



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  
 DEFK12000

PAGE  
 3

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

VENDOR

\*C01135734 301-663-0626  
 MORGAN KELLER INC  
 70 THOMAS JOHNSON DR  
 SUITE 200  
 FREDERICK MD 21702

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/28/2011				

BID OPENING DATE: 08/18/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		8,888,467.68
				BUILDING CONSTRUCTION		
***** THIS IS THE END OF RFQ DEFK12000 ***** TOTAL:						15,052,004.66



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jerry L. Bawwa</i>	TELEPHONE 301-663-0626	DATE August 18, 2011
TITLE Executive V.P.	FEIN 52-0741857	ADDRESS CHANGES TO BE NOTED ABOVE

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

## BID FORM

## SECTION I - BASE BID AND ALTERNATES

DATED: August 18, 2011  
(Bidder to insert date bid submitted)

## SUBMITTED BY: (Name and Address)

Morgan-Keller, Inc.  
70 Thomas Johnson Dr. Suite 200  
Frederick, MD 21702

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 001305

SUBMITTED TO: State of West Virginia

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

**Moorefield Readiness Center  
West Virginia Army National Guard  
Moorefield, West Virginia**

all in accordance with the Drawings and Specifications as prepared by Bastian & Harris, Architects, 300 Summers Street, Suite 1200, Charleston, West Virginia 25301, 304/342-2151 - 304/342-2197 (fax).

## BASE BID:

For the sum of:

\$ 15,052,004.<sup>66</sup>

Fifteen million, fifty two thousand four and <sup>66</sup>/<sub>100</sub> dollars.  
(Amount to be shown in both words and numbers)

ALTERNATES:

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

Alternate No. 1: Component Shell and Toilet Area

\$ 1,769,771.34

One million, seven hundred sixty nine thousand, seven hundred seven  
(Amount to be shown in both words and numbers)

and ~ 34/100 dollars

Additional Calendar Days (if any) 0

For Owners information, provide separate amounts below for the above. The amount shown is included in the Alternate No. 1 Proposal above.

Shell \$ 1,604,771.34

one million, six hundred four thousand, seven hundred seventy-one and  
(Amount to be shown in both words and numbers)

34/100 dollars

Toilets & Storage \$ 165,000.00

One-hundred sixty-five thousand, and  
(Amount to be shown in both words and numbers)

00/100 dollars

Alternate No. 2: Classroom Area with Associated Corridors

\$ 434,312.91

Four hundred thirty four thousand, three-hundred twelve  
(Amount to be shown in both words and number)

and 91/100 dollars

Additional Calendar Days (if any) 0

Alternate No. 3: West Parking Area

\$ 295,799.90

Two hundred ninety-five thousand-seven-hundred ninety-nine-and  
(Amount to be shown in both words and numbers)

90/100 dollars

Additional Calendar Days (if any) 0

Alternate No. 4: Security Fencing Upgrade

\$ 5,640.<sup>75</sup>

Five thousand six hundred forty and 75/100 dollars  
(Amount to be shown in both words and numbers)

Additional Calendar Days (if any) 0

Alternate No. 5: Communications Tower Site

\$ 37,746.<sup>45</sup>

Thirty seven thousand seven hundred forty six and 45/100 dollars  
(Amount to be shown in both words and numbers)

Additional Calendar Days (if any) 0

Alternate No. 6: Unheated Storage Addition

\$ 171,497.<sup>43</sup>

One hundred seventy one thousand four hundred ninety seven  
(Amount to be shown in both words and numbers) and 43/100 dollars

Additional Calendar Days (if any) 0

Alternate No. 7: Electronic Card Access System

\$ 38,082.<sup>83</sup>

Thirty eight thousand eighty two and 83/100 dollars  
(Amount to be shown in both words and numbers)

Additional Calendar Days (if any) 0

Alternate No. 8: 911 Center Build-Out

\$ 470,128.<sup>05</sup>

Four hundred seventy thousand one hundred twenty eight  
(Amount to be shown in both words and numbers.)

