



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  
 GSD106447

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 KRISTA FERRELL  
 304-558-2596

**VENDOR**  
 \*321135136 304-925-3190  
 MAYNARD C SMITH CONSTRUCTION C  
 3410 CHESTERFIELD AVENUE  
 CHARLESTON WV 25304

**SHIP TO**  
 DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS  
 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/16/2010				

BID OPENING DATE: 07/29/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
<p>CONSTRUCTION OF NEW OFFICE BUILDING, LOGAN, WV</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE ALL LABOR AND MATERIALS FOR THE CONSTRUCTION OF A NEW OFFICE BUILDING IN LOGAN, WEST VIRGINIA.</p> <p>PROJECT MANUAL AND DRAWINGS MAY BE OBTAINED BY CONTACTING:</p> <p>MCKINLEY &amp; ASSOCIATES, INC.          THE MAXWELL CENTRE, SUITE 100          32-TWENTIETH STREET          WHEELING, WV 26003          PHONE: 304-233-0140          FAX: 304-233-4613</p> <p>SET: \$350.00 DEPOSIT</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON JUNE 30, 2010 AT 10:00 AM ON THE PROJECT SITE LOCATED AT 130 STRATTON STREET IN LOGAN, WV. A WALK THROUGH WILL FOLLOW. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY</p>						

**RECEIVED**  
 JUN 18 2010  
 MAYNARD C. SMITH  
 CONSTRUCTION COMPANY, INC.

**RECEIVED**  
 2010 AUG -5 PM 1:21  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 304-925-3190	DATE 07/29/10	
TITLE President	FEIN 55-0739233	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](http://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>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>ALL TECHNICAL QUESTIONS AND REQUESTS FOR SUBSTITUTION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION. QUESTIONS MAY BE SUBMITTED VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. SUBSTITUTION REQUESTS MUST BE SUBMITTED IN ACCORDANCE WITH SECTION 00100-INSTRUCTIONS TO BIDDERS SUBSECTION 1.08 OF THE PROJECT MANUAL. DEADLINE FOR ALL TECHNICAL QUESTIONS AND SUBSTITUTION REQUESTS IS JULY 7, 2010 AT THE</p>						

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<p>CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS AND/OR SUBSTITUTION REQUESTS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>PLEASE NOTE THAT THE PURCHASING DIVISION BUYER LISTED IN THIS RFQ IS THE SOLE POINT OF CONTACT DURING THE SOLICITATION, EVALUATION, AND AWARD PROCESS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 450 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</p>						

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<p>THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LOGAN 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> <p>( ) 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</p>						

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				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.  (XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.  REV. 11/00  EXHIBIT 7  DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS  IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU 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		

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<p>PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>[Signature]</i> ..... SIGNATURE            John Strickland, President            Maynard C. Smith Construction Company, Inc. .... COMPANY            ..... 07/29/2010 ..... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p>						

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <u>Maynard C. Smith Construction Company, Inc.</u></p> <p>CONTRACTORS LICENSE NO. : <u>WV000011</u>.....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<b>John Strickland</b>	TELEPHONE	<b>304-925-3190</b>	DATE	<b>07/29/10</b>
TITLE	<b>President</b>	FEIN	<b>55-0739233</b>	<b>ADDRESS CHANGES TO BE NOTED ABOVE</b>	

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



## **Section 00100 – Instructions to Bidders**

In the event that any information contained in this (or any other) Section of the Project Manual is in conflict with West Virginia State Law and/or Purchasing Division rules, policies, and procedures, the State's law, rules, policies and procedures prevail.

### **1.01 Summary**

- A. The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide State of West Virginia Office Building located in Logan, West Virginia. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Bidders shall carefully review all documents.
- B. Project Description
- a. The project consists of a new five story 53,202SF office building for the State of West Virginia. The building is striving for LEED Silver certification.
  - b. Foundation is auger cast piles and grade beams with a slab on grade. Braced frame steel structure with precast concrete walls. The exterior finish is thin brick, architectural concrete, and granite. The first floor is glazed with aluminum curtain walls the upper floors are aluminum windows. The roof is an adhered EPDM membrane. The building is insulated with closed cell polyurethane foam insulation and protected from fire by spray on fire proofing and an automatic fire protection system.
  - c. The interior finishes include, gyp. bd. walls, acoustical tile ceilings and decorative FRP wainscot. The floors are ceramic tile, carpet and rubber tile.
  - d. The building is equipped with a daylighting system including daylight louvers, and automated lighting controls. The HVAC is a VAV system with an air handler on each floor with modular boilers and a chiller in the mechanical penthouse.
  - e. The site includes a colored concrete plaza with brick inserts and a secure courtyard enclosed by a sliding security fence.

