



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
DEFK10008

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
NATIONAL GUARD ARMORY
1516 MARY LOU RETTON DRIVE
FAIRMONT, WV
26554 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/11/2009				

BID OPENING DATE: **12/22/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-39		
<p>EXCAVATING SERVICES</p> <p>CONTRACT TO PROVIDE ALL LABOR AND EQUIPMENT TO EXCAVATE APPROXIMATELY 32 ACRES FOR FUTURE SITE DEVELOPMENT FOR THE WEST VIRGINIA NATIONAL GUARD, FAIRMONT, WV, PER THE SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 12/03/2009; 1:00 PM AT THE FAIRMONT NATL. GUARD, FAIRMONT, 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> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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>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> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG</p>						

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<p>RATES AS ESTABLISHED FOR MARION 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>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS</p>						

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	<p>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>() 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 PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL</p>					

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<p>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> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL</p>						

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<p>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> <p>NO. 5</p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....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 BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p>						

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<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 style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT (32)-----		
REQ. NO.:				DEFK10008-----		
BID OPENING DATE:				12/22/2009-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						

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***** THIS IS THE END OF RFQ DEFK10008 ***** TOTAL:						_____

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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

ADVERTISEMENT FOR BIDS

Sealed bids for the **Fairmont Armed Forces Reserve Center Site Development** project 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 Quotation, 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 obtain by contacting:

Finance and Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305
Phone: 304-558-2316

Plans and specifications for this project may be obtained by qualified prime contractors at the printer, Charleston Blueprint,- 1203 Virginia Street East, Charleston, West Virginia, 25301; 304-343-1063 (phone); 304-343-1095 (fax), 1-800-220-9625 (toll free).

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

Cost for a full-size set of bidding documents:	\$100.00
Cost for a half-size set of bidding documents:	\$85.00

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

Bidding documents may be examined at the following locations during regular business hours:

1. Kanawha Valley Builder's Association, 1627 Bigley Avenue, Charleston, WV 25302, 304-342-7141.
2. Construction Employers Assoc of North Central WV, 2794 White Hall Blvd, White Hall, WV 26554, 304-367-1290 phone, 304-367-0126 fax.
3. Contractor's Association of West Virginia, 2114 Kanawha Boulevard, East, Charleston, WV 25311, 304-342-1166 phone, 304-342-1074 fax.
4. McGraw-Hill/F.W. Dodge, 437 19th Street, Dunbar, WV 25064, 304-766-6880 phone, 304-766-6882 fax.

A pre-bid conference will be held at 1:00 p.m. on 3 December 2009 at the project site. Attendance of the pre-bid conference is mandatory for all prime bidders. Failure by any prime contractor to attend the pre-bid conference will result in disqualification of the bidder and the rejection of the contractor's bid. One copy of any addendum will be provided to prime bidders that attend the pre-bid conference only.

SECTION 00100 – INFORMATION AND INSTRUCTIONS TO BIDDERS

1. Pre-Bid Conference

A pre-bid conference will be held at the time stipulated in the “Request for Quotations” at the project site. Attendance at pre-bid conference is mandatory for prime bidders only. One copy of any addendum will be provided to those in attendance at the pre-bid only.

2. Receipt and Opening of Bids

Bids shall be properly executed and submitted according to instructions in the Request for Quotations.

The OWNER may consider informal any bid not prepared and submitted in accordance with these provisions and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within ninety (90) days after the actual opening of bids. Any bid received after the time and date specified will not be considered.

3. Bidder’s Representations

By submitting a Bid, The Bidder represents that:

- A. The Bidder and all subcontractors the Bidder intends to use have carefully and thoroughly reviewed the Bidding Documents and have found them complete and free from ambiguities and sufficient for the purpose intended.
- B. The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed.
- C. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.
- D. The Bidder and all workers, employees and subcontractors the Bidder intends to use are skilled and experienced in the type of construction represented by the Bidding Documents.
- E. The Bid is based solely upon the Bidding Documents, including properly issued written addenda, and not upon any other written representation.
- F. Neither the Bidder nor any of the Bidder’s employees, agents, intended suppliers or subcontractors have relied upon any verbal representations from the Owner, or the Owner’s employees or agents including Engineers, engineers or consultants, in assembling the Bid figure.

