



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
 DJS010336

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE
 W. Harley Miller Contractors, Inc
 P.O. Box 945
 Martinsburg, WV 25402

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER
 BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/13/2011				

BID OPENING DATE: 06/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		3,564,000
<p>***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 05/23/2011 AT 1:30 PM AT THE DAVIS CENTER LOCATED AT BLACKWATER FALLS ROAD, DAVIS, WV 26260. ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND THE 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: 304-342-0159 A \$250.00 DEPOSIT IS REQUIRED FOR EACH SET. *****</p>						
<p>CONSTRUCTION AND RENOVATION PROJECT</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 05/23/2011 AT 1:30 PM AT THE DAVIS CENTER LOCATED AT BLACKWATER FALLS ROAD DAVIS, WV 26260. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *James W. Dailey* James W. Dailey, TELEPHONE: 304-267-8959 DATE: 6/21/11
 TITLE: President FEIN: 55-0618361 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN 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 MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</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 06/02/2011. 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 <i>James W. Dailey</i>	TITLE President	NAME James W. Dailey	TELEPHONE 304-267-8959	DATE 6/21/11
FAX 55-0618361		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 365 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 TUCKER 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 PER THE SPECIFICATIONS.</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 BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM GLASS & 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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<p>STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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SIGNATURE *James W. Dailey II* James W. Dailey II TELEPHONE 304-267-8959 DATE 6/21/11
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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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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.

WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.

BIDDER TO COMPLETE:

CONTRACTORS NAME: W. Harley Miller Contractors, Inc.
 CONTRACTORS LICENSE NO.: WV005270

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT

APPLICABLE LAW

THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.

ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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.: ----- DJS010336 -----						
BID OPENING DATE: ----- 06/21/2011 -----						
BID OPENING TIME: ----- 1:30 PM -----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-267-3847						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						

SIGNATURE *James W Dailey* James W Dailey TELEPHONE 304-267-8959 DATE 6/21/11
 TITLE President FEIN 55-0618361 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
 DJS010336

PAGE
 11

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

RFQ COPY

TYPE NAME/ADDRESS HERE

W. Harley Miller Contractors, Inc.
 P.O. Box 945
 Martinsburg, WV 25402

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER

BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/13/2011				

BID OPENING DATE: 06/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: James W. Dailey, II						
***** THIS IS THE END OF RFQ DJS010336 *****						TOTAL: <u>3,564,000</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James W. Dailey</i>	NAME James W Dailey	TELEPHONE 304-267-8959	DATE 6/21/11
TITLE President	FEIN 55-0618361	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:
 DJS010336

PAGE:
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 TARA LYLE
 804-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

W. Harley Miller Contractors, Inc
 P.O. Box 945
 Martinsburg, WV 25402

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER

BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/25/2011				

BID OPENING DATE: 06/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. PRE-BID SIGN-IN SHEETS AND MINUTES ATTACHED.						
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. 1						
0001	1	JB		968-20		
CONSTRUCTION AND RENOVATION PROJECT						
***** THIS IS THE END OF RFQ DJS010336 ***** TOTAL:						13,564,000

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *James W Dailey* James W Dailey TELEPHONE: 304-267-8959 DATE: 6/21/11
 TITLE: President FEIN: 5500618361 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



ADDENDUM NO. 1

RE: Davis Center Renovations
West Virginia Division Of Juvenile Services
Blackwater Falls Road
Davis, West Virginia 26260
Architect's Project No. 1026

TO: Prospective Bidders

FROM: ZMM, Inc. Architects and Engineers

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

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

PRE-BID CONFERENCE ATTENDANCE LIST IS ATTACHED TO THIS ADDENDUM

PRE-BID MEETING MINUTES ARE ATTACHED TO THIS ADDENDUM

Attachments: Pre-Bid Conference Attendance List..... 3 pages
Pre-Bid Meeting Minutes..... 3 pages

DAVIS CENTER RENOVATIONS - WV DIVISION OF JUVENILE SERVICES #1026
PRE-BID MEETING SIGN-IN SHEET
MAY 23, 2011 - 1:30 PM.