Contract Period: All work shall be substantially complete within 450 calendar days of the issuance of the Notice to Proceed. Final Completion shall be achieved within forty-five (45) calendar days, thereafter. Failure to complete work will result in liquidated damages of \$750.00 per calendar day.

- C. All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Buyer Supervisor  
Purchasing Division  
P. O. Box 50130  
Charleston, West Virginia 25305-0130  
Phone: (304)558-2596  
Fax: (304) 558-4115  
[Krista.S.Ferrell@wv.gov](mailto:Krista.S.Ferrell@wv.gov)

### 1.02 Pre-Bid Meeting

- A. A mandatory pre-bid conference will be held on June 30, 2010, at 10:00 am. Contractors attending the meeting shall assemble at the Project Site. A walk-through of project specific areas will be part of the meeting. See Purchasing Division Request for Quotations for additional information.
- B. Project Address: 130 Stratton St.  
Logan, WV 25601

### 1.03 Definitions

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Request for Quotations and Standard Terms and Conditions issued by the Purchasing Division for this project, Instructions to Bidders, the Bid Form and other sample bidding and contract forms. The proposed Contract Documents consist of the Bidding Documents, the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Special, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.
- B. Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201-2007, as amended by the State of West Virginia Supplementary Conditions to AIA Document A201-2007, or in other Contract Documents are applicable to the Bidding Documents.
- C. Addenda are written or graphic instruments issued by the Purchasing Division prior to execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.
- D. A Bid is a complete and properly executed quotation to do the work for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- E. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- F. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents is accepted.
- G. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents. Unit prices shall be used solely for the formulation of any change orders subsequently requested for the awarded contract.
- H. A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.
- I. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

#### 1.04 Bidding Documents

- A. Bidders may obtain only complete sets of the plans and specifications of the Bidding Documents at the offices of the Architect/Engineer, McKinley and Associates, Inc. at the addresses noted below for the sum of \$350.00 per set. The deposit will be automatically refunded to the selected contractor and any subcontractors on the work, and to all document holders if the drawings and specifications are returned in good condition within 10 days following receipt of bids.
- B. Plans and specifications for the Bidding Documents will not be issued directly to Sub-bidders or others. All interested parties may refer to documents on file at a location as identified below.
- C. Bidders shall use complete sets of Bidding Documents in preparing Bids: neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- D. The Owner and Architect make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.
- E. Plans and Specifications may be examined at the following locations

McKinley and Associates, Inc.  
The Maxwell Centre, Suite 100  
32 – Twentieth Street, Suite 100  
Wheeling, WV 26003  
Phone: 304-233-0140  
Fax: 304-233-4613

McKinley and Associates, Inc.  
1116 Smith Street, Suite 406  
Charleston, WV 25301  
Phone: 304-340-4267  
Fax: 304-340-4269

McGraw-Hill Construction / Dodge  
1502 West Virginia Avenue  
Dunbar, West Virginia 25064  
Phone: 304-982-5458  
Fax: 304-982-5459

Contractors Association of West Virginia  
2114 Kanawha Boulevard East  
Charleston, West Virginia 25311  
Phone: 304-342-1166  
Fax: 304-342-1074

Construction Employers Association NCWV  
2794 White Hall Blvd  
White Hall, WV 26554  
Phone: 304-367-1290  
Fax: 304-367-0126

Parkersburg Marietta Contractors Association  
4424 Emerson Avenue  
Parkersburg, WV 26104  
Phone: 304-485-6485  
Fax: 304-428-7622

Dodge Reports  
600 Waterfront Drive, Suite 200  
Pittsburgh, PA 15222  
Phone: 412-330-2205  
Fax: 412-231-6662

Ohio Valley Construction Employers Council  
21 Armory Drive  
Wheeling, WV 26003  
Phone: 304-242-0520  
Fax: 304-242-7261

Pittsburgh Builders Exchange  
1813 Franklin Street  
Pittsburgh, PA 15233  
Phone: 412-922-4200  
Fax: 412-928-9406

**1.05 Addenda:**

- A. Addenda will be transmitted by the Purchasing Division to all who attend the mandatory Pre-Bid Conference. Copies of Addenda may be made available where Bidding Documents are on file for inspection.
- B. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid. If the Bidder fails to acknowledge receipt of each Addendum, then the Bid may be rejected.
- C. Addenda will not be available to Subcontractors thru the Architect's Office. Subcontractors should check the West Virginia State Purchasing Bulletin thru their web site or General Contractor.