Additional Calendar Days (if any) 0 and 05/100 dollars

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

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the amounts of one hundred (100%) percent of the contract price and fifty thousand dollars (\$50,000.00) for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

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

1 - 7/28/11

2- 8/8/11

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

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

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

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

**SIGNATURE OF BIDDER:**

Firm: Morgan-Keller, Inc.

By: 

Address: 70 Thomas Johnson Dr. Suite 200

Title: Vice President

Address: Frederick, MD 21702

Phone: 301-663-0626

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

Fax: 301-695-0426

END OF SECTION 00400

**BID FORM - SECTION II  
BID ITEM AND UNIT COSTS**

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

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

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>PRIMARY FACILITY</b>					
1	Readiness Center	1	LS	8,888,467.68	8,888,467.68
<b>PROJECT ADMINISTRATION/QUALITY CONTROL</b>					
2	Mobilization/Demobilization	1	LS	519,431.94	519,431.94
3	General Administration	1	LS	627,058.26	627,058.26
4	Project Quality Control	1	LS	76,500.00	76,500.00
5	WVDOH Encroachment Permit (Allowance)	1	LS	5,000.00	5,000.00
<b>SITE PREPARATION</b>					
6	Site Preparation	1	LS	33,150.00	33,150.00
7	Sediment and Erosion Control	1	LS	188,904.00	188,904.00
8	Detention Pond	1	LS	61,302.00	61,302.00
9	Waste Disposal	5	TN	153.00	765.00
10	Field Fencing	480	LF	9.69	4,651.20
11	Farm Gate	1	EA	765.00	765.00
<b>EARTHWORK</b>					
12	Unclassified Excavation	300,000	CY	4.59	1,377,000.00
13	Topsoil	6,400	CY	14.28	91,392.00
14	Soil Drying	100	TN	326.40	32,640.00
15	Over-Excavation	100	SY	36.52	3,651.60
16	8" Subsurface Drains	1,600	LF	37.54	60,057.60
17	6" Subsurface Drains	1,000	LF	23.05	23,052.00
<b>RC ROADS and PAVING</b>					
18	7" Concrete Paving	5,000	SY	57.66	288,303.00
19	(401-001)[1] SG HMA Base Course, ST/GR	1,900	TN	76.50	145,350.00
20	(402-001)[1] SG HMA Skid Pvt. (W-1) ST/GR	530	TN	97.92	51,897.60
21	(207-034) Fabric for Separation	11,511	SY	1.63	18,785.95
22	Fabric Woven (Heavy Duty)	1,215	SY	2.04	2,478.60
23	AASHTO No. 1 Stone	820	TN	24.74	20,282.70
24	(307-001) Aggregate Base Course, Class 1	3,850	CY	39.78	153,153.00
25	Pavement Marking	1	LS	1,428.00	1,428.00
26	Wheel Stops	96	EA	62.22	5,973.12
27	Concrete Curbing	900	LF	38.76	34,884.00