PLEASE PRINT

NAME: Steve Solomon
FIRM: Solo CRANE INC
ADDRESS: 194 W Park Ave
weatons, WV 26501
PHONE: 304-296 4977 FAX: 296 4971
E-MAIL: _____

NAME: Jeremy Iross
FIRM: Herbal, Inc.
ADDRESS: 11521 Milner Ave
Cumberland, MD 21502
PHONE: 301-729-8900 FAX: 301-729-0163
E-MAIL: kmaury@thebeltgroup.com

NAME: STEVE SZABO
FIRM: ALL CONSTRUCTION INC.
ADDRESS: P.O. Box 282
Mt. Storm, WV
PHONE: 304 693-7131 FAX: 304 693-7199
E-MAIL: ALL.ESTIMATOR@FRONTIER.NET

NAME: TERRY AIKENS
FIRM: W. HARLEY MILLER CONTRACTORS
ADDRESS: 1193 HEDGESVILLE ROAD
MARTINSBURG, WV 25403
PHONE: 304-267-8959 FAX: 304-267-3847
E-MAIL: Taikens@whmcontractors.com

PLEASE PRINT

NAME: Jason Merrill
FIRM: Manheim Corporation
ADDRESS: 2025 Frontree RD
Pittsburgh, PA 15220
PHONE: 412.306.0534 FAX: 412.306.0535
E-MAIL: Jmerrill@Manheimcorp.com

NAME: Brian Heating & Cooling
FIRM: Bob AYERSMAN
ADDRESS: 13972 George Washington
Roadsburg with 2625
PHONE: 304-454-9714 FAX: 304-454-9706
E-MAIL: Bob AYERSMAN@yubio.com

NAME: James Carney, Jr. / A. Vance
FIRM: Oval Construction Management LLC
ADDRESS: PO Box 401
Charleston, WV 25322
PHONE: 304-347-8820 FAX: 304-347-8821
E-MAIL: Jcarney@ovalconstruction.com

NAME: _____
FIRM: _____
ADDRESS: _____
PHONE: _____ FAX: _____
E-MAIL: _____

DAVIS CENTER RENOVATIONS - WV DIVISION OF JUVENILE SERVICES #1026
PRE-BID MEETING SIGN-IN SHEET
MAY 23, 2011 - 1:30 PM.

PLEASE PRINT

NAME: Bud Henderson
FIRM: City Construction Co.
ADDRESS: Rt 2 Box 285
Clarksburg WVA
PHONE: 304-623-2573 FAX: 623-5179
E-MAIL: Bhenderson@WVDSL.NET

NAME: Robert Wagner
FIRM: IBEW Local 596
ADDRESS: 1001 N 12th Street
Clarksburg WV 26301
PHONE: 304 622 0151 FAX: 304 622 2099
E-MAIL: R.wagner@IBEW596.COM

NAME: JAMES E. BROWN
FIRM: B.A. BROWN & SON, INC
ADDRESS: 215 Mill St
Farmington, WV 26554
PHONE: 304.363.4500 FAX: 304.366.9456
E-MAIL: jbrown@gabrown.com

NAME: CHAD JUSTICE
FIRM: JARRETT Construction Serv.
ADDRESS: P.O. Box 5250
Charleston, WV 25361
PHONE: 304-344-9146 FAX: 304-344-1143
E-MAIL: CHAD.JUSTICE@JARRETT-CONSTRUCTION.COM

PLEASE PRINT

NAME: Dan Hill
FIRM: Danhill Construction Co
ADDRESS: P.O. Box 685
Gawley Bridge, W. Va
PHONE: 304-632-1600 FAX: 304-632-1501
E-MAIL: Rdanhill@hotmail.com

NAME: Jordan Tollock
FIRM: Rycun Construction
ADDRESS: 2525 Liberty Ave
Pittsburgh PA 15222
PHONE: 412-392-2525 FAX: 412-392-2526
E-MAIL: jtollock@rycun.com

NAME: Howard HARPER
FIRM: Triplin H Const
ADDRESS: PO Box 176
Beverly WV 26253
PHONE: 304 636 1194 FAX: 304 636 3691
E-MAIL: _____

NAME: GREGG STANWAZ
FIRM: MARCH-WESTIN
ADDRESS: 360 FRONTIER ST.
METN, WV 26505
PHONE: 304.999.4880 FAX: 304.999.7509
E-MAIL: gregg@marchwestin.com

DAVIS CENTER RENOVATIONS - WV DIVISION OF JUVENILE SERVICES #1026
PRE-BID MEETING SIGN-IN SHEET
MAY 23, 2011 - 1:30 PM.