**1.06 Bidder's Representations**

- A. By submitting a Bid, the Bidder represents that:
  - 1. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the Bidding Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
  - 2. The Bidder has visited the site, and is fully acquainted with all conditions which will affect the performance of the Contract including provisions for delivery, rigging, storage and other requirements. The contractors bid shall be presumed to be based upon such examination.
  - 3. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

4. The Bidder and all workers, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the Bidding Documents.
5. The Bid is based solely upon the Bidding Documents, including properly issued written addenda, and not upon any other written representation.
6. Neither the Bidder nor any of the Bidder's employees, agents, intended suppliers or subcontractors have relied upon any verbal representatives from the Owner, or the Owner's employees or agents including architects, engineers or consultants, in assembling the Bid figure.

#### **1.07 Bidding Procedures**

- A. The Owner invites the bids as stipulated in the bidding documents and as prescribed in the bid forms. No alternate proposals except those stated on the bid forms will be accepted. Conditional bids will not be accepted.
- B. Bids shall be submitted on forms, identical to the form included with the Bidding Documents.
- C. All information on the bid form should be legibly filled in by typewriter or manually in ink. The State's Request for Quotation shall also be completed and signed in a similar manner.
- D. Where so indicated on the bid form, sums should be expressed in both words and figures. In case of discrepancy between the two, the amount written words shall govern.
- E. All erasures, interlineations, alterations and other physical changes in the bid form should be signed or initialed by the bidder. Bids containing any conditions, commissions, erasures, alterations or items not called for in the Bid Form, or irregularities of any kind may be rejected by the Owner as being incomplete or irregular.
- F. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".

#### **1.08 Substitutions (Prior to Bidding)**

- A. All references in the Project Manual and Drawings to brand or manufacturer specific items are included only to establish a quality level for materials, products or equipment provided to fulfill the Contract, and thus should be considered to be followed by the words, "or equal".
- B. Requests to approve substitutions or additions to any listed brand or manufacturer specific items shall be submitted by the date for receipt of technical questions in the Request for Quotation, in a written format.
- C. Submission of requests to approve substitutions or additions shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors, or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when submitted accompanied by manufacturer's product data information. It is strongly preferred this data is manufacturer's original information, though copies may be accepted if clear and legible. Burden of proof of merit of requested substitutions' meeting the requirement of the specifications is upon the submitter.



- D. Approval of requests for substitution or addition will be set forth by Addenda issued in accordance with these Instructions to Bidders. All items allowed by Addenda are subject to the full provisions of the original Bidding Documents, including all modifications thereto and shall be warranted as substitutions conforming to the Bidding Documents.

#### **1.09 Submission of Bids**

- A. Follow all directions for submission of bids as detailed in the Purchasing Division "Request for Quotations."

#### **1.10 Modification or Withdrawal of Bids**

- A. Any alteration or withdrawal of bids must be in accordance with WV Code 5A-3-11 (c) and West Virginia Code of Rules 148 CSR 1 Section 6.2.6-6.2.8.

#### **1.11 List of Proposed Subcontractor and Equipment/Material Suppliers**

- A. The Successful Bidder shall submit a listing of all subcontractors and all major equipment/material suppliers (along with the contractor's license number for each subcontractor as required by the "West Virginia Contractor Licensing Act") proposed for each major branch of work, to the Owner within ten (10) business days of award of the Contract. Only one subcontractor or equipment/material supplier may be listed for each area of work.
- B. In addition, the successful bidder, thereafter known as the Contractor, maybe requested within thirty (30) calendar days after award of contract to furnish to the Owner or Architect a more detailed and complete list of the materials and equipment, together with the product manufacturer's name and catalog number and catalog cut or illustration thereof.
- C. Each Bidder shall establish the reliability and responsibility of all proposed subcontractors and equipment/material suppliers being proposed, to perform the work, and verify availability of proposed subcontractors.
- D. Should it develop that any of the equipment or materials named do not meet the requirements and intent of the Contract Documents, the Bidder shall be required to furnish to the Owner other materials or equipment acceptable and fully complying with the specifications at no change in contract price. Preliminary review and acceptance of the listing provided shall not relieve the Contractor from furnishing equipment and materials in complete accordance with the specifications.

#### **1.12 Qualification Statement**

- A. The qualified Contractor shall have at least three (3) years experience performing such work on projects of a similar size and type. **All bidders** should include at least three (3) references indicating their capabilities to perform such work. References shall include the name, location, ownership, and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work completed by the Contractor.