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
28	Signage	1	LS	9,690.00	9,690.00
29	(607-001)[II] Type 1 Guardrail	250	LF	24.99	6,247.50
30	(607-037)[I] Buffer End Section	2	EA	51.00	102.00
31	Bollards 8"	20	EA	714.00	14,280.00
32	Bollards 12"	10	EA	2,295.00	22,950.00
33	Bollards Removable	12	EA	2,193.00	26,316.00
<b>ACCESS ROAD</b>					
34	(207-033) Fabric for Stabilization	13,000	SY	2.04	26,520.00
35	(228 - 001) Subgrade Preparation	2,900	SY	4.08	11,832.00
24	(307-001) Aggregate Base Course, Class 1	2,240	CY	39.78	89,107.20
36	(307-005) Aggregate Base Course, Class 10	2,650	TN	22.95	60,817.50
19	(401-001)[1] SG HMA Base Course, ST/GR	4,200	TN	76.50	321,300.00
20	(402-001)[1] SG HMA Skid Pvt. (W-1) ST/GR	861	TN	97.92	84,309.12
29	(607-001)[II] Type 1 Guardrail	2,213	LF	24.99	55,302.87
30	(607-037)[1] Buffer End Section	8	EA	51.00	408.00
37	(638-002) Right of Way Markers	36	EA	69.36	2,496.96
38	(657-008)(1) 2 LB, Channel Post	100	LF	1.53	153.00
39	(657-010)(1) 3 LB, Channel Post	39	LF	5.61	218.79
40	(661-001-1) 36" Flat Sheet Sign	108	SF	35.70	3,855.60
41	(661-002) Extruded Panel Sign	18	SF	56.10	1,009.80
42	(663-001-1)[11] Edge Line, Type V, White, (4")	6,660	LF	0.26	1,698.30
43	(663-001-2)[11] Edge Line, Type V, White, (4")	115	LF	0.26	29.33
44	(663-005)[V] Stop Line, Type V, (24")	54	LF	2.04	110.16
45	(663-002)[V] Centerline, Type V, Yellow (4")	6,650	LF	0.26	1,695.75
46	Maintenance of Traffic	1	LS	5,100.00	5,100.00
<b>MISCELLANEOUS</b>					
47	Site Improvements	1	LS	807,916.50	807,916.50
<b>WATER</b>					
48	3" PVC Water	675	LF	17.85	12,048.75
49	6" PVC Water	860	LF	25.50	21,930.00
50	10" PVC Water	1,700	LF	42.08	71,527.50
51	10" DIP Water	200	LF	51.51	10,302.00
52	PIV	1	EA	2,550.00	2,550.00
53	Fire Hydrant	4	EA	4,080.00	16,320.00
54	Water Vault	1	LS	25,500.00	25,500.00
<b>SEWER</b>					
55	Manholes, Sanitary Sewer	60	VF	408.00	24,480.00
56	Frame and Cover, Sanitary Sewer	12	EA	612.00	7,344.00
57	4" PVC Sanitary Sewer	100	LF	23.72	2,371.50
58	6" PVC Sanitary Sewer	640	LF	28.31	18,115.20



NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
59	8" PVC Sanitary Sewer	1,475	LF	31.62	46,639.50
60	8" DIP Sanitary Sewer	100	LF	48.96	4,896.00
61	Cleanout, Sanitary Sewer	6	EA	510.00	3,060.00
<b>STORM DRAINAGE</b>					
62	4" PVC Storm	250	LF	17.60	4,398.75
63	6" PVC Storm	550	LF	21.42	11,781.00
64	8" PVC Storm	95	LF	26.01	2,470.95
65	10" PVC Storm	9	LF	31.11	279.99
66	12" PVC Storm	375	LF	36.21	13,578.75
67	15" PVC Storm	340	LF	40.80	13,872.00
68	12" HDPE Storm	250	LF	25.50	6,375.00
69	18" HDPE Storm	875	LF	42.84	37,485.00
70	24" HDPE Storm	130	LF	47.94	6,232.20
71	30" HDPE Storm	380	LF	61.20	23,256.00
72	18" CMP Storm	80	LF	45.90	3,672.00
73	36" CMP Storm	720	LF	63.24	45,532.80
74	48" CMP Storm	270	LF	81.60	22,032.00
75	Type 1 Ditch	300	LF	112.20	33,660.00
76	Type 2 Ditch	500	LF	58.91	29,452.50
77	Type 3 Ditch	500	LF	8.16	4,080.00
78	Type 4 Ditch	1,940	LF	5.41	10,487.64
79	Junction Box	1	EA	1,938.00	1,938.00
80	Modified Junction Box	1	EA	3,570.00	3,570.00
81	Type "B" Drop Inlets	7	EA	1,734.00	12,138.00
82	Type "G" Drop Inlets	2	EA	2,346.00	4,692.00
83	12" Yard Drains	12	EA	1,020.00	12,240.00
84	12" In-Line Inlets	15	EA	663.00	9,945.00
85	Trench Drain and Grate	40	LF	102.00	4,080.00
86	Concrete Headwall	8	EA	2,499.00	19,992.00
<b>ADDITIONAL KITCHEN EQUIPMENT</b>					
87	Additional Kitchen Equipment	1	LS	177,888.00	177,888.00
				<b>BID TOTAL</b>	<b>15,052,004.66</b>
<b>BID ALTERNATES</b>					
<b>BID ALTERNATE #1 - Component Shell and Toilet Area</b>					
88	Component Shell and Toilet Area	1	LS	1,769,771.34	1,769,771.34
				<b>TOTAL</b>	
<b>BID ALTERNATE #2 - Classroom Area with Associated Corridors</b>					
89	Classroom Area with Associated Corridors	1	LS	434,312.91	434,312.91