PLEASE PRINT

NAME: PAUL NIVEN
FIRM: Lombardi Development
ADDRESS: 820 Donegal Dr. East
Follansbee WV
PHONE: 304-748-5420 FAX: 304-748-8488
E-MAIL: benwie@LombardiDevelopment.com

NAME: _____
FIRM: _____
ADDRESS: _____
PHONE: _____ FAX: _____
E-MAIL: _____

NAME: _____
FIRM: _____
ADDRESS: _____
PHONE: _____ FAX: _____
E-MAIL: _____

NAME: _____
FIRM: _____
ADDRESS: _____
PHONE: _____ FAX: _____
E-MAIL: _____

PLEASE PRINT

NAME: NEIL DIAL
FIRM: NEIGHBORGAUL CONSTRUCTION Co.
ADDRESS: 1216 7th Ave
HUNTINGTON, WV 25701
PHONE: 304-525-5181 FAX: 304-525-7795
E-MAIL: NDIAL@NEIGHBORGAUL.COM

NAME: _____
FIRM: _____
ADDRESS: _____
PHONE: _____ FAX: _____
E-MAIL: _____

NAME: _____
FIRM: _____
ADDRESS: _____
PHONE: _____ FAX: _____
E-MAIL: _____

NAME: _____
FIRM: _____
ADDRESS: _____
PHONE: _____ FAX: _____
E-MAIL: _____



Re: Pre-Bid Meeting Minutes
Davis Center Renovations
Request for Quotation #DJS10336

Date: 23 May 2011
Time: 1:30 pm
Location: Davis Center
Blackwater Falls Road
Davis, West Virginia 26260

1. OWNER/USER:
 - a. Address
West Virginia Division of Juvenile Services
1200 Quarrier Street
Charleston, WV 25301
 - b. Contacts
Mr. Jim Goddard, Director of Operations
Mr. Bruce Blackhurst, Asst. Director – Budget & Finance
Ms. Stephanie Bond, Superintendent – Kenneth Honey Rubenstein Juvenile Center
2. DESIGNER OF RECORD:
 - a. Address
ZMM Architects and Engineers
222 Lee Street West
Charleston, WV 25302
 - b. Contacts
Mr. Adam Krason, Principal
Mr. Rodney Pauley, Project Manager
3. PURCHASING:
 - a. Address
WV Department of Administration - Purchasing Division
Building 15
2019 Washington Street East
Charleston, WV 25305
 - b. Contact
Ms. Tara Lyle
Fax: (304) 558-4115
Email: tara.lyle@wv.gov

4. Work will be constructed under a single prime contractor.
5. Written questions and prebid substitutions will be accepted until 5:00 pm on Thursday, 02 June 2011. Inquiries may be sent via USPS, fax, courier or email (email preferred) to Ms. Tara Lyle at Purchasing Division.
6. In order to assure no one receives an unfair advantage, no questions will be answered orally. Direct verbal communication with the Designer of Record is not authorized.
7. Substitution requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. The burden of proof of the merit of the proposed substitution is upon the proposer.
8. All questions shall be answered and all approved substitutions requests shall be set forth in an Addendum that will be issued by Tara Lyle at Purchasing Division.
9. Signed & sealed bids will be received by the Owner until 1:30 pm on Tuesday, 21 June 2011
 WV Department of Administration – Purchasing Division
 Building 15
 2019 Washington Street East
 Charleston, WV 25305
10. Contract Duration is 365 calendar days from the NTP.
11. Liquidated Damages are \$500 for each day of delay.
12. Any solicitation for a public improvement construction contract requires the submission of a Purchasing Affidavit.
13. A Drug-Free Workplace Affidavit must be signed and submitted with the Bid. Failure to submit shall result in disqualification of Bid.
14. Prevailing Wage Rates apply to this project. The Contractor and subcontractors shall pay the U.S. Department of Labor minimum wage rates as established for Tucker County.
15. The successful Contractor is required to provide/furnish proof of the following:
 - a. Worker's Compensation coverage
 - b. Commercial General Liability Insurance
 - c. Builder's Risk Insurance in an amount equal to 100% of the Contract.
 - d. Performance Bond and Labor/Material Bond for 100% of the Contract.
 - e. 2-year Maintenance Bond covering the roof system.
 - f. Bid Bond equal to 5% of the total amount of the bid, payable to the State of WV, shall be submitted with each Bid.
16. The successful Contractor must be, or become a registered vendor with the State of WV.
17. The Contractor will have access to the site 24/7, including weekday nights and weekends.
18. Contractor is required to provide to the Project Manager, a listing of personnel, which will be gaining access to the site at the first pre-construction meeting.
19. Supervision: In accordance with Contract documents, the Contractor must maintain full-time, active superintendent on the job. Duties of the superintendent will be identified at the first pre-construction meeting.

