



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

**Solicitation**

NUMBER
DEFK13002

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Brechbill & Helman Const. Co., Inc.  
 1115 Sheller Ave.  
 Chambersburg, PA 17201  
 (717) 263-4621

SHIP TO

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

DATE PRINTED
09/10/2012

BID OPENING DATE: 09/17/2012 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				SEE ATTACHED PAGES.		
				END OF ADDENDUM NO. 1		
0001	1	JB		968-20	13,441,295. <sup>00</sup>	13,441,295. <sup>00</sup>
				BUILDING CONSTRUCTION		
***** THIS IS THE END OF RFQ DEFK13002 ***** TOTAL:						13,441,295. <sup>00</sup>

2012 SEP 17 PM 1:26  
 WV PURCHASING  
 DIVISION

SIGNATURE <i>[Signature]</i>	TELEPHONE (717) 263-4621	DATE September 17, 2012
TITLE Vice President	FEIN 25-1156439	ADDRESS CHANGES TO BE NOTED ABOVE

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

7 September 2012

**WVARNG Buckhannon Readiness Center DEFK13002  
BID FORM - SECTION I (REVISED)  
(Base Bid and Alternates)**

**Dated:** September 17, 2012  
*(Bidder to insert date bid submitted)*

**SUBMITTED BY:**

Brechbill & Helman Const. Co., Inc. *(Hereinafter called "Bidder")*

West Virginia Contractor's License Number: WV 001290

**SUBMITTED TO:**

The State of West Virginia *(hereinafter called "Owner")*

The Bidder, being familiar with local conditions affecting the cost of the Work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment and all service necessary to complete in a workman like manner all the work required for:

**The Buckhannon Armed Forces Reserve Center  
West Virginia Army National Guard  
Buckhannon, Upshur, West Virginia**

All in accordance with the Drawings and Specifications as prepared by Omni Associates-Architects, Inc., 1543 Fairmont Avenue, Fairmont, West Virginia 26554 (304)367-1417.

**BASE BID:**

For the Sum of:

Thirteen Million Four Hundred  
Forty One Thousand Two Hundred Ninety Five  
(\$ 13,441,295.<sup>00</sup>)

(The Base Bid includes the summation of items as described in Section II of the Bid Form.)

**ALTERNATES:**

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

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The OWNER may or may not select the deductive alternates.

The contract will be awarded based on the grand total of the Base Bid, the Deductive Alternates if selected, and any other Alternate Bid Items. OWNER will select Alternate Bid Items by funding source in the priority listed, providing the best value to the OWNER. The OWNER reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted by funding source for the Project. This language supersedes any language contained in the AIA A701 with reference to the acceptance of bid (award).

Refer to Section 012300 entitled "Alternates" for description of Alternates (*Amount to be shown in both words and numbers.*):

**ALTERNATES (Federal Funds):**

Alternate No. 1: Wash Rack (Federal Funds)

ADD the sum of: Two Hundred Fifty Six Thousand  
One Hundred Ninety Five (\$ 256,195.<sup>00</sup> ).

Alternate No. 2: Fuel Point (Federal Funds)

ADD the sum of: Two Hundred Eighty One Thousand  
Two Hundred Fifty One (\$ 281,251.<sup>00</sup> ).

Alternate No. 5: Loading Ramp (Federal Funds)

ADD the sum of: Two Hundred Sixteen Thousand  
Four Hundred Twenty Three (\$ 216,423.<sup>00</sup> ).

Alternate No. 4: Military Equipment Parking Concrete Paving (Federal Funds)

ADD the sum of: Three Hundred Twenty Four Thousand  
Eight Hundred Twenty Five (\$ 324,825.<sup>00</sup> ).

Alternate No. 10: Terrazzo Flooring and base in Lobby 100, 100A, 100B & 100D (Federal Funds)

ADD the sum of: Sixty Five Thousand Six Hundred  
(\$ 65,600.<sup>00</sup> ).

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Alternate No. 8: Wall Coverings for Rooms 130 & 131 (Federal Funds)

ADD the sum of: Twenty Thousand Seven Hundred  
( \$ 20,700.00 ).

**ALTERNATES (State Funds):**

Alternate No. 12: Kitchen/Storage (State Funds)

DEDUCT the sum of: Two Hundred Eight Thousand  
( \$ 208,000.00 ).

Alternate No. 11: Conference Room Finishes (State Funds)

DEDUCT the sum of: Forty Eight Thousand Seven Hundred  
( \$ 48,700.00 ).

Alternate No. 3: Security Fencing Upgrade (State Funds)

ADD the sum of: Five Thousand Two Hundred Fifty  
( \$ 5,250.00 ).

Alternate No. 6: AV and Lighting Controls for Conference Center and Classrooms (State Funds)

ADD the sum of: One Hundred Four Thousand  
Six Hundred ( \$ 104,600.00 ).

Alternate No. 7: Increase Size of Emergency Generator (State Funds)

ADD the sum of: One Hundred Thousand  
( \$ 100,000.00 ).

Alternate No. 9: Operable Partition Walls (State Funds)

ADD the sum of: Eighty Eight Thousand  
( \$ 88,000.00 ).



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If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than 730 days from Notice to Proceed. The Contractor has up to 90 days to request Notice to Proceed. In addition to liquidated damages specified in Federal Guidelines, General Provisions 54, an additional fee of \$1,250.00 for the first day to cover expenses to the Government will be assessed. Total liquidated damages are \$2,750.00 first day and \$1,500.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day. The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 120 days.