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>TOTAL</b>					
<i>BID ALTERNATE #3 - West Parking Area</i>					
<u>90</u>	West Parking Area	<u>1</u>	<u>LS</u>	<u>295,799.90</u>	<u>295,799.90</u>
<b>TOTAL</b>					
<i>BID ALTERNATE #4 - Security Fencing Upgrade</i>					
<u>91</u>	Fencing/Gate Upgrade	<u>1</u>	<u>LS</u>	<u>5,640.75</u>	<u>5,640.75</u>
<b>TOTAL</b>					
<i>BID ALTERNATE #5 - Communications Tower Site</i>					
<u>92</u>	Communications Tower Site	<u>1</u>	<u>LS</u>	<u>37,746.45</u>	<u>37,746.45</u>
<b>TOTAL</b>					
<i>BID ALTERNATE #6 - Unheated Storage Addition</i>					
<u>93</u>	Unheated Storage Addition	<u>1</u>	<u>LS</u>	<u>171,497.43</u>	<u>171,497.43</u>
<b>TOTAL</b>					
<i>BID ALTERNATE #7 - Electronic Card Access System</i>					
<u>94</u>	Electronic Card Access System	<u>1</u>	<u>LS</u>	<u>38,082.83</u>	<u>38,082.83</u>
<b>TOTAL</b>					
<i>BID ALTERNATE #8 - 911 Center Build-Out</i>					
<u>95</u>	911 Center Build-Out	<u>1</u>	<u>LS</u>	<u>470,128.05</u>	<u>470,128.05</u>
<b>TOTAL</b>					



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07/28/2011				

BID OPENING DATE: 08/18/2011      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
1. TO ATTACH THE PRE-BID SIGN-IN SHEETS FROM THE MANDATORY PRE-BID MEETING HELD ON 07/26/2011. 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.						
EXHIBIT 10						
REQUISITION NO.: DEFK12000						
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 .. X .. .						
NO. 2 .. . . .						
NO. 3 .. . . .						
NO. 4 .. . . .						
NO. 5 .. . . .						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF						

**RECEIVED**  
 AUG 02 2011  
 MORGAN-KELLER INC.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jerry J. Barma</i>	TELEPHONE 301-663-0626	DATE August 18, 2011
TITLE Executive V.P.	FEIN 52-0741857	ADDRESS CHANGES TO BE NOTED ABOVE

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	MORGAN KELLER INC
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	SUITE 200
	FREDERICK MD 21702

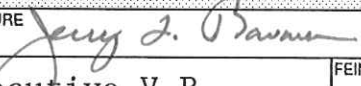
S H I P T O	DIV ENGINEERING & FACILITIES
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<p>THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES 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 style="text-align: center;">             .....            SIGNATURE         </p> <p style="text-align: center;">           Morgan-Keller, Inc.            .....            COMPANY         </p> <p style="text-align: center;">           August 18, 2011            .....            DATE         </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">END OF ADDENDUM NO. 1</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 301-663-0626	DATE August 18, 2011
TITLE Executive V.P.	FEIN 52-0741857	ADDRESS CHANGES TO BE NOTED ABOVE

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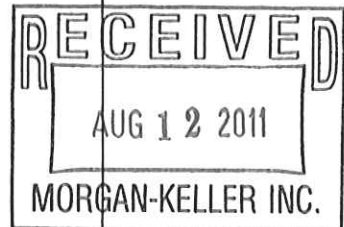
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08/08/2011				