### 1.13 Bonds

- A. **Each Bid shall be accompanied** by a bid security in the form and amount required by and stated in the Request for Quotations. Sample Bid Bond forms are included in the Bidding Documents.
- B. The Bidder to whom any contract is to be awarded shall pay for, execute and deliver to the Purchasing Division, **prior to award of contract**, a corporate surety Performance and Labor and Material Payment Bond on the State of West Virginia bond forms bound herein, and a two year roofing maintenance bond for the full value of the roofing system to be executed by an A.M. Best, A- or better rated surety company listed on the most current Federal Register, Circular 570, and which is authorized to do business in the State of West Virginia, in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising thereunder. Sample of forms provided in the Bidding Documents.
- B. Failure or refusal of the successful Bidder to deliver the required Performance and Labor and Material Payment bond and all other Contract Documents, properly executed, within the timeframe established by the Purchasing Division from the notification of intent to award the contract may result in disqualification of their bid.

### 1.14 Contract Time and Liquidated Damages

- A. The successful Bidder, as a condition of the Contract, agrees that all Work is to be Substantially Complete within the Contract Time stated in these Instructions to Bidders or Request for Quotations.
- B. The Owner will suffer financial loss if the work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner the amount of liquidated damages stated in these Instructions to Bidders and/or Request for Quotations, not as a penalty, but as liquidated damages. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes and other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

### 1.15 Contractor's Licensing

- A. West Virginia Code §21-11-2 requires that all persons desiring to perform contracting work in the State of West Virginia must be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Application for a contractor's license may be made by contacting the West Virginia Division of Labor.
- B. **West Virginia Code §21-11-11 requires any prospective Bidder to include the Bidder's contractor's license number on their Bid.**
- C. The successful Bidder will be required to furnish a copy of their contractor's license prior to issuance of a Purchase Order/Contract.

- D. Each Subcontractor shall register with WV Tax Department (304) 558-2500, WV Employment Security (304) 558-2524, WV Workers Compensation (304) 558-2580, Secretary of State (304) 558-4000 and WV Division of Labor (304) 558-7890. All companies must be registered with each of these agencies before their Contractors License to work in West Virginia can be issued.
- E. For further information regarding Contractors Licensing contact: West Virginia Division of Labor, Capital Complex, Building 3, Room 319, Charleston, West Virginia 25305; Phone (304) 558-7890.

#### 1.16 Wage Rates

- A. The successful Bidder and all Subcontractors shall pay the higher of the U.S. Department of Labor minimum wage rates or the West Virginia Department of Labor wage rates as established for the County in which the Project is located pursuant to West Virginia Code §21-5-1 et.seq. Applicable prevailing wage rates are included in the bid documents.
- B. Copies of wage rates are included in the bid package as determined by the WV Department of Labor for the resident county of the Project. Additional information may be obtained at: [www.wvsos.com/adiaw/wagerates/buildings03.htm](http://www.wvsos.com/adiaw/wagerates/buildings03.htm) or contact the office of the WV Secretary of State (304) 558-6000.
- C. Bidders are reminded that subject to the provisions of Chapter 21-5A of the West Virginia Code, a legible statement of all fair minimum wage rates to be paid the various classes of workers employed, shall be posted in a prominent place at the project site by each Contractor and Subcontractor.

#### 1.17 Vendor Registration

- A. The successful Bidder must be a registered vendor with the West Virginia Department of Administration Purchasing Division, prior to issuance of a purchase order. For assistance with Vendor Registration, contact the State Purchasing Division at (304)558-2311.

#### 1.18 Notice to Proceed

- A. Any work performed or any materials contracted for prior to receipt of the Owner's written Notice to Proceed and /or Purchase Order shall be at the Bidder's risk.

#### 1.19 Award of Contract

- A. The Bidder will note that Bids consist of the Base Bid and may also include several related add or deduct Alternate items, all comprising items that will form the contract as a whole. The Owner may award the contract on the basis of the Base Bid alone, or if and when conditions warrant, accept such alternates appearing on the proposal, thereby reducing or increasing the amount of the Base Bid to form the Contract amount.
- B. The Contract shall be deemed as having been awarded only upon execution of the approved, signed purchase order by the State Purchasing Division.

**1.20 Form of Agreement between Owner and Contractor**

- A. The Agreement for the Work shall be written on AIA Document A101 – 2007, Standard Form of Agreement between Owner and Contractor (where the basis of payment is a Stipulated Sum) including the General Terms and Conditions provided in the A201-2007 General Conditions of the Contract for Construction and the 'State of West Virginia Supplementary Conditions to the AIA Document A201-2007 General Conditions of the Contract for Construction'.