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

#1-9/10/12 \_\_\_\_\_

**SIGNATURE OF BIDDER:**

Firm: Brechbill & Helman Const. Co., Inc. By: \_\_\_\_\_

Address: 1115 Sheller Ave.

Title: Michael L. Kissel, Vice President

Address: Chambersburg, PA 17201

Phone: (717) 263-4621

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

Fax: (717) 263-8498

Tax Cert#: 1022-9239

**END OF SECTION I**

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**BID FORM - SECTION II - (Unit Prices)**  
(REVISED)

The costs indicated below are included in, and are a breakdown of, the Base Bid. In the event the total segregated prices shown below differ from the Base Bid indicated above, the Base Bid will govern.

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, in accordance with Contract Conditions, Section 012200 - Unit Prices.

Item No.	Description	Unit	Quantity	Unit Price	Amount
<b>General Contract Administration</b>					
1	Armed Forces Readiness Center	LS	1	10,123,213 <sup>00</sup>	10,123,213. <sup>00</sup>
1a	Fire Pump	LS	1	60,030. <sup>00</sup>	60,030. <sup>00</sup>
2	Mobilization/Demobilization	LS	1	139,804. <sup>00</sup>	139,804. <sup>00</sup>
3	General Administration	LS	1	454,975. <sup>00</sup>	454,975. <sup>00</sup>
4	Project Quality Control	LS	1	66,277. <sup>00</sup>	66,277. <sup>00</sup>
<b>Site Preparation</b>					
5	WVDOH Encroachment Permit (s) (Allowance)	LS	1	2,000. <sup>00</sup>	2,000. <sup>00</sup>
6	Site Preparation	LS	1	52,750. <sup>00</sup>	52,750. <sup>00</sup>
7	Building Demolition	LS	1	3,165. <sup>00</sup>	3,165. <sup>00</sup>
8	Sediment and Erosion Control	LS	1	63,300. <sup>00</sup>	63,300. <sup>00</sup>
9	Retention Pond	LS	1	31,650. <sup>00</sup>	31,650. <sup>00</sup>
10	Waste Removal	TN	2	527.50	1,055. <sup>00</sup>
11	Utility Relocation (Allowance)	LS	1	5,000. <sup>00</sup>	5,000. <sup>00</sup>
<b>Earthwork</b>					
12	Unclassified Excavation	CY	64,000	5.75	367,984. <sup>00</sup>
13	Lean concrete Backfill	CY	200	179.35	35,870. <sup>00</sup>
14	Subgrade Preparation	SY	30,000	6.33	189,900. <sup>00</sup>

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15	Soil Drying	TN	100	316.50	31,650. <sup>00</sup>
16	Removal and Replacement	CY	2,000	10.55	21,100. <sup>00</sup>
17	Over-Excavation	SY	500	31.65	15,825. <sup>00</sup>
18	6" Subsurface Drains	LF	1,500	21.10	31,650. <sup>00</sup>
<b>Roads and Paving</b>					
19	7" Concrete Paving	SY	4,500	75.30	338,871. <sup>00</sup>
20	Free Draining Base Trench and Piping	LF	4,078	26.37	107,557. <sup>00</sup>
21	Fabric Separation	SY	4,500	1.06	4,748. <sup>00</sup>
22	Fabric Woven	SY	20,000	1.16	23,210. <sup>00</sup>
23	Hardstand Paving	SY	20,000	21.50	429,997. <sup>00</sup>
24	Pavement Marking	LS	1	1,967. <sup>00</sup>	1,967. <sup>00</sup>
25	Wheel Stops	EA	146	67.00	9,782. <sup>00</sup>
26	Concrete Curbing	LF	58	31.66	1,836. <sup>00</sup>
27	Signage	LS	1	4,297. <sup>00</sup>	4,297. <sup>00</sup>
28	Gravel Apron	LF	758	9.08	6,879. <sup>00</sup>
<b>Miscellaneous</b>					
29	Sidewalk	SY	1,100	92.17	101,386. <sup>00</sup>
30	Type I Lawns	LS	1	14,770. <sup>00</sup>	14,770. <sup>00</sup>
31	Type II Lawns	LS	1	90,994. <sup>00</sup>	90,994. <sup>00</sup>
32	Type III Ground Cover	LS	1	11,869. <sup>00</sup>	11,869. <sup>00</sup>
33	Farm Gate	EA	1	1,213. <sup>00</sup>	1,213. <sup>00</sup>
34	5' Personnel Gate	EA	2	1,108. <sup>00</sup>	2,216. <sup>00</sup>
35	16' Double Swing Gate	EA	2	3,007. <sup>00</sup>	6,014. <sup>00</sup>
36	20' Sliding Gate	EA	1	8,018. <sup>00</sup>	8,018. <sup>00</sup>