20. Owner has hired a contractor to remove the Vocational Building and the adjacent small storage shed.
21. Currently in the site drawings it states that "others" will be demolishing the asphalt and concrete paving. There will be a future Addendum that revises this to be included in the base bid contract.
22. Owner will be hiring a contractor to provide and install the new asphalt paving, re-sealing existing asphalt paving and striping. All new concrete site paving will be by the GC.
23. Owner will be hiring a fencing contractor to provide and install fencing around the utility courtyard and security fencing around the site perimeter and outdoor recreation yards. The sally port security gates and fencing will be part of the base bid contract.
24. Designer of Record (ZMM) will have the responsibility for the observation of Contractor's quality of work. The Designer of Record will provide recommendations for actions regarding progress payments, change orders, and acceptance of work.
25. Aspects of the Contract: Please review the following:
 - a. Contract Modification Procedures – Section 01250
 - b. Payment Procedures - 01290
 - c. Project Management and Coordination (Meetings) – Section 01310
 - d. Submittal Procedures – Section 01330
 - e. Temporary Facilities and Controls – Section 01500
 - f. Substitutions - 01631
 - g. Execution Requirements - 01700
 - h. Cutting and Patching – Section 01731
 - i. Selective Demolition - 01732
 - j. Warranties – Section 01740
26. Summary of Work: A brief description of the demolition and new construction was given by ZMM along with a summary of the alternates and unit prices.

EXHIBIT 10

REQUISITION NO.: DJS010336

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. 15/25/11
- NO. 2
- NO. 3
- NO. 4
- 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.

James W. Dailey

SIGNATURE James W Dailey, II

W. Harley Miller Contractors, Inc.
COMPANY

6/21/11
DATE



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
 DJS010336

PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

W. Harley Miller Contractors, Inc
 P.O. Box 945
 Martinsburg, WV 25402

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER

BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/08/2011				

BID OPENING DATE: 06/21/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEMNUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
1. QUESTIONS AND ANSWERS ARE ATTACHED. FULL SIZE DRAWINGS ARE BEING MAILED.						
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 AND RENOVATION PROJECT						
***** THIS IS THE END OF RFQ DJS010336 ***** TOTAL:						3,564,000

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James W Dailey</i>	JAMES W DAILEY	TELEPHONE 304-267-8959	DATE 6/21/11
TITLE President	FEIN 55-0618361	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

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

INSTRUCTIONS TO BIDDERS

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ARCHITECTS & ENGINEERS

ADDENDUM NO. 2

RE: Davis Center Renovations
West Virginia Division Of Juvenile
Services

Blackwater Falls Road
Davis, West Virginia 26260
Architect's Project No. 1026

TO: Prospective Bidders

FROM: ZMM, Inc. Architects and Engineers

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

PART 1 - QUESTIONS, SUBSTITUTION REQUESTS, AND RESPONSES

- A. Substitution Request (5/24/11): SSS2 Panel for 07610 Architectural Standing Seam Metal Roofing.
1. Response: Not Approved.
- B. Substitution Request (5/31/11): Lifelite Metal Products Panel for 07610 Architectural Standing Seam Metal Roofing.
1. Response: Not Approved.

PART 2 - CLARIFICATIONS

- A. Keyed Note No. 2 on Sheet D-1, Site Demolition Plan is revised to read as follows: "Existing asphalt paving, walks, and pads to be removed, typical. (This work was originally by others but will now be part of the base bid.)"

