



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
GSD126413

PAGE
1

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

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TYPE NAME/ADDRESS HERE

**BBL-CARLTON, LLC**  
600 Kanawha Blvd., East  
Suite 200  
Charleston, WV 25301

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
BUILDING 1  
1900 KANAWHA BOULEVARD, EAST  
CHARLESTON, WV  
25305 304-558-3517

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/18/2012				

BID OPENING DATE: 05/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		\$9,858,428.00
MAIN CAPITOL RESTROOM RENOVATIONS PROJECT						
REQUEST FOR QUOTATION (RFQ) CONSTRUCTION						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR RENOVATIONS TO THE BATHROOMS IN BUILDING 1 (MAIN CAPITOL) LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON WEST VIRGINIA PER						
PROJECT MANUAL AND DRAWINGS ARE AVAILABLE BY CONTACTING:						
MICHAEL BAKER, JR., INC. 5088 WEST WASHINGTON STREET CHARLESTON, WV 25313 PHONE: 304-769-0821						
COST: \$300.00 PER SET PLUS \$35.00 SHIPPING AND HANDLING CHARGES						
A MANDATORY PRE-BID WILL BE HELD ON MAY 3, 2012 AT 2:00 PM IN THE FOOD COURT LOCATED IN THE BASEMENT OF BUILDING 1 (MAIN CAPITOL). 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						

RECEIVED

2012 JUN 12 PM 1:10

WV PURCHASING  
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Chuck Moore	304-345-1300	6-12-2012
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	31-1540-659	

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.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) 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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**BBL-CARLTON, LLC**  
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REPRESENT MORE THAN ONE BIDDER.						
AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						
ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO 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.						
TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.						
DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/10/2012 AT THE CLOSE OF BUSINESS.						
ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLIN						

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SIGNATURE <i>Chuck Moore</i>	TELEPHONE 304-345-1300	DATE 6-12-2012
TITLE Vice President	FEIN 31-1540-659	ADDRESS CHANGES TO BE NOTED ABOVE

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THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.						
NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 730 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL BIDDER. SEE INSTRUCTION TO BIDDERS SECTION D FOR MORE INFORMATION.						
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.						
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
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.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</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 IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Chuck Moore</i>			TELEPHONE 304-345-1300		DATE 6-12-2012	
TITLE Vice President		FEIN 31-1540-659		ADDRESS CHANGES TO BE NOTED ABOVE		

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<p>PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: .....BBL Carlton, LLC.....</p> <p>CONTRACTORS LICENSE NO.: ..WV028886.....</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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE 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</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
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<p>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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: GSD126413</p> <p>BID OPENING DATE: 05/24/2012</p> <p>BID OPENING TIME: 1:30 PM</p>						

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-345-1304		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				Chuck Moore		
***** THIS IS THE END OF RFQ GSD126413 ***** TOTAL:						9,858,428. <sup>00</sup>

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## SECTION 001000 – INSTRUCTIONS TO BIDDERS

### PART 1 - GENERAL

#### 1.1 CONFLICTS

- A. 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.

#### 1.2 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.

#### 1.3 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 Renovation of the Rest Rooms located in the State Capitol Building, Charleston, 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. The Work of Project is defined by the Contract Documents and consists of the following:
  - 1. The renovations / restorations of thirty-four (34) restrooms and other related spaces in the West Virginia Capitol Building.
    - a. Restrooms renovation / restorations will include (but not be limited to) new ceramic mosaic tile flooring, ceramic cove base, white structural glass wainscoting and toilet partitions, concrete masonry and clay tile masonry patching and repairing, patching and repairing of plaster, electrical and lighting upgrades, plumbing piping and fixture upgrades, mechanical exhaust system upgrades, minor sprinkler piping modifications, new fire alarm systems and miscellaneous toilet accessories upgrades.
    - b. Janitor Closets renovations / restorations will include (but not be limited to) new ceramic mosaic tile flooring, patching and repairing ceramic cove base, patching and repairing white structural glass wainscoting, concrete masonry and clay tile masonry patching and repairing, patching and repairing of plaster, electrical and lighting wiring upgrades, plumbing piping and fixture upgrades, mechanical exhaust system upgrades and miscellaneous accessories upgrades.
    - c. Women's lounge renovations / restorations will include (but not be limited to) new partition walls and finishes, new doors and hardware, carpeting, concrete masonry and clay tile masonry patching and repairing, patching and repairing of plaster, electrical and lighting upgrades.