If any Bidder is in doubt as to the true meaning of any part of the Bidding Documents, the Bidder may submit to the Purchasing Division a written request for an interpretation thereof. The Bidder will be responsible for its prompt and actual delivery. An interpretation of Bidder’s Request will be made only by addenda. Questions regarding the bid process may be submitted to the State Purchasing Division at any time

4. Preparation of Bid

Each bid should be submitted on the prescribed form and in accordance with the Director of West Virginia Purchasing Division’s requirements.

business in the resident state of the Project, in the sum of one hundred percent (100%) of the amount of the contract, insuring the full and faithful performance of the work and payment in full for all materials, machinery, equipment and labor, and covering all the guarantees called for in the specifications and all other obligations arising thereunder. (See sample of Performance Bond-Labor and Material Payment Bond at conclusion of Information For Bidders). Bond forms must be submitted to the Purchasing Division within seven (7) calendar days of the bid opening.

10. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

Sales and Use Tax: This project is not exempt from state sales and use taxes.

12. Substitutions

Requests for approval of substitutions must be received by the Purchasing Division, by the date specified in the Request For Quotations for the submission of technical questions. To ensure clarity of the requests, faxed requests should not be submitted; vendors should submit said requests in writing by mail, hand deliver or email john.h.abbott@wv.gov.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when submitted with a completed "Request for Substitution (Prior to Bid)" form. Substitution requests must be accompanied by manufacturer's original product data information. Reproduced copies of manufacturer's product data will not be permitted and will be rejected. Burden of proof of merit of requested substitution is upon submitter; modifications of provisions of the Request for Substitution Form shall be stated on Contractor's letterhead and attached with request form and other attachments.

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

13. List of Proposed Subcontractor and equipment/Material Suppliers

The successful vendor should submit a listing of all subcontractors and all major equipment/material suppliers, along with the contractor's license number for each subcontractor, to the Purchasing Division within ten (10) working days of the award of the Contract. This information is to be provided on the "List of Proposed Subcontractors, Equipment/Material Suppliers." Only one subcontractor or equipment/material supplier may be listed for each work area. The successful vendor should establish the reliability and responsibility of all proposed subcontractors and equipment/material suppliers being proposed to perform the work, and verify availability of proposed subcontractors. The successful vendor may be requested within thirty (30) calendar days after award of the contract to furnish to the Purchasing

REQUEST FOR SUBSTITUTION (PRIOR TO BID)

This form must be submitted by a prime Bidder. Submissions by sub-bidders, suppliers or product representatives will not be accepted.

Instructions:

- 1. Include product description, manufacturer's specifications, drawings, photographs, performance and test data adequate for evaluation of the request.*
- 2. Include description of changes, if any, to Contract Documents required for the proper installation of proposed substitution.*
- 3. When more than one model or system is shown on data submitted, identify specific product, including model or system and all applicable accessories to be proposed as a substitute.*
- 4. Company with requirements of Document 00100 – Instructions to Bidders.*

To: Capitol Engineering, Inc
1206 Kanawha Blvd E, Suite 201
Charleston, WV 25301

Date: _____

Section: _____

Article: _____

Specified Product/Manufacturer: _____

Proposed Substitute: _____

The undersigned certifies that the following statements, unless modified on attachments, are correct:

1. The function, appearance, quality and warranty of the proposed substitution are equivalent or superior to the specified product or system.
2. The proposed substitution does not affect dimensions shown on Drawings.
3. The proposed substitution shall not change the building design, engineering design or detailing.
4. The proposed substitution shall have no adverse effect on other trades, the construction schedule or specified warranty requirements.
5. Maintenance and service parts shall be locally available for the proposed substitution.

Submitted by:

Engineer/Engineer's Review Comments:

Signature/Title: _____

_____ Accepted _____ Accepted as Noted

Prime Bidder: _____

_____ Not Accepted _____ Received too Late

Address: _____

_____ Not a Substitutable Item

Signature: _____

Telephone: _____

Review Date: _____

Attachments

SECTION I – BASE BID AND ALTERNATES

Dated: _____
(Bidder to insert date bid submitted)

SUBMITTED BY:

_____ *(hereinafter called "Bidder")*

West Virginia Contractor's License Number: WV _____

SUBMITTED TO: The State of West Virginia

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

**FAIRMONT AFRC SITE DEVELOPMENT
FAIRMONT, MARION COUNTY, WEST VIRGINIA**

All in accordance with the Drawings and Specifications as prepared by Capitol Engineering, Inc., 1206 Kanawha Blvd E, Suite 201, Charleston, WV 25301.

BASE BID:

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

ADDITIVES:

The stated Base Bid is subject to the following additions or deductions 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.)