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37	24' Sliding Gate	EA	1	8,651. <sup>00</sup>	8,651. <sup>00</sup>
38	Field Fencing	LF	3,045	7.38	22,487. <sup>00</sup>
39	Security Fencing	LF	1,252	30.84	38,609. <sup>00</sup>
40	40' Flagpole	EA	1	4,263. <sup>00</sup>	4,263. <sup>00</sup>
41	Not Used			Not used	Not used
42	Loading Dock Wall	LS	1	13,164. <sup>00</sup>	13,164. <sup>00</sup>
43	Bollards 8"	EA	13	809.85	10,520. <sup>00</sup>
44	Bollards 12"	EA	2	828.50	1,657. <sup>00</sup>
45	Bollards Removable	EA	3	953. <sup>00</sup>	2,859. <sup>00</sup>
46	Trash Enclosure	LS	1	12,032. <sup>00</sup>	12,032. <sup>00</sup>
47	Not Used	-	-	Not used	Not used
48	Gravel Maintenance Strip	LF	652	15.83	10,318. <sup>00</sup>
<b>Water</b>					
49	4" PVC Water	LF	15	52.73	791. <sup>00</sup>
50	6" PVC Water	LF	1,795	21.10	37,875. <sup>00</sup>
51	10" PVC Water	LF	143	26.38	3,772. <sup>00</sup>
52	12" PVC Water	LF	244	63.60	15,445. <sup>00</sup>
53	12" DIP Water	LF	40	105.50	4,220. <sup>00</sup>
54	Fire Hydrant	EA	3	3,692.67	11,078. <sup>00</sup>
<b>Sewer</b>					
55	Manholes, Sanitary Sewer	VF	35	316.51	11,078. <sup>00</sup>
56	Frame and Cover, Sanitary Sewer	EA	5	401. <sup>00</sup>	2,005. <sup>00</sup>
57	4" PVC Sanitary Sewer	LF	50	23.22	1,161. <sup>00</sup>
58	6" PVC Sanitary Sewer	LF	181	28.49	5,156. <sup>00</sup>

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59	8" PVC Sanitary Sewer	LF	350	36.93	12,924. <sup>00</sup>
60	8" DIP Sanitary Sewer	LF	40	126.60	5,064. <sup>00</sup>
<b>Gas</b>					
61	3" Gas Service Line	LF	652	15.83	10,318. <sup>00</sup>
<b>Storm Drainage</b>					
62	6" PVC Storm	LF	518	26.37	13,662. <sup>00</sup>
63	8" PVC Storm	LF	815	36.93	30,094. <sup>00</sup>
64	12" PVC Storm	LF	245	29.54	7,237. <sup>00</sup>
65	12" HDPE Storm	LF	232	36.93	8,567. <sup>00</sup>
66	18" HDPE Storm	LF	1,152	47.47	54,691. <sup>00</sup>
67	24" HDPE Storm	LF	707	58.03	41,024. <sup>00</sup>
68	30" HDPE Storm	LF	459	81.24	37,287. <sup>00</sup>
69	Type 2 Ditch	LF	30	63.30	1,899. <sup>00</sup>
70	Type 4 Ditch	LF	3,488	14.77	51,518. <sup>00</sup>
71	Junction Box	EA	3	2,004.67	6,014. <sup>00</sup>
72	Type "B" Drop Inlets	EA	19	1,793.53	34,077. <sup>00</sup>
73	Type "G" Drop Inlets	EA	3	2,321. <sup>00</sup>	6,963. <sup>00</sup>
74	12" In-Line Yard Drain	EA	4	1,477. <sup>00</sup>	5,908. <sup>00</sup>
75	Drain Basin	EA	15	1,371.53	20,573. <sup>00</sup>
76	Trench Drain and Grate	LF	24	263.75	6,330. <sup>00</sup>
77	Concrete Headwall	EA	4	1,793.50	7,174. <sup>00</sup>
<b>BASE BID TOTAL</b>					<b>13,441,295.<sup>00</sup></b>

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BID ALTERNATES - ADDITIVE					
BID ALTERNATE #1 - Wash Rack					
19	7" Concrete Paving	SY	700	59.69	41,784. <sup>00</sup>
20	Free Draining Base Trench and Piping	LF	176	26.25	4,620. <sup>00</sup>
21	Fabric Separation	SY	700	1.05	735. <sup>00</sup>
81	1-1/2" PVC Water	LF	636	15.75	10,017. <sup>00</sup>
58	6" PVC Sanitary Sewer	LF	68	28.35	1,928. <sup>00</sup>
82	Cleanout, Sanitary Sewer	EA	1	158. <sup>00</sup>	158. <sup>00</sup>
83	Oil/Water Separator	EA	1	65,553. <sup>00</sup>	65,553. <sup>00</sup>
84	Vehicle Wash Rack	LS	1	131,400. <sup>00</sup>	131,400. <sup>00</sup>
				All. Total	256,195. <sup>00</sup>

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<i>BID ALTERNATE #2 - Fuel Point</i>					
19	7" Concrete Paving	SY	855	83.62	71,497.00
20	Free Draining Base Trench and Piping	LF	223	26.25	5,854.00
21	Fabric Separation	SY	855	1.05	898.00
58	6" PVC Sanitary Sewer	LF	110	28.35	3,119.00
60	8" DIP Sanitary Sewer	LF	40	126.00	5,040.00
82	Cleanout, Sanitary Sewer	EA	1	158.00	158.00
85	Fuel Point	LS	1	128,685.00	128,685.00
86	Fuel Dispensing System (Allowance)	LS	1	606,000.00	606,000.00
				Alt. Total	281,251.00

<i>BID ALTERNATE #3 - Security Fencing Upgrade</i>					
87	Upgrade to 8' Fabric	LS	1	5,250.00	5,250.00
				Alt. Total	5,250.00

<i>BID ALTERNATE #4 - Military Equipment Parking Concrete Paving</i>					
19	7" Concrete Paving	SY	9,393	55.69	523,064.00
21	Fabric Separation	SY	9,393	1.05	9,863.00
22	Fabric Woven (Deduct)	SY	-9,393	1.16	-10,849.00
23	Hardstand Paving (Deduct)	SY	-9,393	21.00	-197,253.00
				Alt. Total	324,825.00