C. Project Groups: The Work of the Project is defined by the Contract Documents and consists of 7 phased demolition and renovation of the 34 rest rooms and other related spaces in the State Capitol Building.

1. Group Phase 1: Consists of seven (7) restrooms total:
  - five (5) Basement restrooms (B-01, B-02, B-03, B-04 & B-05)
  - two (2) First Floor restrooms (G-6 & G-07).
2. Group Phase 2: Consists of five (5) restrooms and three (3) janitor's closets total:
  - one (1) Ground Floor restroom (G-3)
  - two (2) First Floor restrooms (1-4 & 1-6) and one (1) janitor's closet (1-6A)
  - two (2) Second Floor restrooms (2-3 & 2-5) and two (2) janitor's closet (2-3A & 2-5A).
3. Group Phase 3: Consists of three (3) restrooms total:
  - three (3) First Floor restrooms (1-3A, 1-3B & 1-8)
4. Group Phase 4: Consists of seven (7) restrooms and other adjacent spaces:
  - two (2) restrooms on the Ground Floor (G-4 & G-5),
  - four (4) First Floor restrooms (1-5B, 1-5D, 1-7A & 1-7B); three (3) small lounges (1-5A, 1-5C & 1-7C) and one (1) Janitor's Closet (1-7D)
  - one (1) Second Floor restroom (2-4)
5. Group Phase 5: Consists of four (4) restrooms and four (4) janitor's closets total:
  - one (1) Ground Floor restroom (G-8) and one (1) janitor's closet (G-8A)
  - one (1) First Floor restroom (1-9) and one (1) janitor's closet (1-9A)
  - one (1) Second Floor restroom (2-6) and one (1) janitor's closet (2-6A)
  - one (1) Third Floor restroom (3-3) and one (1) janitor's closet (3-3A)
6. Group Phase 6: Consists of four (4) restrooms total:
  - one (1) Ground Floor restroom (G-9)
  - one (1) First Floor restroom (1-10)
  - one (1) Second Floor restroom (2-7)
  - one (1) Third Floor restroom (3-4).
7. Group Phase 7: Consists of four (4) restrooms and one (1) janitor's closet total:
  - two (2) Ground Floor restrooms (G-1 & G-2),
  - two (2) First Floor restrooms (1-1 & 1-2) and one (1) janitor's closet (1-1A).

Note that these restrooms will need to be completed in two sub-phases to meet the active restroom requirement.

D. Contract Period: All work shall be substantially complete within two years (730) calendar days of the issuance of the Notice to Proceed. Final Completion shall be achieved within forty-five (45) calendar days, thereafter (total contract period is 775 days). Failure to complete work will result in liquidated damages of \$1,000.00 per calendar day.

- E. 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)

#### 1.4 PRE-BID MEETING

- A. Project Identification: West Virginia State Capitol Restrooms Renovations / Restorations.
- B. A mandatory pre-bid conference will be held on a date and time as indicated in the Request for Quotation issued by the State Purchasing Division. Attendance is mandatory at the meeting to qualify for bidding on the project. Contractors attending the meeting shall assemble in the Capitol Food Court in the Basement of the Main Capitol Building. A walk-through of certain project specific areas will be part of the meeting. See Purchasing Division Request for Quotations for additional information.

1. Project Location: West Virginia State Capitol  
1900 Kanawha Blvd., East  
Charleston, WV. 25305

#### 1.5 DEFINITIONS

- A. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Request for Quotation 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 (if applicable) 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.