ZMM, Inc.
222 Lee Street West • Charleston, West Virginia 25302
304.342.0159 voice • 304.346.8144 fax
zmm.com



PART 3 - CHANGES TO SPECIFICATIONS

- A. Section 03300 -- Cast In Place Concrete – Make the following revisions:
 - 1. REVISE Line 1.2.A.4 to read: "Concrete pad for water tank."
 - 2. DELETE Paragraph 1.4.l.

PART 4 - CHANGES TO DRAWINGS

- A. Reference Supplementary Drawing No. AP1-2R1 as attached to this Addendum.
- B. Reference the following Drawings as attached to this Addendum:
 - 1. AH2-1 Finish Plan – Housing (Revised)
 - 2. AH2-3 Enlarged Finish Plans – Housing (New Sheet)
 - 3. AE2-1 Finish Plan – Education (Revised)
 - 4. AE2-3 Enlarged Finish Plans – Education (New Sheet)

END OF ADDENDUM

Attachments:	Supplemental Drawing No. AP1-2R1.....	8 1/2" x 11"
	AH2-1 Finish Plan – Housing (Revised)	Full Size
	AH2-3 Enlarged Finish Plans – Housing (New Sheet)	Full Size
	AE2-1 Finish Plan – Education (Revised).....	Full Size
	AE2-3 Enlarged Finish Plans – Education (New Sheet).....	Full Size

EXHIBIT 10

REQUISITION NO.: ..DJS010336

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. 15/25/11

NO. 26/8/11

NO. 36/21/11

NO. 46/22/11

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.

James W Dailey

SIGNATURE James W Dailey, II

W. Harley Miller Contractors, Inc.

COMPANY

6/21/11

DATE



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

Quotation

DJS010336

1

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

*709051523 304-267-8959
W HARLEY MILLER CONTRACTORS IN
PO BOX 945
MARTINSBURG WV 25402

DIVISION OF JUVENILE SERVICES
DAVIS CENTER
BLACKWATER FALLS ROAD
DAVIS, WV
26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/21/2011				

BID OPENING DATE: 06/28/2011 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
1. TO MOVE THE BID OPENING DATE FROM 06/21/2011 TO 06/28/2011.						
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. 3						
0001	1	JB		968-20		
CONSTRUCTION AND RENOVATION PROJECT						
***** THIS IS THE END OF RFQ DJS010336 *****						TOTAL: 3,564,000

Post-it® Fax Note 7671 Date 6/21/11 # of pages 3

To Terry	From Tara
Co./Dept.	Co.
Phone #	Phone #
Fax # 304-267-3847	Fax #

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE James W Dailey	TELEPHONE 304-267-8959	DATE 6/21/11
TITLE President	FEIN 55-0618361	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vro/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

EXHIBIT 10

REQUISITION NO.: DJS010336

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 5/25/11

NO. 2 6/8/11

NO. 3 6/21/11

NO. 4 6/22/11

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.

James W. Dailey James W. Dailey, II
SIGNATURE

W. Harley Miller Contractors, Inc.
COMPANY

6/21/11
DATE



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

Request for Quotation

RFP NUMBER:
 DJS010336

PAGE:
 1

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 W. Harley Miller Contractors, Inc
 P.O. Box 945
 Martinsburg, WV 25402

SHIP TO

DIVISION OF JUVENILE SERVICES
 DAVIS CENTER
 BLACKWATER FALLS ROAD
 DAVIS, WV
 26260

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/22/2011				

BID OPENING DATE: 06/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 4						
1. TO ATTACH DETAILS FOR THE WATER TANK FOUNDATION. 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. 4						
0001	1	JB		968-20		
CONSTRUCTION AND RENOVATION PROJECT						
***** THIS IS THE END OF RFQ DJS010336 *****						TOTAL: <u>\$3,564,000</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James W Dailey</i>	JAMES W DAILEY	TELEPHONE 304-267-8959	DATE 6/24/11
TITLE President	FAX 55-0618361	ADDRESS CHANGES TO BE NOTED ABOVE	