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<i>BID ALTERNATE #5 - Loading Ramp</i>					
19	7" Concrete Paving	SY	1,390	49.03	68,148. <sup>00</sup>
20	Free Draining Base Trench and Piping	LF	40	26.25	1,050. <sup>00</sup>
21	Fabric Separation	SY	1,390	10.39	14,449. <sup>00</sup>
88	30' Double Swing Gate	EA	1	4,545. <sup>00</sup>	4,545. <sup>00</sup>
65	12" HDPE Storm	LF	130	36.75	4,778. <sup>00</sup>
72	Type "B" Drop Inlets	EA	2	1,785. <sup>00</sup>	3,570. <sup>00</sup>
89	Loading Ramp	LS	1	119,883. <sup>00</sup>	119,883. <sup>00</sup>
				Alt. Total	216,423. <sup>00</sup>



BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Brechbill & Helman Construction Co., Inc.  
of 1115 Sheller Ave., Chambersburg, PA 17201, as Principal, and Hartford Fire Insurance  
Company of One Hartford Plaza  
Hartford, CT 06115, a corporation organized and existing under the laws of the State of CT  
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five percent (5%) of the total 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  
Buckhannon Readiness Center, Buckhannon, West Virginia  
West Virginia Army National Guard  
WVARNG Buckhannon Readiness Center DEFK 13002

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  
17th day of September, 20 12.

Principal Corporate Seal

Brechbill & Helman Construction Co., Inc.

(Name of Principal)  
By [Signature]  
(Must be President or Vice President)

Michael L. Kissel, Vice President  
(Title)

Surety Corporate Seal

Hartford Fire Insurance Company  
(Name of Surety)

[Signature]  
Robert N. Striewig, Jr., Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

AGENCY \_\_\_\_\_ (A)  
 RFQ/RFP# \_\_\_\_\_ (B)

Bid Bond

- (A) WV State Agency  
 (Stated on Page 1 "Spending Unit")  
 Request for Quotation Number (upper  
 right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid  
 bond is 5% of total bid. You may state  
 "5% of bid" or a specific amount on  
 this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice  
 President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Signature of Attorney in Fact of the  
 Surety

NOTE: Dated, Power of Attorney with Raised  
 Surety Seal must accompany this bid  
 bond.

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal \_\_\_\_\_ (Q)  
 \_\_\_\_\_  
 (Name of Principal)  
 By \_\_\_\_\_ (S)  
 \_\_\_\_\_  
 (Must be President or  
 Vice President)  
 \_\_\_\_\_ (T)  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_ (U)  
 Surety Corporate Seal \_\_\_\_\_ (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.

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 44-411728

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*Robert N. Striewig, Jr., Anthony S. Phillips*  
of  
Wormleysburg, PA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, 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 still in full force effective as of *17<sup>th</sup> day of September, 2012*  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on

and extends for a period of  year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to  successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within  730 days  days.

**One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

**Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.



**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

**Commercial General Liability Insurance:**  
 or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

<input checked="" type="checkbox"/>	West Virginia Contractor's License
<input type="checkbox"/>	
<input type="checkbox"/>	
<input type="checkbox"/>	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or



other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

\$2,750.00 for the first day & \$1,500.00 /day for failure to complete the work

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
- 32. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <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 Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
39. **CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the



State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- | Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.



ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Contractor's License No.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
  - ii. Name of each subcontractor
  - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
  - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Brechbill & Helman Const. Co., Inc.

(Company)



(Authorized Signature)

Michael L. Kissel, Vice President

(Representative Name, Title)

(717) 263-4621

(Phone Number)

(717) 263-8498

(Fax Number)

September 17, 2012

(Date)

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signor affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Brechbill & Helman Const. Co., Inc.

Authorized Signature: [Signature], Vice President Date: September 17, 2012

State of Pennsylvania

County of Franklin, to-wit:

Taken, subscribed, and sworn to before me this 17 day of September, 2012.

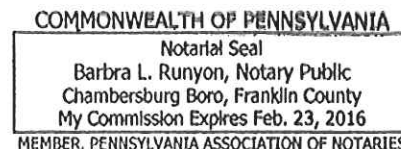
My Commission expires February 23, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]

*Purchasing Affidavit (Revised 07/01/2012)*





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

STATE OF Pennsylvania

COUNTY OF Franklin, TO-WIT:

I, Michael L. Kissel, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Brechbill & Helman Const. Co., Inc.; and,  
(Company Name)
- 2. I do hereby attest that Brechbill & Helman Const. Co., 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.

Brechbill & Helman Const. Co., Inc.  
(Company Name)

By: [Signature]

Title: Vice President

Date: September 17, 2012

Taken, subscribed and sworn to before me this 17 day of September, 2012

By Commission expires February 23, 2016

(Seal) **COMMONWEALTH OF PENNSYLVANIA**  
Notarial Seal  
Barbra L. Runyon, Notary Public  
Chambersburg Boro, Franklin County  
My Commission Expires Feb. 23, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

[Signature]  
(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.**

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**SECTION III – DESCRIPTION OF BID ITEMS**  
**Addendum No. 1**