1.6 BIDDING DOCUMENTS

- A. Interested parties may obtain only complete sets of the plans and specifications of the Bidding Documents for the sums of \$300.00 per set, plus \$35.00 shipping and handling charge. All costs are NON-REFUNDABLE. Complete sets are available at the offices of:

Michael Baker, Jr., Inc.  
5088 West Washington Street  
2<sup>nd</sup> Floor  
Charleston, West Virginia 25313

Phone: 1-304-769-0821

- B. 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:

Michael Baker Jr., Inc.  
5088 West Washington Street  
2<sup>nd</sup> Floor  
Charleston, West Virginia 25313

McGraw-Hill Construction / Dodge

Michael Baker Jr., Inc.  
Airside Business Park  
100 Airside Drive  
Moon Township, PA 15108

Contractors Association of WV



State of West Virginia  
General Services Division

West Virginia State Capitol  
Capitol Restrooms Renovations/Restorations  
Project Number GSD 126413

3315 Central Avenue  
Hot Springs, AR 71913-6138  
Phone: 501-321-5406

2114 Kanawha Boulevard East  
Charleston, West Virginia 25311  
Phone: 304-342-1166

Constr. Employers Assoc. NCWV  
2794 White Hall Blvd  
White Hall, WV 26554  
Phone: 304-367-1290

Parkersburg Marietta Contr. Assoc.  
4424 Emerson Avenue  
Parkersburg, WV 26104  
Phone: 304-485-6485

Ohio Valley Constr. Employers Council  
21 Armory Drive  
Wheeling, WV 26003  
Phone: 304-242-0520

Reed Construction Data  
30 Technology Pkwy S. - Suite 100  
Norcross, GA 30092  
Phone: 800-925-6541

#### 1.7 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.

#### 1.8 BIDDER'S REPRESENTATIVE

- 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.

#### 1.9 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. 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.

- C. 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.
- D. 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.
- E. All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change".

1.10 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.

1.11 SUBMISSIONS OF BIDS

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

1.12 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.

1.13 LIST OF PROPOSED SUBCONTRACTOR AND EQUIPMENT/MATERIALS 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 one (1) business day 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.

#### 1.14 QUALIFICATION STATEMENT

- A. The qualified Contractor shall have completed at least three (3) interior historical renovation / restoration projects of a similar size or value as this project. Qualifying projects of a similar size should include those that covered renovated area of at least 80% of that proposed to be renovated as part of this project. Qualifying projects of a similar value should include those whose cost was at least 80% of the amount of the Total Project Cost provided by the bidder on the Proposal Form (Section 1.2.H). All bidders should include at least three (3) references indicating their capabilities to perform such work. References should 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. Bidders should state the qualifying project size (in square footage) or value (in dollars) in the "Project Description" area for each reference provided in the References portion of the proposal form.

#### 1.15 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.
- C. 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.

1.16 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.

1.17 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

1.18 WAGE RATES

- A. The successful Bidder and all Subcontractors shall pay 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.

1.19 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.

1.20 NOTICE TO PROCEED

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

1.21 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.

1.22 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'.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 001000

## Proposal Form

State of West Virginia – General Services Division

Rest Room Renovations / Restorations

State Capitol Building

Project No. GSD 126413

1.1 NAME OF BIDDER: BBL Carlton, LLC

- A. 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:

1.2 CAPITOL RESTROOMS RENOVATIONS / RESTORATIONS BASE BID

(Breakdown into Group /Phases for accounting purposes only – Bid shall be based on Total Project Cost)

- |                  |                        |
|------------------|------------------------|
| A. Group Phase 1 | \$ <u>4,855,378.00</u> |
| B. Group Phase 2 | \$ <u>899,935.00</u>   |
| C. Group Phase 3 | \$ <u>653,130.00</u>   |
| D. Group Phase 4 | \$ <u>1,130,634.00</u> |
| E. Group Phase 5 | \$ <u>785,896.00</u>   |
| F. Group Phase 6 | \$ <u>743,942.00</u>   |
| G. Group Phase 7 | \$ <u>789,512.00</u>   |