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

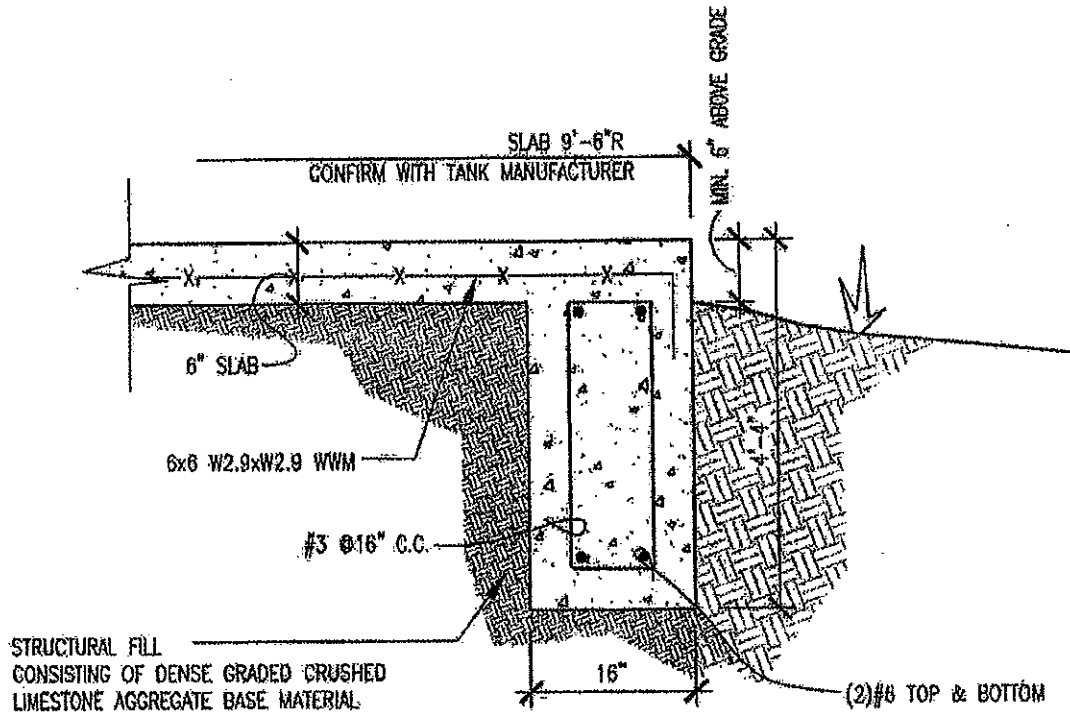
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4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
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10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
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5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



B WATER TANK PAD FOUNDATION DETAIL
 SCALE : 3/4" = 1'-0"

<p>ZMM ARCHITECTS & ENGINEERS 222 Lee Street West Charleston, West Virginia 25302 Phone: 304.543.0160 Fax: 304.543.0144</p>	<p>SUPPLEMENTAL DRAWING</p> <p><input type="checkbox"/> NEW DRAWING or DETAIL _____ on sheet _____</p> <p><input checked="" type="checkbox"/> REVISION OF DRAWING or DETAIL <u>B</u> on sheet <u>AP1-2</u></p> <p><input type="checkbox"/> CLARIFICATION OF DRAWING or DETAIL _____ on sheet _____</p>	<p>ATTACHMENT TO:</p> <p><input checked="" type="checkbox"/> ADDENDUM NO. <u>2</u></p> <p><input type="checkbox"/> CHANGE ORD. NO. _____</p> <p><input type="checkbox"/> C.C.D. NO. _____</p> <p>BY: SEH</p>
<p>COMM. NO. 1026</p>	<p>WV JUVENILE SERVICES - DAVIS CENTER DAVIS, WV</p>	<p>DWG. NO. AP1-2R1</p>

EXHIBIT 10

REQUISITION NO.: ...DJS010336

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 ..5./25/11
- NO. 2 ..6./8/11
- NO. 3 ..6./21/11
- NO. 4 ..6./22/11
- 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.

 James W. Dailey, II
 SIGNATURE

W. Harley Miller Contractors, Inc.
 COMPANY

6/24/11
 DATE

FORM OF PROPOSAL

TO THE OWNER: West Virginia Division Of Juvenile Services

PROJECT: Requisition No.: DJS010336

Davis Center Renovations
West Virginia Division Of Juvenile Services
Blackwater Falls Road
Davis, Tucker County, WV 26260

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents within the time set forth below for the sum of:

BASE
BID: Three million five hundred sixty four thousand
dollars and ^{no}/₁₀₀ \$ 3,564,000.