ALTERNATES

Alternate Bid No. 1: Gas Line Relocation

ADD the sum of: _____
_____ (\$ _____)

SIGNATURE OF BIDDER:

Firm: _____

By: _____

Address: _____

Title: _____

Address: _____

Phone: _____

Address: _____

Fax: _____

Tax Cert#: _____

END OF SECTION I

FAIRMONT AFRC SITE DEVELOPMENT BID SHEET

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<i>SITE PREPARATION</i>					
<u>1</u>	Mobilization/Demobilization	<u>1</u>	LS	_____	_____
<u>2</u>	General Administration	<u>1</u>	LS	_____	_____
<u>3</u>	Project Quality Control	<u>1</u>	LS	_____	_____
<u>4</u>	Site Preparation	<u>1</u>	LS	_____	_____
<u>5</u>	Sediment and Erosion Control	<u>1</u>	LS	_____	_____
<i>EARTHWORK</i>					
<u>6</u>	Unclassified Excavation	<u>380,000</u>	CY	_____	_____
<u>7</u>	Coal Waste Disposal	<u>30,000</u>	CY	_____	_____
<u>8</u>	Soil Drying	<u>100</u>	TN	_____	_____
<u>9</u>	Soil Conditioning	<u>1,000</u>	SY	_____	_____
<u>10</u>	Over-Excavation	<u>500</u>	SY	_____	_____
<u>11</u>	6" Subsurface Drains	<u>1,000</u>	LF	_____	_____
<i>STORM DRAINAGE</i>					
<u>12</u>	Type 3 Ditch	<u>500</u>	LF	_____	_____
<u>13</u>	Type 4 Ditch	<u>1,000</u>	LF	_____	_____
<i>MISCELLANEOUS</i>					
<u>14</u>	Revegetation	<u>1</u>	LS	_____	_____
<u>15</u>	24' Double Swing Farm Gate	<u>1</u>	EA	_____	_____
<u>16</u>	Field Fencing	<u>1,500</u>	LF	_____	_____
				BID TOTAL	_____
<i>ALTERNATE BID ITEM #1 - Gas Line Relocation</i>					
<u>17</u>	Gas Line Relocation	<u>1</u>	LS	_____	_____
				TOTAL	_____

SECTION III – DESCRIPTION OF BID ITEMS

Bid Item 1: Mobilization/Demobilization**Unit:** Lump Sum (LS)**Description:** The work shall consist of activities including, 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; and storage facilities.**Measurement:** Measurement will be based on completion of the work described, prorated from lump sum amount according to the Basis of Payment below. Maximum limitation Mobilization/Demobilization will be 5% of base bid.**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 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.**Bid Item 2: General Administration****Unit:** Lump Sum (LS)**Description:** 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, and coordination of utility installation, 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.**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 lump sum price, based on percentage of contract completion.**Bid Item 3: Project 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 to implement the Quality Control Plan.

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 Contracting Officer's Technical Representative (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 encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation. Overexcavation 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. If unsuitable materials exist below the grades shown on the Plans, this material shall be removed with the prior approval of the COTR and shall be paid per the unit price for "Overexcavation".

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 excavation required for grading work as described above shall be on a cubic yard for excavated material which includes 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 excavation 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.

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 7: Coal Waste Disposal

Unit: Cubic Yard (CY)

Description: This work shall consist of, but is not limited to, unclassified excavation, loading and hauling of excavated material, placement and compaction, alkaline amendment, and shall include final grading, shaping and contouring of the excavation and fill 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.

proof-rolling areas of unsuitable soils in locations directed by the COIR. 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 11: 6" Subsurface Drains

Unit: Linear Foot (LF)

Description: This work shall consist of installation of subsurface drains of specified size in locations specified on the plans or directed by the COIR. 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 COIR. 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 12: Type 3 Ditch

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 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 13: Type 4 Ditch

Unit: Linear Foot (LF)

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 ALTERNATE #1, GAS LINE RELOCATION

Bid Item 17: Gas Line Relocation

Unit: Lump Sum (LS)

Description: This work shall consist of relocating the existing Dominion Hope gas distribution line to the new locations 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 COIR 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 COIR.

END OF SECTION

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: _____



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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED CONTRACTOR'S NAME AND ADDRESS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER B: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER C: INSURER'S NAME</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: INSURER'S NAME		INSURER B: INSURER'S NAME		INSURER C: INSURER'S NAME		INSURER D:		INSURER E:	
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INSURER D:													
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below				<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Employers liability includes coverage for W. Va. Code §23-4-2 (Mandolidis). Owner, Architect and Architect's Consultants are to be named as additional insureds. (Insert project's name and address)