<b>Bid Item 1:</b>	<b>Armed Forces Readiness Center</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	<p>The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional Armed Forces Readiness Center building and/or assembly as shown under Base Bid in the drawings and Specifications. The Readiness Center includes lobbies, corridors, administration space, recruiting and family support space, educational facilities, storage, locker rooms, physical training rooms, mail rooms, toilets, janitor closets, as well as mechanical, electrical, and data rooms. This item also includes Kitchen, Table Storage, Corridor section of the building which was previously listed as a separate bid item.</p> <p>This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation Subgrade for utilities and foundations, and grading within five feet of the building perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; veneer brick; structural steel; metal stud framing; pre-engineered; metal trusses; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; railings; doors; windows; finishes; casework; mechanical systems; electrical systems; fire suppression systems (see item 1a for separate line item pricing of Fire Pump); fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.</p>
<b>Measurement:</b>	Measurement will be based on completion of the work described and accepted by the Contraction Officer Technical Representative (COTR)
<b>Payment:</b>	Payment for item will be in accordance with the specifications
<b>Bid Item 1a:</b>	<b>Fire Pump</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional Fire Pump and associated items as shown under Base Bid in the drawings and Specifications.
<b>Measurement:</b>	Measurement will be based on completion of the work described and accepted by the Contraction Officer Technical Representative (COTR)
<b>Payment:</b>	Payment for item will be in accordance with the specifications

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<b>Bid Item 2:</b>	<b>Mobilization/Demobilization</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; establishment and removal of the contractor's field office and storage facilities, including fenced enclosure of staging area.
<b>Measurement:</b>	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.
<b>Payment:</b>	Payment for item will be in three installments. The first payment of 50 percent of the lump sum price will be made on the first estimate following partial mobilization including the placement or erection of the Contractor's office and storage facilities and the initiation of construction work. The second payment of 25 percent will be made on the next estimate following completion of substantial mobilization. The remaining 25 percent will be paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the Project.
<b>Bid Item 3:</b>	<b>General Administration</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	This work shall consist of performing the construction administrative duties associated with managing the construction of the Project as stated in Division 1 and throughout the Specifications, providing construction layout, providing temporary utilities for the site until 100% acceptance of the project by the COTR, and coordination of permanent utility installation and tie-in of site grading and access roads, administration and maintenance of all required permits for the project, including permit fees, and City of Fairmont Business and Occupation Taxes. In addition to any State and Federal permits, the City of Fairmont requires a "Grading, Filling, or Clearing" permit. West Virginia Department of Highways Encroachment and Highway Entrance Permits are included in this bid item.
<b>Measurement:</b>	Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.
<b>Payment:</b>	Payment for item will be in three installments. The first payment of 25 percent of the lump sum price will be made upon 25 percent of completion of the Project. The second payment of 50 percent will be made upon the completion of 75 percent of completion of the Project. The remaining 25 percent will be paid upon completion of the Project.
<b>Bid Item 4:</b>	<b>Project Quality Control</b>
<b>Unit:</b>	Lump Sum (LS)

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

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

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

**Bid Item 5: WVDOH Encroachment Permit (Allowance)**


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**Unit:** Lump Sum (L.S) (Allowance No. 1)

**Description:** This work shall consist of obtaining encroachment permit(s) for the access road tie-in, grading, and stormwater drainage on WVDOH right of ways as shown on the Plans or as required by the WVDOH. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** The Contractor will not bid on this work, but will be reimbursed the actual permit fee(s). The Contractor shall submit an estimate for the permit(s) to the COTR for approval prior to submitting the application(s).

**Payment:** This item shall be reimbursed by submitting the permit fee(s) receipt(s), based on acceptance of the encroachment(s) by the WVDOH and the COTR.

**Bid Item 6: Site Preparation**


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**Unit:** Lump Sum (L.S)

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

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

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



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<b>Bid Item 7:</b>	<b>Building Demolition</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	This work shall consist of the demolition of structures as shown on the plans, salvaging specified equipment and disposing of all materials off site in an approved landfill or other approved disposal facility.
<b>Measurement:</b>	There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.
<b>Payment:</b>	Payment shall be made at the contract per lump sum price upon satisfactory completion and acceptance by the COTR.
<b>Bid Item 8:</b>	<b>Sediment and Erosion Control</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	This item shall consist of furnishing, installation, maintenance and subsequent removal of necessary storm water structures, best management practices, and other work required to prevent escape of sediment from disturbed areas of project site. Also included is the preparation of a modification to the existing WV NPDES permit, submission, and administrative maintenance of any permits required by the West Virginia Department of Environmental Protection (WVDEP) or other agencies. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
<b>Measurement:</b>	There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.
<b>Payment:</b>	Payment for item shall be in three installments. The first payment of 50% of the lump sum price shall be made on the first estimate following issuance of a modification to the existing WV NPDES Construction Stormwater Permit and installation of best management practices required by the approved Stormwater Pollution Prevention Plan. The second payment of 25% shall be made on the next estimate following finish grading and stabilization of all waste and borrow areas. The remaining 25% shall be paid upon termination of the WV NPDES permit by the WVDEP for properly stabilizing the site, demobilization, and final completion of the Project.
<b>Bid Item 9:</b>	<b>Retention Pond</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	This work shall consist of constructing the sediment/retention pond as shown in the Plans. The work includes excavation, concrete, backfill, inlet and outlet structures, pipes, inlet and outlet protection, sediment removal and maintenance. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 10: Waste Removal**

**Unit:** Ton (TN)

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

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

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

**Bid Item 11: Utility Relocation (Allowance)**

**Unit:** Lump Sum (LS) (Allowance No. 2)

**Description:** This work shall consist of relocating the existing Mon Power guy pole to the new location shown on the Plans or as required by the utilities. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** The contractor will not bid on this utility work, but will be reimbursed the actual approved invoice cost. The contractor shall submit an estimate for the relocation work to the COTR for approval prior to execution.