BID OPENING DATE: **08/18/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>ADDENDUM NO. 2</b> 1. QUESTIONS AND ANSWERS ARE ATTACHED. 2. REVISED BID FORM ATTACHED. 3. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.  EXHIBIT 10  REQUISITION NO.: DEFK12000  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 ... <input checked="" type="checkbox"/> ... NO. 2 ... <input checked="" type="checkbox"/> ... NO. 3 ..... NO. 4 ..... NO. 5 .....  I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jerry L. Barrow</i>	TELEPHONE 301-663-0626	DATE August 18, 2011
TITLE Executive V.P.	FEIN 52-0741857	ADDRESS CHANGES TO BE NOTED ABOVE

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



## 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 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, WV 25305. Telephone: 304/558-7890.

West Virginia State Code §21-11-11 requires any prospective bidder to include the contractor's license number on their bid.

### Bidders to Complete:

Contractor's Name: Morgan-Keller, Inc.

Contractor's License No.: WV001305

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

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Morgan-Keller, Inc.  
of Frederick, MD, as Principal, and Fidelity & Deposit Company of  
Maryland of Schaumburg, IL, a corporation organized and existing under the laws of the State of  
IN \_\_\_\_\_ with its principal office in the City of Schaumburg, 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% 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  
Moorfield Readiness Center -

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
18th day of August, 2011.

Principal Corporate Seal

Morgan-Keller, Inc.  
(Name of Principal)

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

Joy A. Watt  
(Title) Vice-President

Surety Corporate Seal

Fidelity & Deposit Company Maryland  
(Name of Surety)

[Signature]  
Attorney-in-Fact  
April O. Compton, Attorney-In-Fact

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



**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Joseph A. PIERSON, John W. BOYER, Robert A. CHLADA, Cynthia M. CHARVAT, April O. COMPTON, Dennis C. OURAND, Steven A. DZURIK, JR., John J. MARKOTIC and Diane S. LOUGHRY, all of Hunt Valley, Maryland, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Joseph A. PIERSON, John W. BOYER, Robert A. CHLADA, Cynthia M. CHARVAT, April O. COMPTON, Dennis C. OURAND, Steven A. DZURIK, JR., John J. MARKOTIC, Diane S. LOUGHRY, dated February 2, 2010.

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

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 7th day of January, A.D. 2011.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**  
**COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**



*Eric D. Barnes*

*Eric D. Barnes* Assistant Secretary

*Frank E. Martin Jr.*

By: *Frank E. Martin Jr.* Vice President

State of Maryland }  
 City of Baltimore } ss:

On this 7th day of January, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



*Constance A. Dunn*

*Constance A. Dunn* Notary Public  
 My Commission Expires: July 14, 2015

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

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

**EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY**

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

**CERTIFICATE**

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

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

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

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

this 18th day of August 2011.

*George F. Murray*

Assistant Secretary



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

STATE OF Maryland

COUNTY OF Frederick, TO-WIT:

I, Charles Clark, after being first duly sworn, depose and state as follows:

- I am an employee of Morgan-Keller, Inc.; and,  
(Company Name)
- I do hereby attest that Morgan-Keller, 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.

Morgan-Keller, Inc.

(Company Name)

By:

Charles Clark

Title: Vice President

Date: August 18, 2011

Taken, subscribed and sworn to before me this 18<sup>th</sup> day of August.

By Commission expires October 28, 2013

(Seal)

Maryanne Dewitt

(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: Morgan-Keller, Inc.

Authorized Signature: *Chadley Clark* Date: August 18, 2011

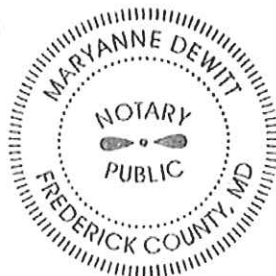
State of Maryland

County of Frederick, to-wit:

Taken, subscribed, and sworn to before me this 18<sup>th</sup> day of August, 2011.

My Commission expires October 28, 2013.

**AFFIX SEAL HERE**



NOTARY PUBLIC *Maryanne Dewitt*