- H. Total Project Cost: (In words and numbers)

Nine Million Eight Hundred Fifty Eight  
Thousand Four Hundred Twenty Eight (\$9,858,428.00)

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

1.3 UNIT PRICES

"Definition: 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"

UNIT PRICE	UNIT PRICES	
Unit Price No. 1:	Plaster to match existing	\$ <u>32.00</u> Per Square Foot
Unit Price No. 2:	6" CMU	\$ <u>41.00</u> Per Square Foot
Unit Price No. 3a:	0.75"Ø Domestic Waterline	\$ <u>78.00</u> Per Lineal Foot
Unit Price No. 3b:	1.0"Ø Domestic Waterline	\$ <u>91.00</u> Per Lineal Foot
Unit Price No. 3c:	1.5"Ø Domestic Waterline	\$ <u>112.00</u> Per Lineal Foot
Unit Price No. 3d:	2.0"Ø Domestic Waterline	\$ <u>130.00</u> Per Lineal Foot
Unit Price No. 4a:	2.5"Ø Domestic Waterline	\$ <u>156.00</u> Per Lineal Foot
Unit Price No. 4b:	3.0"Ø Domestic Waterline	\$ <u>188.00</u> Per Lineal Foot
Unit Price No. 4c:	3.5"Ø Domestic Waterline	\$ <u>224.00</u> Per Lineal Foot
Unit Price No. 4d:	4.0"Ø Domestic Waterline	\$ <u>260.00</u> Per Lineal Foot
Unit Price No. 5a:	1.25"Ø Sewer or Vent Line	\$ <u>78.00</u> Per Lineal Foot
Unit Price No. 5b:	1.5"Ø Sewer or Vent Line	\$ <u>104.00</u> Per Lineal Foot
Unit Price No. 5c:	2.0"Ø Sewer or Vent Line	\$ <u>130.00</u> Per Lineal Foot
Unit Price No. 5d:	2.5"Ø Sewer or Vent Line	\$ <u>182.00</u> Per Lineal Foot
Unit Price No. 6a:	3.0"Ø Sewer or Vent Line	\$ <u>221.00</u> Per Lineal Foot
Unit Price No. 6b:	4.0"Ø Sewer or Vent Line	\$ <u>260.00</u> Per Lineal Foot

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within the specified time period following issuance 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 issuance of a signed Purchase Order and Notice to Proceed issued by the Owner. Any materials contracted for prior to the issuance of the OWNER'S written Notice to Proceed shall be at the Bidder's risk.

#### 1.4 SIGNATURE OF BIDDER

Name of Firm: BBL Carlton, LLC

Address: 600 Kanawha Blvd., East Suite 200

City/ State/ Zip Charleston, WV 25301

Phone No. ( 304 ) 345-1300

Fax No. ( 304 ) 345-1304

By: Chuck Moore

Signature:   
(In colored Ink)

Signed and Sealed this 12th day of June, 2012

(Seal)

#### 1.5 CONTRACTOR'S LICENSE

West Virginia Contractor's License No. WV028886



1.6 ADDENDA

- A. 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 5-07-2012

Addendum No. 2, Dated 5-17-2012

Addendum No. 3, Dated 5-31-2012

Addendum No. 4, Dated 6-06-2012

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

## 1.7 REFERENCES

The undersigned shall provide three references below:

Reference #1 Name: W. Kent Carper

Position: President, Kanawha County Commission

Address: P.O. Box 3627, Charleston, WV 25336

Telephone Number: (304) 357-0101

Project Name: W. Kent Carper Safety & Public Health Complex

Project Description: Renovation of the former AEP Headquarters Building. included renovating the entire 61,500 sf building including the restoration of the masonry on the exterior of the existing two buildings. Meticulous care was taken to preserve the buildings art deco style, especially with the plaster and the marble restoration.

