



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

Request for Quotation

RFQ NUMBER:
DEFK10004

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JOHN ABBOTT 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIV. ENGINEERING & FACILITIES
 CAMP DAWSON ARMY TRAINING SITE
 240 ARMY ROAD

 KINGWOOD, WV
 26537-1077 304-329-4417

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2009				

BID OPENING DATE: **09/24/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
<p>BUILDING CONSTRUCTION</p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT A MULTI-PURPOSE BUILDING AT THE WEST VIRGINIA ARMY NATIONAL GUARD CAMP DAWSON TRAINING FACILITY, KINGWOOD, WV, PER THE SPECIFICATIONS.</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 9/2/2009; 1:30 PM AT CAMP DAWSON, KINGWOOD, WV ----- . ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST-VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p>						

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<p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH</p>						

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<p>STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE</p>						

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

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<p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p>						

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	NO. 5					
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS</p>						

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<p>LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p>						

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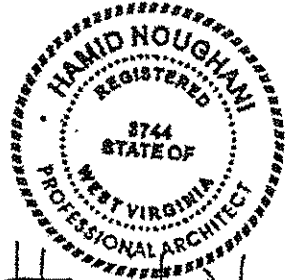
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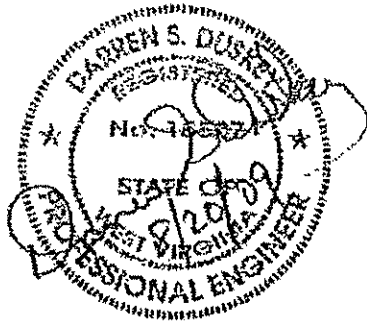


Hamid Noughani
8-20-09

West Virginia Army National Guard
Multi-Purpose Building
Camp Dawson
Kingwood, West Virginia

August 20, 2009
Bid Set

Volume 1 of 3



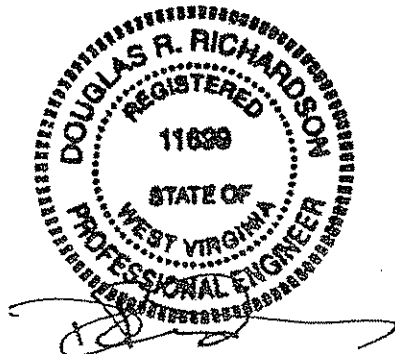
assemblage ARCHITECTS
410 D'Onofrio Drive
Madison, WI 53719
608 827 5047

369 Brockway Avenue
Morgantown, WV 26501



Site and Civil: AMEC
15933 Clayton Road, Suite 215
St. Louis, MO 63011

Structural: Moment Engineering
603 Peoples Bldg
179 Summers Street
Charleston, WV 25301



HVAC, Electrical, Plumbing, Fire protection:
McKinley and Associates
32 20th Street,
Wheeling, WV 26003

ADVERTISEMENT FOR BIDS

Sealed bids for the **Multipurpose Building** will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until the time and date listed in the State's Request for Quotations. Bids will be opened and publicly read aloud at that time.

The bidding documents consist of the Request for Quotations, plans, and specifications. The Request for Quotations can be obtained by contacting the WV Purchasing Division Bid Request Line at (304) 558-2063, or in writing by contacting the address listed below.

Request for Quotations may be obtained by contacting:

State Of West Virginia
Department Of Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305

One set of bidding documents or a CD that contains one set of bidding documents in PDF format for this project may be obtained by qualified prime contractors at the printer, Charleston Blueprint, 1203 Virginia Street East, Charleston WV, 25301 Telephone (304) 343-1063. No partial sets of plans are available.

The following schedule is the cost for acquiring a set of the bidding documents:

Cost for a full size set of bidding documents: \$ 400.00

Cost for a CD containing PDF files of the bidding documents: \$80.00

Please note that this is the actual cost of the documents, and is not a refundable deposit.