**END OF DOCUMENT 00100**

## SECTION 012100 - ALLOWANCES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
  - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
  - 1. Lump-sum allowances.
  - 2. Unit-cost allowances.
  - 3. Testing and inspecting allowances.
- C. Related Sections:
  - 1. Division 01 Section "Unit Prices" for procedures for using unit prices.
  - 2. Division 01 Section "Quality Requirements" for procedures governing the use of allowances for testing and inspecting.
  - 3. Divisions 02 through 49 Sections for items of Work covered by allowances.

## 1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

## 1.4 SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

## ALLOWANCES

- B. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- C. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- D. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

#### 1.5 COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

#### 1.6 LUMP-SUM ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
  - 1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

#### 1.7 UNIT-COST AND QUANTITY ALLOWANCES

- A. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight, and delivery to Project site.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. Unused Materials: Return unused materials purchased under an allowance to the Owner, after installation has been completed and accepted.
  - 1. Prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

## 1.8 TESTING AND INSPECTING ALLOWANCES

- A. Testing, inspecting allowances include the actual cost of engaging testing agencies, providing tests and inspections, and reporting results for soils, foundations, site produced products and construction, verification and testing of off-site fabrications when requested by Owner or Architect and other applicable field quality control testing as outlined in Sections 02 through 49. Tests normally provided as part of a manufacturer's quality assurance or product documentation are not included in this allowance. Contractor's costs for coordination, overhead and profit, and similar costs for tests ordered by Owner or Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

Testing costs shall be actual costs incurred. Contractor shall provide invoices documenting the testing costs incurred and shall summarize the remaining balance in the allowance in conjunction with regular pay requests.

- B. The allowance does not include incidental labor required to assist the testing agency or commissioning agent, or costs for retesting if previous tests and inspections result in failure. The cost for incidental labor to assist the testing agency or commissioning agent shall be included in the Contract Sum.
- C. Costs of testing services not required by the Contract Documents are not included in the allowance.
- D. At Project closeout, credit unused amounts remaining in the testing and inspecting allowance to Owner by Change Order.
- E. Costs of services required for documentation or verification of LEED Points are not included in the allowance. The cost for documentation or verification of LEED Points shall be included in the Contract Sum.

## 1.9 ADJUSTMENT OF ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in purchase amount only where indicated as part of the allowance.
  2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
  4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.
- C. Unused Allowances: Any allowance that remains unused for the intended purpose shall be returned to the owner to be used to offset change orders to the contract amount.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

### 3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Quantity Allowance: Provide 2000 cu. yd. of unsatisfactory soil excavation and disposal off-site and replacement with satisfactory soil material from off-site, as specified in Division 31 Section "Earth Moving"
1. Coordinate quantity allowance adjustment with unit price requirements of Division 01 Section "Unit Prices."
- B. Allowance No. 2: Quantity Allowance: Provide 1000 cu. yd. of rock removal and replacement with satisfactory soil material, as specified in Division 31 Section "Earth Moving."
1. Coordinate quantity allowance adjustment with unit price requirements of Division 01 Section "Unit Prices."
- C. Allowance No. 3: Lump-Sum Allowance: Provide the sum of \$12,000 for a Stained Glass art piece for the main lobby.
1. This allowance includes the design, material and fabrication costs of the artwork. Contractor costs for coordination, receiving, handling, installation and overhead and profit shall be included as part of the Contract Sum and not part of the allowance.

## ALLOWANCES



- D. Allowance No. 4: Testing and Inspection Allowance: Provide the sum of \$75,000 for on-site testing and inspections to be provided for the Owner as specified in Divisions 02 through 49.

END OF SECTION 012100

### Proposal Form

State of West Virginia – General Services Division  
West Virginia State Office Building  
Logan, West Virginia

Project No. GSD 106447

Name of Bidder: Maynard C. Smith Construction Company, Inc.

The undersigned, hereinafter called 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 for the sum of:

Base Bid:

Eleven million four hundred sixty thousand and <sup>00</sup>/<sub>100</sub> —  
Dollars (\$11,460,000.00)

(Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

#### Alternates:

Alternate No. 1:

Deduct Streetscape and Cole Street Plaza

~~(Add)~~ Deduct) \$ 225,000.00

#### Unit Prices:

Unit Price No. 1:

Removal of unsatisfactory soil and replacement with satisfactory soil material.

\$ 31.00 per (Cu. Yd.)

Unit Price No. 2:

Rock excavation and replacement with satisfactory soil material.