(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

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.)

Alternate Bid No. 1 - All Kitchen Equipment as shown on the Drawings and as specified.

ADD the sum of: Seventy five thousand dollars and ^{no}/₁₀₀
(\$ 75,000)

Alternate Bid No. 2 - All interior work on the Education Building, including but not limited to, partitions, ceilings, finishes, fire protection system and security, as shown on the Drawings and as specified.

ADD the sum of: Six hundred ninety nine thousand dollars
and ^{no}/₁₀₀ (\$ 699,000.)

Alternate Bid No. 3 - All exterior work on the Education Building, including but not limited to, brick, siding, windows, roofing and security, as shown on the Drawings and as specified.

ADD the sum of: Two hundred sixty one thousand dollars
and ^{no}/₁₀₀ (\$ 261,000.)

UNIT PRICES:

The contract sum shall be subject to the following Unit Prices for quantities which may be increased or decreased from the stated allowance. These Unit Prices include all materials, shipping, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only.


Unit Price No. 1 – Auger Cast Piles

Base Bid is to include 6 Helical Piles drilled to a depth of 15 Linear feet as shown on the Drawings and as specified. The following amount is proposed per additional linear foot of pile drilling for each Helical Pile:

ADD \$ 75.00 /LF

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 365 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 Owner.

RESPECTFULLY SUBMITTED:

SIGNATURE:  DATE: 6/21/11
Signature In Ink

NAME: James W. Dailey, II *Please Type or Print*

TITLE: President *Corporate Seal if Applicable*

FIRM NAME: W. Harley Miller Contractors, Inc.

FIRM ADDRESS: P.O. Box 945
Martinsburg, WV 25402

TELEPHONE: 304-267-8959

CONTRACTOR'S LICENSE NO.: WV005270

CONTRACTOR'S LICENSE

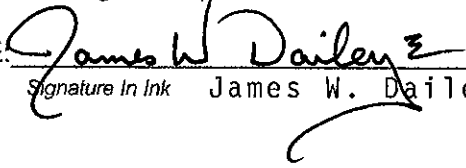
West Virginia Code 21-11-2 requires that all persons desiring to perform contractual work in West Virginia must be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Department of Labor, 1800 Washington Street, East, Charleston, West Virginia 25305. Telephone: (304) 348-7890. West Virginia Code 21-11 requires any prospective Bidder to include the contractor's license number on their Bid. The successful Bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract. Please complete and attach EXHIBIT A to bid.

ADDENDA ACKNOWLEDGEMENT

The undersigned hereby acknowledges receipt of the following Addenda and has taken the information contained therein into full consideration in the formulation of this Bid.

- Addenda No. 1 5/25/11
- No. 2 6/8/11
- No. 3 6/21/11
- No. 4 6/22/11
- No. 5 _____

Failure to acknowledge receipt of each Addendum may be cause for rejection of the Bid.

SIGNATURE:  DATE: 6/21/11
Signature In Ink James W. Dailey, II

END OF FORM OF PROPOSAL

CONTRACTOR'S LICENSE

West Virginia State Code § 21-11-2 requires that all persons desiring to perform contractual work in this State must be duly licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractors license. Application for a contractors license may be made by contacting the West Virginia Department of Labor, 1800 Washington Street, E., Charleston, WV 25305. Telephone: (304) 558-7890.

West Virginia State Code §21-11-11 requires any prospective bidder to include the contractors license number of their bid.

Bidders to Complete:

Contractor's Name W. Harley Miller Contractors, Inc.

Contractor's License No. WV005270

The successful bidder will be required to furnish a copy of their contractors license prior to issuance of a Purchase Order/Contract.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, W. Harley Miller Contractors, Inc.
of 1193 Hedgesville Road, Martinsburg, WV 25413, as Principal, and Developers Surety and Indemnity Company
of PO Box 19725, Irvine, CA, a corporation organized and existing under the laws of the State of
Iowa with its principal office in the City of Irvine, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Amount 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
Davis Center Renovations, West Virginia Division of Juvenile Services, Davis, West Virginia (DJS010336)

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
21st day of June, 2011.