Bidding documents may also be examined at Architect's office or at one of the following locations during regular business hours:

Kan. Valley Builder's Assoc.
1627 Bigley Avenue
Charleston, WV 25302
304-342-7141

McGraw-Hill/F. W. Dodge
437 19th Street
Dunbar, WV 25064
304-766-6880/FAX 304-766-6882

Contractors Association of WV
2114 Kanawha Boulevard East
Charleston, WV 25311
304-342-1166/FAX 304-342-1074

Construction Employers Assoc. of North Central WV,
2794 White Hall Blvd.
White Hall, WV 26554
304-367-1290/FAX 304-367-0126

A pre-bid conference will be held Tuesday, September 02, 2009 at 1:30 pm at the project site. Attendance of pre-bid conference is mandatory for all prime bidders. One copy of any addendum will be provided to prime bidders that attend the pre-bid conference only.

SECTION I – BASE BID AND ALTERNATES

Dated: _____
(Bidder to insert date bid submitted)

SUBMITTED BY:

_____ (hereinafter called "Bidder")

For: Multi-Purpose Building
Camp Dawson
KINGWOOD, WEST VIRGINIA

QUALIFICATIONS OF BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations.

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 necessary for the satisfactory and complete construction of Mountaineer Challenge Academy, Kingwood, WV in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

For the Sum of: _____
_____ (\$ _____)

(The Base Bid is the summation of items as specified in Section II of the Bid Form.)

ALTERNATES:

Alternate #1: Provide lockers and locker bases as indicated on Drawing A101 and corresponding references.

For the Sum of: _____
_____ (\$ _____)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than 540 calendar days from Notice to Proceed. Total liquidated damages are \$1,500.00

for each day of delay for work not completed after contract completion date, plus a one time fixed cost of \$2,500.00 for Staff Judge Advocate Review and contract modification.

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 90 days.

SIGNATURE OF BIDDER:

Firm: _____

By: _____

Address: _____

Title: _____

Address: _____

Phone: _____

Address: _____

Fax: _____

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

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

The Architect shall be notified if the Bidder's takeoff varies significantly from the indicated quantities.

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
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PRIMARY FACILITY BASE BID:

Primary Facility: includes areas delineated within the boundaries identified as primary facility including but not limited to the building, associated concrete plaza and exercise track and all items not listed in site civil base bid or general condition base bid.

1		1	LS		
PRIMARY FACILITY BASE BID TOTAL					

GENERAL CONDITIONS BASE BID:

1	Mobilization/Demobilization	1	LS		
2	General Construction Administration	1	LS		
3	Quality Control	1	LS		
GENERAL CONDITIONS BASE BID TOTAL:					

CIVIL / SITE BASE BID

1	Sediment and Erosion Control	1	LS		
2	Site Preparation	1	LS		
3	Unclassified Excavation	630	CY		
4	Fill	5,752	CY		
5	Revegetation	1	LS		
6	Concrete Pavement(excludes plaza)	202	SY		
7	Wearing Course	14	TN		
8	Base Course	70	TN		
9	Free Draining Base	34	TN		
10	Fabric, Separation	170	SY		
11	Fabric, Woven	165	SY		
12	AASHTO #1 Stone	50	TN		
13	Class 1 Stone	42	TN		
14	Cast-in-place Concrete Curb	238	LF		
15	4" Gas Service Line	335	LF		
16	Underground Communications	415	LF		
17	Underground Electric primary (UP)	319	LF		
18	Water Line, 6"	405	LF		
19	6" PVC, Sanitary Sewer	70	LF		
20	Cleanout, Sanitary Sewer	1	EA		
21	Precast Concrete Manhole, Storm Sewer	3	EA		
22	Precast Concrete Manhole Tee, Storm Sewer	2	EA		
23	Precast Single Curb Inlet, Storm Sewer	1	EA		
24	Precast Area Inlet, Storm Sewer	3	EA		
25	24" x 24" Catch Basin Frame & Grate, Storm Sewer	1	EA		
26	Through Flow Cleanout, Storm Sewer	8	EA		
27	Concrete Collar, Storm Sewer	2	EA		
28	Grass Swale	600	LF		
29	6" PVC, Storm Sewer	590	LF		
30	12" PVC, Storm Sewer	233	LF		
31	15" PVC, Storm Sewer	135	LF		
32	48" RCP, Storm Sewer	452	LF		
33	48" RCP (Type 3), Storm Sewer	136	LF		
34	Utility Pole, New	1	EA		
35	Utility Pole, Relocated	1	EA		

CIVIL / SITE BASE BID TOTAL					
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BASE BID TOTAL					
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Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, GENERAL CONDITION BASE BID, and CIVIL SITE BASE BID.