\$ 41.00 per (Cu. Yd.)

Unit Price No. 3:

Linear foot of Auger Cast Piles:

\$ 6.50 per (Lineal Ft.)

Unit Price No. 4:

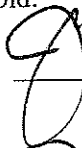
Replace Salvaged Brick with new Brick:

\$ 8.50 per (Brick)


Note: Unit Prices shall be used solely for the formulation of any Change Orders requested subsequent to the award of the Contract. They shall not be calculated into the Base Bid in any manner when determining award of the Contract.

**Allowance Acknowledgment:** I have provided the following allowances in my bid:


Allowance No. 1: Quantity Allowance: Provide 2000 cu. yd. of unsatisfactory soil excavation, disposal and replacement with satisfactory soil material.

 Bidders Initials


Allowance No. 2: Quantity Allowance: Provide 1000 cu. yd. of rock removal and replacement with satisfactory soil material

 Bidders Initials

Allowance No. 3: Lump-Sum Allowance: Provide the sum of \$12,000 for a Stained Glass art piece for the main lobby.

 Bidders Initials

Allowance No. 4: Testing and Inspection Allowance: Provide the sum of \$75,000 for testing and inspections to be provided for the Owner

 Bidders Initials

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within the specified time period following receipt of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount specified in the Contract Documents.

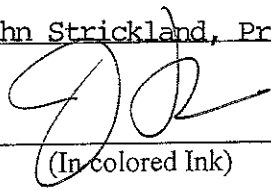
No work shall be performed prior to receipt of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the receipt of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

**Signature of Bidder:**

Name of Firm: Maynard C. Smith Construction Company, Inc.  
Address: P.O. Box 11888, Charleston, WV 25339-1888  
3410 Chesterfield Avenue  
City/ State/ Zip Charleston, WV 25304  
Phone No. (304) 925-3190  
Fax No. (304) 925-3228

By: John Strickland, President

Signature:

  
(In colored Ink)

Signed and Sealed this 29th day of July, 20 10

**Addenda:**

The undersigned acknowledges receipt of the following Addenda covering revisions to the Drawings, Specification and Bidding Documents. The cost, if any, of such revisions is included in the prices quoted.

Addendum No. 1, Dated 07/12/2010  
Addendum No. 2, Dated 07/20/2010  
Addendum No. 3, Dated 07/29/2010  
Addendum No. 4, Dated 07/30/2010  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

**Contractor's License:**

West Virginia Contractor's License No. WV000011

References:

Reference No 1:

Reference Name: Karen Seim  
Position: Directors of Facilities Development  
Address: 3410 Staunton Avenue, S.E., Charleston, WV 25304  
Telephone Number: 304-388-9740  
Project Name & Owner: Robert C. Byrd Clinical Teaching Center - Charleston Area Medical Center - Owner  
Project Location: Memorial Hospital, 3200 MacCorkle Avenue, S.E., Charleston, WV 25304  
Project Description: Medical Office Building

Reference No 2:

Reference Name: Cindy Barnette  
Position: Senior Vice President of Law and Construction  
Address: 4605 MacCorkle Avenue, S.W., South Charleston, WV 25309  
Telephone Number: 304-766-3600  
Project Name & Owner: Various Medical Offices - Thomas Memorial Hospital - Owner  
Project Location: 4605 MacCorkle Avenue, S.W., South Charleston, WV 25309  
Project Description: Medical Office Space

Reference No 3:

Reference Name: Don Sangid  
Position: Facilities Manager  
Address: 201 Brooks Street, Charleston, WV 25301  
Telephone Number: 304-340-0325  
Project Name & Owner: Parking Garage and Office Building - WV Public Service Commission - Owner  
Project Location: 201 Brooks Street and Quarrier Street (Office Building Space)  
Project Description: Parking Garage and Office Building



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
GSD106447

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
KRISTA FERRELL
304-558-2596

\*321135136 304-925-3190  
MAYNARD C SMITH CONSTRUCTION C  
3410 CHESTERFIELD AVENUE  
  
CHARLESTON WV 25304

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
JOBSITE  
SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/30/2010				

BID OPENING DATE:	08/05/2010	BID OPENING TIME	01:30PM
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
<p>ADDENDUM NO. 4</p> <p>THIS ADDENDUM IS ISSUED TO CLARIFY THE RESPONSE TO QUESTION NUMBER 2 ON PAGE 6 OF ADDENDUM NO. 2.</p> <p>PLEASE SEE ATTACHED</p> <p>***** END ADDENDUM NO. 4 *****</p> <p>CONSTRUCTION OF NEW OFFICE BUILDING, LOGAN, WV</p>						
<p>***** THIS IS THE END OF RFQ GSD106447 ***** TOTAL:</p>						

**RECEIVED**  
 AUG - 2 2010  
 MAYNARD C. SMITH  
 CONSTRUCTION COMPANY, INC.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	John Strickland	TELEPHONE	304-925-3190
TITLE	President	DATE	08/05/10
FEN	55-0739233	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](http://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).