Reference #2 Name: William T. Brotherton, III

Position: Vice President

Address: P.O. Box 3922, Charleston, WV 25339

Telephone Number: (304) 941-1000

Project Name: Brickstreet Insurance - WV Headquarters

Project Description: 100,000 sf renovation and addition to the former Montgomery Ward location within the Charleston Towne Center Mall. The facility includes approximately 100 offices and 400 workstations. Skylights were added and glass partitions were used to bring from perimeter glass curtain walls into the workstation space.

Reference #3 Name: W. Kent Carper

Position: President - Kanawha County Commission

Address: P.O. Box 3627, Charleston, WV 25336

Telephone Number: (304) 357-0101

Project Name: Kanawha County Judicial Annex Renovation and Expansion

Project Description: An 88,600 sf seven-story addition and renovation to the Judicial Annex to provide new courtrooms and offices. To maintain day-to-day activities for the exisitng facility, BBL constructed much of the renovations on evening and night shift.

END OF PROPOSAL FORM

\*\*SEE ATTACHED\*\*

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

## 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 Oblige, 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 Oblige may accept such bid, and said Surety does hereby  
 waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
 have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
 \_\_\_\_\_ 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 Oblige, 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 Oblige may accept such bid: and said  
 Surety does hereby waive notice of any such extension.

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

Principal Corporate Seal

(R)

(U)  
 Surety Corporate Seal

\_\_\_\_\_  
 (Name of Principal)  
 By \_\_\_\_\_ (S)  
 (Must be President or  
 Vice President)  
 \_\_\_\_\_ (T)  
 Title  
 \_\_\_\_\_ (V)  
 (Name of Surety)  
 \_\_\_\_\_ (W)  
 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, BBL-Carlton, LLC  
of 600 Kanawha Blvd. East, Suite 200, Charleston, WV 25301, as Principal, and Travelers Casualty and Surety Company  
of America of One Tower Square, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut  
with its principal office in the City of Hartford, CT, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of Attached Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
West Virginia State Capitol, Capitol Restrooms Renovations/Restorations, Project Number: GSD126413

**NOW THEREFORE,**

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
12th day of June, 20 12.

Principal Corporate Seal

BBL-Carlton, LLC

(Name of Principal)

By Kevin J. Gleason

(Must be President or  
Vice President)

Kevin J. Gleason, Authorized Agent of BBL, LLC,  
Member of BBL-Carlton, LLC

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

T.M. Tyrrell

(Attorney-In-Fact)

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

**COUNTERSIGNED BY WEST VIRGINIA RESIDENT AGENT**

By: Paul T. Heller

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

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

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


On this 12th day of June, 2012, before me personally appeared Kevin J. Gleason, to me known, who, being by me duly sworn, did depose and say that he/she resides in Altamont, New York; that he is an Authorized Agent of BBL, LLC, Member of BBL-Carlton, LLC, a Limited Liability Company, the Company described in and which executed the foregoing instrument; that he executed the foregoing instrument as the act and deed of said Company; and that he had the requisite authority to do so.

  
Rensselaer County  
Comm. Exp. 01/04/2014

**SURETY COMPANY'S ACKNOWLEDGMENT**

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

On this 12th day of June, 2012, before me personally appeared T. M. Tyrrell; to me known, who, being by me duly sworn, did depose and say that he/she resides in Albany, New York; that he/she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, Hartford, Connecticut, a corporation, created, organized and existing under and by virtue of the laws of the state of Connecticut, upon oath did say that the corporate seal affixed to the attached instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by the authority of its Board of Directors; and he did also acknowledge that he executed the said instrument as the free act and deed of said Company.