Section III A: DESCRIPTIONS OF GENERAL CONDITION BID ITEMS

Bid Item 1: Mobilization/Demobilization

Unit: Lump Sum (LS)

Description: This item shall consist of Contractor mobilizing onto the work site at the beginning of construction, demobilizing from the work site when construction is complete and temporary construction facilities required by the Contractor in accordance with, but not limited to, specifications, and related terms and conditions of the contract. Work shall include, but not limited to, 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, storage facilities, to include fenced enclosure of staging area and temporary utilities.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum amount accordingly to the basis of Payment below. Maximum limitation for Mobilization/Demobilization will be no greater than ½ % of the base bid amount.

Payment: 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 includes, but not limited to, the placement or erection of the contractor's office and storage facilities, temporary utilities, etc. The second payment of 25% will be made paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the project.

Bid Item 2: General Construction Administration

Unit: Lump Sum (LS)

Description: This work shall consist of performing the construction administration duties associated with the management of the construction of the Project as outlined, but not limited to, Division I of the specification, providing construction layout, and coordination of permanent utility installation and tie-in of site grading and access roads with administration and maintenance of all required permits for 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 at the contract lump sum price, based on percentage of contract completion. .

Bid Item 3: Quality Control

Unit: Lump Sum (LS)

Description: The work shall consist of the performance of work specified in but not limited to preparation, performance, and furnishing all materials, labor, equipment, personnel to implement and effective manage the quality Control program.

Measurement: There will be no direct measurement of materials labor, equipment, and service provided by the Contractor in the execution of this item. Maximum limit on quality Control will be 2% of the base bid.

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

END OF SECTION

SECTION IIIB: DESCRIPTIONS OF CIVIL BID ITEMS

Bid Item 1: Sediment and Erosion Control

Unit: Lump Sum (LS)

Description: This item shall consist of furnishing, installation, maintenance and subsequent removal of necessary storm water structures and other work required to prevent escape of sediment from disturbed areas of project site.

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 at the contract lump sum price upon satisfactory completion of the work described.

Bid Item 2: Site Preparation

Unit: Lump Sum (LS)

Description: This work shall consist of the removal of trees and other vegetation, topsoil stripping and stockpiling, removal of existing utilities, protection/encasement of existing utilities, clearing and grubbing of all areas disturbed by the Contractor, temporary construction access points, and monitoring well abandonment.

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.

Bid Item 3: Unclassified Excavation

Unit: Cubic Yard (CY)

Description: This work shall consist of unclassified excavation, loading and hauling of excavated material, fill placement, 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 C&FMO, 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 encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation. Excavation for utilities, drainage pipes, and building foundations is not included in this bid item.

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 C&FMO.

Measurement: The method of measurement for determining the quantity of unclassified excavation shall be before and after surveyed cross-sections of the excavated material and the average-end-area method for computing volume.

Payment: This item shall be paid for at the contract unit price per cubic yard, which price and payment shall be full compensation for doing all the work herein described in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, quantity surveys and incidentals as necessary to complete the work.

Bid Item 4: Fill

Unit: Cubic Yard (CY)

Description: This work shall consist of providing satisfactory soil from an approved borrow source, material placement, compaction, final grading, shaping and contouring. The Contractor, with approval of the C&FMO, shall adjust the final grades as necessary to create a finished project. The Contractor shall fill to the lines and grades shown on the Plans. Final shaping and contouring of the areas shall be performed to the satisfaction of the C&FMO.

Measurement: The method of measurement for determining the quantity of fill shall be before and after surveyed cross-sections of the in-place material and the average-end-area method for computing volume.

Payment: This item shall be paid for at the contract unit price per cubic yard, which price and payment shall be full compensation for doing all the work herein described in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, quantity surveys and incidentals as necessary to complete the work.

Bid Item 5: Soil Conditioning

Unit: Square Yard (SY)

Description: This work shall consist of scarifying, hydrated lime application, mixing, compacting and rolling areas of existing satisfactory soils with high moisture content to a depth of 12" in locations directed by the C&FMO. The required demonstration of proposed techniques on test pads is incidental.