**Payment:** This item shall be paid for the approved invoice from the utility company, based on acceptance of the relocation by the affected utility and the COTR.

**Bid Item 12: Unclassified Excavation**

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of, but is not limited to, unclassified excavation, loading and hauling of excavated material, placement and compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the COTR, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever materials

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encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation. Over-excavation and/or fill not shown on the Plans or specified herein shall be at the Contractor's expense, unless approved by the COTR prior to commencing such work.

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

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

**Measurement:** The method of measurement for determining the quantity of unclassified excavation required for grading work as described above shall be on a cubic yard for placed fill material which includes excavation, loading, hauling, placing and recompacting material to the surfaces as shown on the Plans. Method of measurement shall be before and after surveyed cross-sections of the fill area(s) and the average-end-area method for computing volume performed by a Professional Surveyor licensed in West Virginia. Cross sections are subject to the approval of the COTR. Fill placed outside the lines and grades in the plans will not be considered for payment.

Borrow areas (on- or off-site) shall be regraded and reclaimed, including sediment and erosion control and revegetation, at no additional cost to the COTR. Disposal of surplus and waste materials, if encountered, are incidental to this bid item and shall be performed at no additional cost to the COTR.

**Payment:** This item will be paid for at the contract unit price per cubic yard.

**Bid Item 13:** Lean Concrete Backfill

**Unit:** Cubic Yard (CY)

**Description:** This work consists of furnishing and complete installation of lean concrete backfill under the building footings and as directed by the COTR. Excavation, concrete, concrete placement, and disposal of excavated soils are included with this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

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<b>Bid Item 14:</b>	<b>Subgrade Preparation</b>
<b>Unit:</b>	Square Yard (SY)
<b>Description:</b>	This work shall include, but is not limited to, excavation, scarification, and recompaction of the top 24 inches of in-place subgrade under structures, building slabs, steps, and pavements in excavated areas. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work. Manipulation of the excavated material to achieve optimum moisture content shall be considered incidental to the work. If additional satisfactory soil fill is required to achieve subgrade elevations after compaction, it shall be considered incidental to the work.
<b>Measurement:</b>	Measurement shall be based on square yards of area completed for the work described. Material prepared beyond approved limits shall not be included in the measured quantity. Subgrade preparation of other areas, such as walkways and lawn areas, is incidental to earthwork and shall not be paid for by this bid item.
<b>Payment:</b>	Payment shall be made at the contract unit price per square yard.
<b>Bid Item 15:</b>	<b>Soil Drying</b>
<b>Unit:</b>	Ton (TN)
<b>Description:</b>	This work shall include, but is not limited to, quicklime application and mixing of stockpiles of existing satisfactory soils with high moisture content. The required demonstration of proposed techniques is incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.
<b>Measurement:</b>	The quantity of work completed shall be measured in tons of quicklime used as evidenced by weigh tickets for bulk loads or delivery slips for packaged materials certified by the contractor to be correct.
<b>Payment:</b>	Payment shall be made at the contract unit price per ton.
<b>Bid Item 16:</b>	<b>Removal and Replacement</b>
<b>Unit:</b>	Cubic Yard (CY)
<b>Description:</b>	This work shall include, but is not limited to, excavation, transportation and disposal of excavated materials, importation of satisfactory material, placement of new material, and compaction. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work. Manipulation of the excavated material to achieve optimum moisture content shall be considered incidental to the work.
<b>Measurement:</b>	Measurement shall be based on cubic yards of area completed for the work described as measured by the COTR or his designated representative. Excess material or material placed beyond approved limits shall not be included in the measured quantity.

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

**Bid Item 17: Over-Excavation**

**Unit:** Square Yard (SY)

**Description:** This work shall include, but is not limited to, excavation below subgrade, transportation and disposal of unsuitable materials, placement of geogrid and AASHTO #1 stone, and proof-rolling areas of unsuitable soils in locations directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 18: 6" Subsurface Drains**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of installation of 6" subsurface drains in locations specified on the plans or directed by the COTR. The drains are to be installed in locations that will intercept the maximum amount of seepage. Subsurface drain work includes dewatering, excavation, drainage fabric, stone, pipe, fittings, cleanouts and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be based on linear feet of drains in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings as typical pipe section in the pipe being measured.

**Payment:** This item shall be paid for at the contract price per linear foot.

**Bid Item 19: 7" Concrete Paving**

**Unit:** Square Yard (SY)

**Description:** This work consists of furnishing and complete installation of Portland cement concrete pavement, reinforcing, joints, sealants, and No. 57 aggregate at the areas as shown on the plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

7 September 2012

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

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

**Bid Item 20: Free Draining Base Trench and Piping**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of constructing free draining base trenches and outlet pipes in reasonably close conformity with the lines, grades, dimensions, and locations shown on the Plans or established by the COTR. Excavation, perforated pipe, filter material, outlet pipe, aggregate backfill, and disposing of all surplus material is included with this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** The quantity of work done shall be measured by the linear foot of free draining base trench installed, complete in place and accepted. The perforated pipe, geotextile, and aggregate backfill is a component of the free draining base trench. Length shall be determined from actual measurements once the free draining base trench is in place. No deductions shall be made for placement of the drop connection required at outlet pipe locations. Outlet pipes required from the free draining base trench to daylight or another drainage structure are incidental to this item.