  
Rensselaer County  
Comm. Exp. 01/04/2014

## TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF JUNE 30, 2011

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 114,672,285	UNEARNED PREMIUMS	\$ 799,704,180
BONDS	3,546,592,212	LOSSES	941,939,663
INVESTMENT INCOME DUE AND ACCRUED	48,689,952	REINSURANCE PAYABLE ON PAID LOSSES & LOSS ADJ. EXPENSES	2,254,007
OTHER INVESTED ASSETS	422,372,168	LOSS ADJUSTMENT EXPENSES	518,743,284
PREMIUM BALANCES	270,891,422	COMMISSIONS	21,334,250
NET DEFERRED TAX ASSET	61,045,090	TAXES, LICENSES AND FEES	54,624,698
REINSURANCE RECOVERABLE	15,379,846	OTHER EXPENSES	19,842,342
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	60,449,587	FUNDS HELD UNDER REINSURANCE TREATIES	94,887,688
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	6,022,088	CURRENT FEDERAL AND FOREIGN INCOME TAXES	38,210,145
UNDISTRIBUTED PAYMENTS	4,508,704	REMITTANCES AND ITEMS NOT ALLOCATED	19,181,416
OTHER ASSETS	12,518	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	28,557,326
		RETROACTIVE REINSURANCE RESERVE ASSUMED	3,378,189
		POLICYHOLDER DIVIDENDS	9,951,585
		PROVISION FOR REINSURANCE	5,357,627
		PAYABLE FOR SECURITIES	24,698,653
		PAYABLE FOR SECURITIES LENDING	5,022,088
		CEDED REINSURANCE NET PREMIUMS PAYABLE	(38,778,093)
		ESCHEAT LIABILITY	653,441
		OTHER ACCRUED EXPENSES AND LIABILITIES	314,201
		TOTAL LIABILITIES	\$ 2,543,876,949
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,585,473,163
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,005,756,923
TOTAL ASSETS	\$ 4,549,833,872	TOTAL LIABILITIES & SURPLUS	\$ 4,549,833,872

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

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS SECOND VICE PRESIDENT, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 30TH DAY OF JUNE, 2011.

*Michael J. Doody*  
SECOND VICE PRESIDENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
15TH DAY OF SEPTEMBER, 2011

*Susan M. Weissleder*  
NOTARY PUBLIC

SUSAN M. WEISSELEDER

Notary Public

My Commission Expires November 30, 2012







## POWER OF ATTORNEY

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 225053

Certificate No. 004850489

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. C. Leach, P. J. Clyne, T. M. Tyrrell, T. R. Tyrrell, and C. E. Antoinette, and E. J. Canterbury

of the City of Albany, State of New York, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of May, 2012.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 St. Paul Fire and Marine Insurance Company  
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By:

*George W. Thompson*  
 George W. Thompson, Senior Vice President

On this the 7th day of May, 2012, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2016.



*Marie C. Tetreault*  
 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of June, 20 12.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

GSD126413



**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, Chuck Moore, after being first duly sworn, depose and state as follows:

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

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

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

BBLCarlton, LLC

(Company Name)

By:

Chuck Moore  
 (Chuck Moore)

Title:

Vice President

Date:

6/12/2012

Taken, subscribed and sworn to before me this 12th day of June 2012.

By Commission expires Jan. 03, 2016

(Seal)

Shelia A. Gore

(Notary Public)

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

Rev March 2009



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.

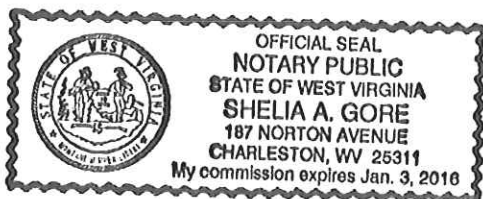
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality 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: BBL Carlton, LLCAuthorized Signature: \_\_\_\_\_ (Chuck Moore) Date: 6-12-2012State of West VirginiaCounty of Kanawha, to-wit:Taken, subscribed, and sworn to before me this 12th day of June, 2012.My Commission expires Jan. 03, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC Shelia A. Gore

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

**Number:** WV028886

**Classification:**

GENERAL BUILDING

BBL CARLTON LLC  
DBA BBL CARLTON LLC  
PO BOX 1153  
CHARLESTON, WV 25324

**Date Issued**

SEPTEMBER 08, 2011

**Expiration Date**

SEPTEMBER 08, 2012

*Kath A. McClanahan*

Authorized Company Signature

*Michael A. Carl*

Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

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