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 6: Over-excavation

Unit: Square Yard (SY)

Description: This work shall consist of 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 C&FMO.

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 7: Revegetation

Unit: Lump Sum (LS)

Description: This work shall consist of fine grading and preparing grassed areas, furnishing and applying soil amendments, fertilizers and seeding. This work covers all disturbed areas including drainage ditches, and areas disturbed by construction equipment access.

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 at the contract lump sum price upon satisfactory completion of the work described.

Bid Item 8: Concrete Pavement

Unit: Square Yard (SY)

Description: This work consists of furnishing and complete installation of Portland cement concrete pavement, reinforcing, joints, sealants, woven geotextile and gravel base at the areas as shown on the plans.

Measurement: In accordance with Section 501.22 of the WDVDOH Standard Specifications.

Payment: Payment shall be made at the contract unit price per square yard in accordance with Section 501.23 of the WDVDOH Standard Specifications.

Bid Item 9: HMA Wearing Course

Unit: Ton (TN)

Description: This work shall consist of furnishing and installing designated scratch course and wearing course asphalt in accordance with the Plans and Specifications. The completed pavement shall be accepted, with respect to compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

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

The quantities, determined as provided per the specifications, shall be paid for at the Contract unit prices bid for the items listed, which prices and payments shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, field laboratory, supplies and incidentals necessary to complete the work.

Adjustment of Price: Bituminous concrete found not in compliance with the tolerance requirements shall be paid for at an adjusted contract price specified

The payment adjustment to tonnage of work places is as follows:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-96	98
92-94	93
89-90	90
Less than 89	No acceptance

Bid Item 10: HMA Base Course

Unit: Ton (TN)

Description: This work shall consist of furnishing and installing designated base course asphalt in accordance with the Plans and Specifications. Scratch course is incidental to the overlaying wearing course. The completed pavement shall be accepted, with respect to compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

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

The quantities, determined as provided per the specifications, shall be paid for at the Contract unit prices bid for the items listed, which prices and payments shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, field laboratory, supplies and incidentals necessary to complete the work.

Adjustment of Price: Bituminous concrete found not in compliance with the tolerance requirements shall be paid for at an adjusted contract price specified

The payment adjustment to tonnage of work places is as follows:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-96	98
92-94	93
89-90	90
Less than 89	No acceptance

Bid Item 11: Free Draining Base

Unit: Ton (TN)

Description: This work consists of furnishing and complete installation of open graded free draining base course for pavements constructed in accordance with WVDOH Standard Specifications, 2000 edition, Section 311.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed on an approved standard scale or from digital print-out slips from an automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

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

Bid Items

12-13: Fabric Separation, Fabric Woven

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing geotextile fabric of designated types.

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.

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

Bid Item 14: AASHTO #1 Stone

Unit: Ton (TN)

Description: This work shall consist of furnishing and installing aggregates per specifications and to a depth as shown on the Plans.

Measurement: The quantities of work done shall be measured in tons of material placed.

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

Bid Item 15: Class 1 Stone

Unit: Ton (TN)

Description: This work consists of furnishing and complete installation of Class 1 aggregate course for pavements, sidewalks, equipment pads, etc.

Measurement: The quantity of work done shall be measured in tons of material placed, compacted and accepted by the C&FMO.

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

Bid Item 16: Cast-in-Place Concrete Curb

Unit: Linear Foot (LF)

Description: This work shall consist of the construction of cast-in-place concrete curbing in accordance with the Specifications at the locations shown on the Plans, or as directed by the C&FMO.

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 17: 4" Gas Service Line

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing gas line of various materials from the building to point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, valves, labor, equipment, tools and incidentals necessary to complete the item.

Measurement: Measurement shall be based on linear feet of gas line in place, completed, and accepted by the C&FMO. 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.

Bid Item 18: Underground Communications

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing conduits from the building to point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, concrete, excavation, backfill, sleeves, labor, equipment, tools and incidentals necessary to complete the item.

Measurement: Measurement shall be based on linear feet of duct bank in place, completed, and accepted by the C&FMO. It shall be measured along the centerline and shall include all fittings, pull ropes and appurtenances associated with the duct bank.

