

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide complete and functional kitchen equipment as shown under Alternate Bid #10 in the Drawings and Specifications.

The scope of this bid item is identified on the Kitchen Equipment Schedule. Items designated as 'Alternate' shall be included in the Kitchen Equipment Alternate, and all other items are base bid. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated July 18, 2010 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Measurement: Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

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

Bid Item 97: Landscaping

Unit: Lump Sum (LS)

Description: This item includes furnishing and installing all plant materials including but not limited to Shade Trees, Flowering Trees, Evergreen Trees, Shrubs, Groundcover and Perennials as noted on the plans and as specified as Alternate Bid #11 in the Drawings and Specifications. These prices shall fully compensate the contractor for providing all planting and incidentals necessary to complete the item.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

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

Bid Item 98: Dock Lift

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 dock lift as shown under Alternate Bid #12 in the Drawings and Specifications. This work shall consist of the dock lift, as well as all work necessary for a complete and functional installation of the dock lift. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

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

Bid Item 99: Power and Data on Fixed Audience Seating for Auditorium

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 power and data service package as shown under Alternate Bid #13 in the Drawings and Specifications. This work shall consist of the service package, as well as all work necessary for a complete and functional installation of the power and data on the fixed audience seating. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on completion of work described and accepted by the COTR.

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

Bid Item 100: Grouting

Unit: Lump Sum (LS)

Description: This work consists of furnishing and complete installation of grout to fill any voids found within the project area and directed by the COTR. 10,000 lf of rotary drilling, 1,000 cy of grout, grout placement and grout testing in accordance with Specification Section 02751. This includes performing all work prescribed in a workmanlike and acceptable

Measurement: The quantities of work done shall be measured in cubic yards as designated. The quantity shall be determined by the Contractor from the total delivery slips for each vehicle and certified by the Contractor to be correct. Each delivery slip shall indicate the contract item numbers for the material being delivered. Only work accepted by the COTR shall be included, any work rejected or materials used for other items or purposes shall be deducted.

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

END OF SECTION

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)

Surety Corporate Seal

(U)

(Name of Principal)
By _____
(Must be President or
Vice President)

Title

(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, Harbel, Inc.
of Cumberland, Maryland, as Principal, and Fidelity and Deposit Company of
Maryland of 1400 American Lane, Schaumburg, IL 60196, a corporation organized and existing under the laws of the State of Maryland
with its principal office in the City of Hunt Valley, MD, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of the Total Bid Amount (\$ 5% of Total Bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

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

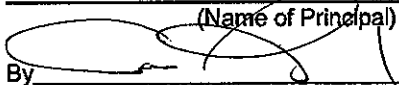
NOW THEREFORE,

(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.

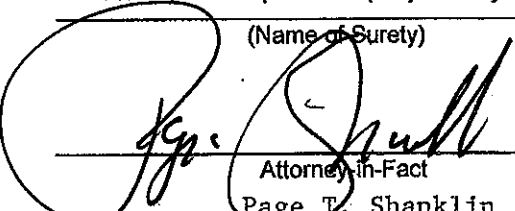
IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
11th day of May, 20 11.

Principal Corporate Seal

Harbel, Inc.
(Name of Principal)
By 
(Must be President or Vice President)
Carl O. Belt, Jr., Senior Vice President
(Title)

Surety Corporate Seal


WV Countersigned Holly Kidwell

Fidelity and Deposit Company of Maryland
(Name of Surety)

Attorney-in-Fact
Page T. Shanklin

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.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000349

Classification:

GENERAL BUILDING
GENERAL ENGINEERING
MULTIFAMILY
MASONRY
ROOFING

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

Date Issued

Expiration Date

AUGUST 02 2010

AUGUST 02 2011

Thomas R. Wolf

Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Insurance Services, Inc. 44 Baltimore Street Cumberland, MD 21502 301 777-1500		CONTACT NAME: PHONE (A/C, No, Ext): 301-777-1500 FAX (A/C, No): 301-724-3953 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:	
INSURED Harbel, Inc. PO Box 358 Cumberland, MD 21502		INSURER(S) AFFORDING COVERAGE INSURER A : National Union Fire Insurance 19445 A INSURER B : American Guarantee and Liab 26247 A+ INSURER C : Insurance Co of the State of PA 19429 A INSURER D : Travelers 25666 A+ INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

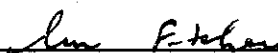
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		440617	04/01/2011	04/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		3976832	04/01/2011	04/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0		AUG480169701	01/01/2011	04/01/2012	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		061967047	04/01/2011	04/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Builders Risk Coverage		6604041B93A	01/01/2011	01/01/2012	Limit: \$7,000,000 Deductible \$2,500

Sample

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Preston High School Courtyard Renovation and Addition, Kingwood, WV

(See Attached Descriptions)

CERTIFICATE HOLDER Preston County Board of Education 731 Preston Drive Kingwood, WV 26537	CANCELLATION 10 Days for Non-Payment SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

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

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

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

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gerald F. Haley

William J. Mills

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

State of Maryland }
City of Baltimore } ss:

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

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



Maria D. Adamski

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

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

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

CERTIFICATE

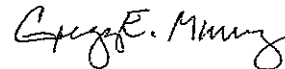
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was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

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

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

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

this 11th day of May, 2011.



Assistant Secretary



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

STATE OF Maryland

COUNTY OF Allegany, TO-WIT:

I, Carl O. Belt, Jr., after being first duly sworn, depose and state as follows:

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

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

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

Harbel, Inc.

(Company Name)

By: [Signature]

Title: Carl O. Belt, Jr. - Senior Vice President

Date: April 26, 2011

subscribed and sworn to before me this 26th day of April, 2011.

My Commission expires June 7, 2011



[Signature]

(Notary Public)
Kistion D. Mauzy

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

RFQ No. DEFK11029

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

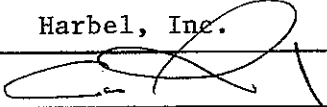
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Harbel, Inc.

Authorized Signature:  Date: April 26, 2011

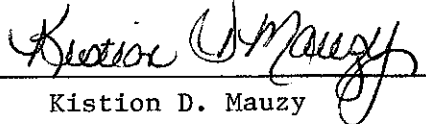
State of Maryland
Carl O. Belt, Jr.

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 26 day of April, 2011.

My Commission expires June 7, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC 
Kistion D. Mauzy