**RFQ GSD106447****Clarification and Response from the West Virginia State Tax Department to Question # 2  
of the Questions and Answers for Addendum No. 2 (Page 6).**

**Question #2:** Item 8 of the General Terms & Conditions of the Request for Quotation indicates the State is exempt from state taxes. Does this include the 6% WV State Sales Tax?

**Tax Department Response:** Upon perusal of the information provided, the Tax Department is of the opinion that the activity in issue is contracting.

Please be advised that there is a statutory distinction between a vendor and a contractor. Because we are of the opinion that the activities are contracting in nature, please be advised that the contractor is required to pay sales tax on all purchases of tangible personal property and taxable services that are used or consumed in the contracting activity. There is no purchase for resale exemption available. Additionally, West Virginia Code 11-15-8d prohibits a contractor from using an exemption that may otherwise be available to the purchaser of the contracting service. Therefore, as there is no exemption available, and as I indicated previously, the contractor is required to pay sales tax on all purchases of tangible personal property and taxable services that are used or consumed in the contracting activity.





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

WV PURCHASING DIVN.

Fax 304-558-3970

Jul 29 2010 11:14am P001/001

**Request for  
 Quotation**

RFQ NUMBER:  
 GSD106447

PAGE:  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 KRISTA FERRELL  
 304-558-2596

VENDOR

\*321135136 304-925-3190  
 MAYNARD C SMITH CONSTRUCTION C  
 3410 CHESTERFIELD AVENUE  
 CHARLESTON WV 25304

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
07/29/2010				

BID OPENING DATE: 08/05/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.03		
				THIS ADDENDUM IS ISSUED TO EXEND THE BID OPENING DATE.		
				BID OPENING DATE IS EXTENDED TO: 08/05/2010		
				BID OPRNING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 3 *****		
0001	1	LS		968-20		
				CONSTRUCTION OF NEW OFFICE BUILDING, LOGAN, WV		
				***** THIS IS THE END OF RFQ GSD106447 ***** TOTAL:		

**RECEIVED**  
 JUL 29 2010  
 MAYNARD C. SMITH  
 CONSTRUCTION COMPANY, INC.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE	John Strickland	TELEPHONE	304-925-3190	DATE	08/05/2010
TITLE	President	FEIN	55-0739233	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

WV PURCHASING DIVN.

Fax 304-558-3970

Jul 20 2010 01:01pm P001/002

**Request for Quotation**

RFQ NUMBER  
**GSD106447**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

PROPERTY

\*321135136 304-925-3190  
 MAYNARD C SMITH CONSTRUCTION C  
 3410 CHESTERFIELD AVENUE  
 CHARLESTON WV 25304

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS

304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/20/2010				

BID OPENING DATE: 07/29/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO ADD THE FOLLOWING:		
				1.) GSD106447 ADDENDUM NO. 2 DOCUMENTS, 4 PAGES.		
				2.) GSD106447 QUESTIONS AND ANSWERS, 13 PAGES.		
				3.) 15 CONSTRUCTION DRAWINGS.		
				***** END OF ADDENDUM NO. 2 *****		
0001	1	LS		968-20		
				CONSTRUCTION OF NEW OFFICE BUILDING, LOGAN, WV		
				***** THIS IS THE END OF RFQ GSD106447 ***** TOTAL:		

JUL 20 2010  
 MAYNARD C. SMITH  
 CONSTRUCTION COMPANY, INC.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE John Strickland TELEPHONE 304-925-3190 DATE 07/29/10

TITLE President FEIN 55-0739233 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  
**GSD106447**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**KRISTA FERRELL  
 304-558-2596**

VENDOR

\*321135136 304-925-3190  
**MAYNARD C SMITH CONSTRUCTION C  
 3410 CHESTERFIELD AVENUE  
 CHARLESTON WV 25304**

S.P.O.