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

Bid Item 19: Underground Electric Primary (UP)

Unit: Linear Foot (LF)

Description: This work shall consist of conduit duct bank, hand holes, fused elbow load breaks, conductors, fiber, wires, extra pull ropes, trench and backfill required for the installation of underground electric and communications service.

Measurement: Measurement shall be based on linear feet of underground primary constructed in conformance with the plans and specifications.

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

Bid Item 20: Water Line, 6"

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing designated sizes of water line. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, concrete thrust blocks, asphalt repair, curb stops, labor, sleeves, utility system inspections, equipment, tools and incidentals necessary to complete the item.

Measurement: Measurement shall be based on linear feet of water line in place, completed, and accepted by the C&FMO and authorities having jurisdiction. 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.

Bid Item 21: 6" PVC Sanitary Sewer

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing PVC sanitary sewer piping. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fitting, cleanouts, area drains, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item.

Measurement: Measurement shall be based on linear feet of storm sewer piping in place, completed, and accepted by the C&FMO. 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.

Bid Item 22: Cleanout, Sanitary Sewer

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, 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 cleanout completely installed and accepted by the C&FMO.

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

Bid Items

23 - 26: Precast Concentric Manhole, Precast Eccentric Manhole, Precast Single Curb Inlet, Precast Area Inlet, Storm Sewer

Unit: Vertical Foot (VF)

Description: This work shall consist of furnishing and installing all material, labor and incidentals associated with the manholes, curb inlets and area inlet.

Measurement: Measurement shall be based on each manhole, curb inlet and area inlet in place, completed and accepted by the C&FMO and authorities having jurisdiction.

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

Bid Item 27: 24"x24" Catch Basin, Frame & Grate, Storm Sewer

Unit: Each (EA)

Description: This work shall consist of furnishing and installing all material, labor and incidentals associated with the catch basin.

Measurement: Measurement shall be based on each catch basin in place, completed and accepted by the C&FMO and authorities having jurisdiction.

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

Bid Item 28: Through Flow Cleanout, Storm Sewer

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, 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 cleanout completely installed and accepted by the C&FMO.

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

Bid Item 29: Concrete Collar, Storm Sewer

Unit: Each (EA)

Description: This work consists of complete installation of concrete collar. The unit price shall include furnishing all labor, tools, equipment, supplies, material, and incidentals required to complete the work.

Measurement: The quantity of work done shall be measured per each concrete collar completely installed and accepted by the C&FMO.

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

Bid Item 30: Grass Swale

Unit: Linear Foot (LF)

Description: This work shall consist of the construction of open flow ways for surface drainage, using temporary erosion control matting. Excavation, shaping, and lining 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 Items

31-33: 6" PVC, 12" PVC, 15" PVC, Storm Sewer

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of high polyvinyl chloride pipe for storm drainage. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item.

Measurement: In accordance with Section 604.12 and 604.13 of the WVDOH Standard Specifications. No separate payment shall be made for cleaning and testing of the pipe.

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

Bid Items

34-35: 48" RCP, 48" RCP (Type 3), Storm Sewer

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of reinforced concrete pipe for storm drainage. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item.

Measurement: In accordance with Section 604.12 and 604.13 of the WVDOH Standard Specifications. No separate payment shall be made for cleaning and testing of the pipe.

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

Bid Item 36: Utility Pole

Unit: Each (EA)

Description: This work shall consist of furnishing and installing utility pole for attachment of electric wires, communication wires, cable television wires, ancillary equipment and all material, labor, and incidentals associated with utility pole installation.

Measurement: The quantity of work done shall be measured per each utility pole completely installed and accepted by the C&FMO.

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

Bid Item 37: Utility Pole, Relocated

Unit: Each (EA)

Description: This work shall consist of removal and relocation of utility pole, electric wires, communication wires, cable television wires, ancillary equipment and all material, labor, and incidentals associated with utility pole relocation.

Measurement: The quantity of work done shall be measured per each utility pole relocated completely and accepted by the C&FMO

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

END OF SECTION



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

STATE OF _____

COUNTY OF _____, TO-WIT:

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

- 1. I am an employee of _____; and,
(Company Name)
- 2. I do hereby attest that _____
(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.

(Company Name)

By: _____

Title: _____

Date: _____

Taken, subscribed and sworn to before me this _____ day of _____.

By Commission expires _____

(Seal)

(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____