Principal Corporate Seal



W. Harley Miller Contractors, Inc.

(Name of Principal)

By: James W. Dailey James W Dailey
(Must be President or
Vice President)

President

(Title)

Surety Corporate Seal

Developers Surety and Indemnity Company

(Name of Surety)

By: Donna J. Price
Donna J. Price Attorney-in-Fact
Licensed West Virginia Resident Agent

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

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

*****Andrew K. Teeter, Douglas P. Taylor, Donna J. Price, Kimberly L. Miles, jointly or severally*****

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this January 1st, 2008.

By: *Daniel Young*
Daniel Young, Vice-President

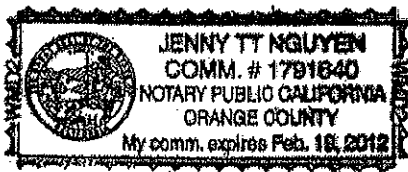
By: *Stephen T. Pate*
Stephen T. Pate, Senior Vice-President



State of California
County of Orange

On August 13th, 2008 before me, Jenny TT Nguyen, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Stephen T. Pate
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jenny TT Nguyen*
Jenny TT Nguyen, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolution of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate:

This Certificate is executed in the City of Irvine, California, this 21st day of June, 2011.

By: *Gregg Okura*
Gregg Okura, Assistant Secretary



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

STATE OF West Virginia

COUNTY OF Berkeley, TO-WIT:

I, James W. Dailey, II, after being first duly sworn, depose and state as follows:

- 1. I am an employee of W. Harley Miller Contractors, Inc.
(Company Name)
- 2. I do hereby attest that W. Harley Miller Contractors, 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**.

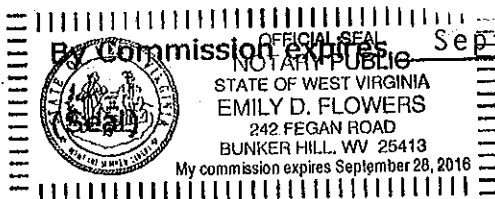
The above statements are sworn to under the penalty of perjury.

W. Harley Miller Contractors, Inc.
(Company Name)

By: James W. Dailey, II
Title: President

Date: 6/21/11

Taken, subscribed and sworn to before me this 21 day of June, 2011.



Emily D. Flowers
(Notary Public)

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



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

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

W. Harley Miller Contractors, Inc. (Company Name)

By: James W. Dailey, II James W. Dailey, II
Title: President

Date: 6/21/11

Taken, subscribed and sworn to before me this 21 day of June, 2011.

By Commission expires September 28, 2016



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
EMILY D. FLOWERS
242 FEGAN ROAD
BUNKER HILL, WV 25413

Emily D. Flowers (Notary Public)

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RFQ No. DJS010336

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: W. Harley Miller Contractors, INC.

Authorized Signature: *James W Dail* James W Dail Date: II 6/21/11

State of West Virginia

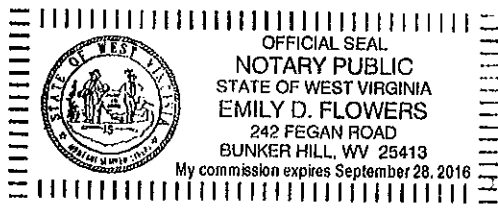
County of Berkeley, to-wit:

Taken, subscribed, and sworn to before me this 21 day of June, 2011.

My Commission expires September 28, 2016

AFFIX SEAL HERE

NOTARY PUBLIC *Emily D Flowers*



STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

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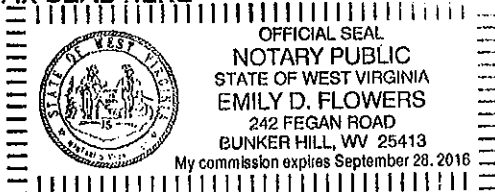
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WITNESS THE FOLLOWING SIGNATUREVendor's Name: W. Harley Miller Contractors, Inc.Authorized Signature: James W. Dailey James W. Dailey Date: 6/21/11State of West VirginiaCounty of Berkeley, to-wit:Taken, subscribed, and sworn to before me this 21 day of June, 2011.My Commission expires September 28, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Emily D. Flowers