**Payment:** The quantities, determined as provided above, shall be paid for at the contract unit price per linear foot.

**Bid Items 21-22: Fabric Separation, Fabric Woven**

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**Unit:** Square Yard (SY)

**Description:** This work shall consist of furnishing and installing geotextile fabric of designated types in pavement sections as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 23: Hardstand Paving**

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**Unit:** Square Yard (SY)

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**Description:** This work includes, but is not limited to, furnishing and complete installation of AASHTO #1 and WVDOH Class I aggregates for pavements. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

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**Bid Item 24: Pavement Marking**

**Unit:** Lump Sum (LS)

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

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

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

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**Bid Item 25: Wheel Stops**

**Unit:** Each (EA)

**Description:** This work includes, but is not limited to, furnishing and complete installation of plastic wheel stops as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** The quantity of work done shall be measured per each wheel stop completely installed.

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

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**Bid Item 26: Concrete Curbing**

**Unit:** Linear Foot (LF)

**Description:** This work shall includes, but is not limited to, the construction of cast-in-place concrete curbing at the locations shown on the Plans, or as directed by the COTR. This includes

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

**Measurement:** Curbing shall be measured along the front face of the section at the finish grade elevation.

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

**Bid Item 27: Signage**

**Unit:** Lump Sum (LS)

**Description:** This item includes, but is not limited to, furnishing and installing miscellaneous signs, stop, parking, informational, etc. as noted on the Plans or as directed by the COTR. Signs, posts, foundations, and necessary hardware are included. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 28: Gravel Apron**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of installation of the gravel apron in locations specified on the plans or as directed by the COTR. Gravel apron work includes excavation, geotextile fabric, stone, and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be based on linear feet of gravel apron in place, completed, and accepted by the COTR.

**Payment:** This item shall be paid for at the contract price per linear foot.

**Bid Item 29: Sidewalk**

**Unit:** Square Yard (SY)

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



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

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

**Bid Items 30-32: Type I Lawns, Type II Lawns, Type III Ground Cover**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of various types of lawns and ground cover as shown on the Drawings and specified in Section 329200, "Turfs and Grasses". The bid item shall include fine grading and preparing lawn areas, furnishing and applying soil amendments and fertilizers, seeding lawn areas, protection and maintenance of lawn areas. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 33: Farm Gate**

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**Unit:** Each (EA)

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

**Measurement:** Measurement shall be per each gate completely installed.

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

**Bid Items 34-37: 5' Personnel Gate; Double Swing Gate - 16'; Sliding Gate - 20', 24'**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of various types of gates for chain link fences and site security. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and locks. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be per each gate completely installed.

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

**Bid Item 38: Field Fencing**

**Unit:** Linear Foot (LF)

**Description:** This work consists of furnishing and complete installation of field fencing. The price will include clearing vegetation, excavating, backfilling, fence fabric, diagonal bracing, and wooden posts. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 39: Security Fencing**

**Unit:** Linear Foot (LF)

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

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

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

**Bid Item 40: 40' Flagpole**

**Unit:** Each (EA)

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

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

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

**Bid Item 41:** **NOT USED**

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**Bid Item 42:** **Loading Dock Wall**

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**Unit:** Lump Sum (LS)

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

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

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

**Bid Items 43-45:** **Bollards 8", 12", Removable**

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**Unit:** Each (EA)

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

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

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

**Bid Item 46:** **Trash Enclosure**

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**Unit:** Lump Sum (LS)

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

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

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

**Bid Item 47:** NOT USED

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**Bid Item 48:** Gravel Maintenance Strip

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of installation of the gravel maintenance strip in locations specified on the plans or as directed by the COTR. Gravel maintenance strip work includes excavation, geotextile fabric, stone, and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be based on linear feet of gravel maintenance strip in place, completed, and accepted by the COTR.

**Payment:** This item shall be paid for at the contract price per linear foot.

**Bld Items 49-53:** Water Line, PVC - 4", 6", 10", 12"; Water Line, DIP - 12"

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**Unit:** Linear Foot (LF)

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

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

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

**Bld Item 54:** Fire Hydrant

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**Unit:** Each (EA)

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

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

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

**Bid Item 55: Manholes, Sanitary Sewer**

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**Unit:** Vertical Foot (VF)

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

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

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

**Bid Item 56: Frame & Cover, Sanitary Sewer**

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**Unit:** Each (EA)

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

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

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

**Bid Items 57-60: Sanitary Sewer Line, PVC – 4", 6", 8"; DIP – 8"**

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**Unit:** Linear Foot (LF)

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

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

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

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**Bid Item 61: 3" Gas Service Line**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing 3" gas lines from the building to point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, valves, existing utility tie-ins, pavement restoration, and casing pipes. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

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**Bid Items 62-64: Storm Line, PVC - 6", 8", 12"**

**Unit:** Linear Foot (LF)

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

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

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

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**Bid Items 65-68: Storm Line, HDPE - 12", 18", 24", 30"**

**Unit:** Linear Foot (LF)

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

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

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

**Bid Item 69: Type 2 Ditch**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric and riprap. Excavation, shaping and lining and geotextile fabric are incidental.

**Measurement:** The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.

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

**Bid Item 70: Type 4 Ditch**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of the construction of open flow ways for surface drainage, using permanent erosion control matting. Excavation, shaping, seeding, and lining are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.

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

**Bid Item 71: Junction Box**

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**Unit:** Each (EA)

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**Description:** This work shall consist of installing pre-cast or cast-in-place concrete junction boxes for storm drainage. Pipe connection, bedding, excavation, backfill, fill, fittings, frames and covers, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be based on each junction box in place completed, and accepted by the COTR.