**DEPARTMENT OF ADMINISTRATION  
 GENERAL SERVICES DIVISION  
 JOBSITE  
 SEE SPECIFICATIONS**

**304-558-2317**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/12/2010				

BID OPENING DATE: **07/29/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	PAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>ADDENDUM NO. 1</b>		
				<b>THIS ADDENDUM IS ISSUED TO:</b>		
				<b>1.) CLARIFY THE NOTICE TO PROCEED. CONTRACT SHALL BE COMPLETE WITHIN 495 DAYS FROM THE NOTICE TO PROCEED AND</b>		
				<b>2.) TO PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE SIGN IN SHEET.</b>		
				<b>DUE TO THE VOLUME OF TECHNICAL QUESTIONS SUBMITTED, A SEPARATE, SUBSEQUENT ADDENDUM WILL BE ISSUED TO ANSWER ALL TECHNICAL QUESTIONS RECEIVED IN ACCORDANCE WITH THE PROVISIONS OF GSD106447.</b>		
				<b>***** END ADDENDUM NO. 1 *****</b>		
<b>0001</b>	<b>1</b>	<b>LS</b>		<b>968-20</b>		
				<b>CONSTRUCTION OF NEW OFFICE BUILDING, LOGAN, WV</b>		
				<b>***** THIS IS THE END OF RFQ GSD106447 ***** TOTAL:</b>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	John Strickland	TELEPHONE	304-925-3190
TITLE	President	DATE	07/29/10
FEIN	55-0739233	ADDRESS CHANGES TO BE NOTED ABOVE	

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

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

**Number:**

WV000011

**Classification:**

GENERAL BUILDING

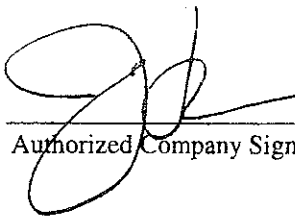
MAYNARD C SMITH CONSTRUCTION CO INC  
DBA MAYNARD C SMITH CONSTRUCTION CO INC  
3410 CHESTERFIELD AVE  
CHARLESTON, WV 25304-2648

**Date Issued**

JANUARY 20, 2010

**Expiration Date**

JANUARY 20, 2011



---

Authorized Company Signature



---

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.

**BID BOND**

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

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

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

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

Surety Corporate Seal

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

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

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

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, Maynard C. Smith Construction Company Inc.  
of Charleston, WV, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, OH, a corporation organized and existing under the laws of the State of  
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
New Construction of WV State Office Building Logan WV GSD106447 - According to Plans and Specifications

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

29th day of July, 2010

Principal Corporate Seal

Maynard C. Smith Construction Company Inc.  
(Name of Principal)

By [Signature]  
(Must be President or  
Vice President)

John Strickland President  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)

By [Signature]  
Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER AND ISSUED PRIOR TO 06/25/08, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752152-06

General Power of Attorney

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint LARRY D. KERR, GREGORY T. GORDON, STEPHEN B. STODDEN, PATRICIA A. MOYE, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 25th day of JUNE A.D., 2008.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

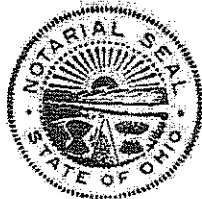
Signature of Richard L. Kinnaird, Jr.

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

State of Ohio County of Medina ss.:

On this 25th day of JUNE A.D., 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



Signature of William J. Kahelin

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

State of Ohio County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of July A.D., 2010.



Signature of Frank A. Carrino, Secretary





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

STATE OF West Virginia

COUNTY OF Kanawha, TO-WIT:

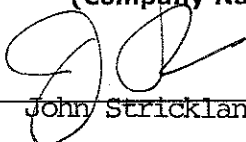
I, John Strickland, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Maynard C. Smith Construction Co., Inc.; and,  
(Company Name)
- 2. I do hereby attest that Maynard C. Smith Construction Company, 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.

Maynard C. Smith Construction Company, Inc.  
(Company Name)

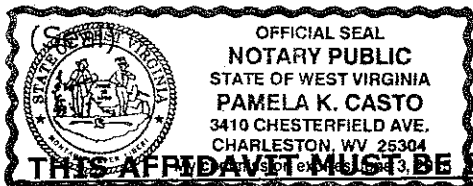
By:   
John Strickland

Title: President

Date: July 29, 2010

Taken, subscribed and sworn to before me this 29<sup>th</sup> day of July.

By Commission expires 6/3/2015



Pamela K Casto  
(Notary Public)

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

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

**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: Maynard C. Smith Construction Company, Inc.Authorized Signature: *[Signature]* Date: 07/29/2010  
John Strickland, PresidentState of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 29<sup>th</sup> day of July, 2010.My Commission expires 6/3/2015, 20  .

AFFIX SEAL HERE

NOTARY PUBLIC *Pamela K. Casto*