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

**Bld Items 72-73: Type "B" Drop Inlets, Type "G" Drop Inlets**

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**Unit:** Each (EA)

**Description:** This work shall consist of installing pre-cast or cast-in-place concrete inlets for storm drainage. Pipe connection, bedding, excavation, backfill, fill, fittings, grates, frames, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be based on each drain inlet in place completed, and accepted by the COTR.

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

**Bld Items 74-75: 12" In-Line Yard Drain, Drain Basin**

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**Unit:** Each (EA)

**Description:** This work shall consist of installing inlets for storm drainage. Inlets, grates, pipe, excavation, bedding, backfill, fill, fittings and pavement repairs are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be based on each drain inlet in place completed, and accepted by the COTR.

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

**Bld Item 76: Trench Drain & Grate**

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**Unit:** Linear Foot (LF)



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**Description:** This work shall consist of installing a vehicular trench drain for storm drainage. Pipe connection, bedding, excavation, backfill, reinforcement, concrete, fittings, frames and grates are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be based on linear foot of trench drain installed and accepted by the COTR, measured along the center-line from end of grate to end of grate.

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

**Bid Item 77: Concrete Headwall**

**Unit:** Each (EA)

**Description:** This work shall consist of installing cast-in-place concrete headwalls for storm drainage. Excavation, forming, reinforcement, concrete, pipe connection, aggregate bedding, backfill, and concrete finishing are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be for each headwall completely installed.

**Payment:** Payment shall be made at the contract unit price for each complete and in place.

**ALTERNATE BID ITEMS –**

**Alternate Bid Item 1 – Wash Rack**

**Description:** This work shall consist of adding a Vehicle Wash Rack and access to it. The grading and drainage associated with the wash rack are included in the base bid.

**Bid Item 81: Water Line, PVC – 1-1/2"**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing 1-1/2" water line. These prices shall fully compensate the Contractor for providing pipe, fittings, valves, bedding, excavation, backfill, concrete thrust blocks, concrete encasement, steel casing pipe, asphalt repair, curb stops, flushing, testing, coordination with the City of Buckhannon and agencies having jurisdiction for acceptance. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 82: Cleanout, Sanitary Sewer**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of cleanout. The unit price shall include furnishing and installing pipe, fittings, concrete apron, excavation, and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 83: Oil/Water Separator**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of an underground separator designed for gravity separation of free oils (hydrocarbons and other petroleum products) and settleable solids from wastewater. Excavation, backfill, concrete pad, bedding material, manways, piping and fittings to a point beyond the outline of the tank, alarm and control panel, electrical and data wiring, and vent piping are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 84: Vehicle Wash Rack**

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**Unit:** Lump Sum (LS)

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

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

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

**Alternate Bid Item 2 – Fuel Point**

**Description:** This work shall consist of adding a Vehicle Fuel Point and access to it. The grading and drainage are included in the base bid.

**Bid Item 85: Fuel Point**

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of installing a Fuel Point as shown in the Plans. Excavation, concrete, aggregate base, waterstops, associated drainage structures, piping, conduits, canopy system, bollards, and other ancillary equipment within the boundary created by the edge of the concrete pad are incidental to this item of work. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

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

**Bid Item 86: Fuel Dispensing System (Allowance)**

**Unit:** Lump Sum (LS) (Allowance No. 3)

**Description:** This work shall consist of adding a Fuel Dispensing System as shown in the Plans. This item is an allowance to be used for procurement of a dual compartment, UL 142 Model 10C1, 3,000 gallon and 500 gallon, storage and dispensing system via GSA Contract #07F-0512U; Bryant Fuel and Power Systems, Inc. of Bakersfield, California; 800-873-3566, POC George Adam. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

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

**Payment:** This item shall be paid for the approved invoice from the GSA contracted supplier of the system, based on acceptance of the installed system by the COTR.

**Alternate Bid Item #3 – Security Fencing Upgrade**

**Description:** This work shall consist of upgrading all security fencing, swing gates, sliding gates, and alternate bid items to an eight foot chain-link fabric height.

**Bid Item 87: Fencing/Gate Upgrade**

**Unit:** Lump Sum (LS)

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

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

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

**Alternate Bid Item #4 – Military Equipment Parking Concrete Paving**

**Description:** This work shall consist of installing 7" Concrete Paving instead of Hardstand Paving for the indicated areas within the Military Equipment Parking (MEP).

**Alternate Bid Item #5 – Loading Ramp**

**Description:** This work shall consist of adding a Loading Ramp in the MEP. The grading and drainage associated with this item are included in the base bid.

**Bid Item 88: Double Swing Gate – 30'**

**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of 30' double swing gates for chain link fences and site security. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and locks. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

**Measurement:** Measurement shall be per each gate completely installed.

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

**Bid Item 89: Loading Ramp**

**Unit:** Lump Sum (LS)

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

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

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

END OF SECTION

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEFK13002**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Brechbill & Helman Const. Co., Inc.

Company



Michael L. Kissel, Vice  
 Authorized Signature President

September 17, 2012

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV001290

**Classification:**

GENERAL BUILDING

BRECHBILL & HELMAN CONSTRUCTION CO  
DBA BRECHBILL & HELMAN CONSTRUCTION CO  
1115 SHELLER AVE  
CHAMBERSBURG, PA 17201

**Date Issued**

AUGUST 14, 2012

**Expiration Date**

AUGUST 14, 2013

*Bailea L. Runz*  
Authorized Company Signature

*Corporate  
Secretary*

*Michael A. Carl*  
Chair, West Virginia Contractor  
Licensing Board

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD

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