CERTIFICATE HOLDER STATE AGENCY'S NAME AND ADDRESS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---

ACORD™ CERTIFICATE OF PROPERTY INSURANCE		DATE
PRODUCER INSURANCE AGENCY'S NAME AND ADDRESS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED CONTRACTOR'S NAME AND ADDRESS	COMPANIES AFFORDING COVERAGE	
	COMPANY A	INSURER'S NAME
	COMPANY B	
	COMPANY C	
	COMPANY D	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> FLOOD				<input type="checkbox"/> BUILDING <input type="checkbox"/> PERSONAL PROPERTY <input type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> EXTRA EXPENSE <input type="checkbox"/> BLANKET BUILDING <input type="checkbox"/> BLANKET PERS PROP <input type="checkbox"/> BLANKET BLDG & PP	\$ \$ \$ \$ \$ \$ \$
A	<input checked="" type="checkbox"/> INLAND MARINE TYPE OF POLICY Inst/Builder's Risk CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS <input type="checkbox"/> OTHER	(if applicable)			<input checked="" type="checkbox"/> BUILDING <input checked="" type="checkbox"/> TRANSIT <input checked="" type="checkbox"/> OFF-SITE <input type="checkbox"/> STORAGE	\$ CONTRACT AMT \$ 20% \$ 20% \$ \$
	<input type="checkbox"/> CRIME TYPE OF POLICY					\$ \$ \$
	<input type="checkbox"/> BOILER & MACHINERY					\$ \$
	<input type="checkbox"/> OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

 PROJECT NAME AND ADDRESS

SPECIAL CONDITIONS/OTHER COVERAGES

 Owner is to be named as additional insured.

CERTIFICATE HOLDER STATE AGENCY'S NAME AND ADDRESS	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
 RFQ/RFP# (B)

Bid Bond

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

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

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

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

NOW THEREFORE.

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

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

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

Principal Corporate Seal

(R)

(U)
 Surety Corporate Seal

 (Q)
 (Name of Principal)
 By (S)
 (Must be President or
 Vice President)
 (T)
 Title
 (V)
 (Name of Surety)
 (W)
 Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to
 transact surety insurance. Raised Corporate Seals must be affixed and a Power of
 Attorney must be attached.

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

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

LABOR AND MATERIAL PAYMENT BOND

P 29

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of
_____ Dollars (_____),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for

_____ in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, well and truly perform the contract, and shall pay off,
satisfy and discharge all claims of subcontractors, labors, materialmen and all persons furnishing material or doing work pursuant to the
CONTRACT and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner
and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens
which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it
shall remain in full force and effect.

Signed and sealed this * _____ day of _____ 20 _____

Principal Raised Corporate Seal (MUST BE AFFIXED)

(Contractor Name) (Seal)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager or Member)

Surety Raised Corporate Seal (MUST BE AFFIXED)

(Title)

(Surety)

BY: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory.
Please attach Power of Attorney

NOTE: Applicable sections of attached acknowledgments
must be completed and returned as part of the bond

*Power of Attorney must be certified on this date or later.

APPROVED AG 08-20-09

ACKNOWLEDGMENTS

P30

Acknowledgment by Principal if individual or Partnership

1 STATE OF _____
2 County of _____ to-wit:
3 I, _____, a Notary Public in and for the
4 county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
5 Given under my hand this _____ day of _____ 20 _____
6 Notary Seal 7: _____
(Notary Public)
8 My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

9 STATE OF _____
10 County of _____ to-wit:
11 I, _____, a Notary Public in and for the
12 county and state aforesaid, do hereby certify that _____
13 who as, _____ signed the foregoing writing for
14 _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation
15 Given under my hand this _____ day of _____ 20 _____
16 Notary Seal 17: _____
(Notary Public)
18 My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

19 STATE OF _____
20 County of _____ to-wit:
21 I, _____, a Notary Public in and for the
22 county and state aforesaid, do hereby certify that _____
23 who as, _____ signed the foregoing writing for
24 _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation
25 Given under my hand this _____ day of _____ 20 _____
26 Notary Seal 27: _____
(Notary Public)
28 My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner of Execution Approved

Attorney General

This _____ day of _____ 20 _____

By: _____
(Deputy Attorney General)

- 1 IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
- 2 IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) through (18)
- 3 SURETY MUST HAVE NOTARY COMPLETE LINES (19) through (28).
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
- 5 Notary enters date bond was witnessed. Must be the same as or later than signature date.
- 6 Affix Notary Seal
- 7 Notary affixes his/her signature.
- 8 Notary enters commission expiration date

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

- 9 Enter name of State.
- 10 Enter name of County.
- 11 Enter name of Notary Public witnessing transactions.
- 12 Enter name of Corporate Officer signing bond.
13. Enter Title of Corporate Officer signing bond (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
- 14 Enter name of Company or Corporation
- 15 Notary enters date bond was witnessed. Must be the same as or later than signature date
- 16 Affix notary Seal
- 17 Notary affixes his/her signature
- 18 Notary enters commission expiration date

ACKNOWLEDGMENT BY SURETY

- 19 Enter name of State.
- 20 Enter name of County.
- 21 Enter name of Notary Public witnessing transactions
- 22 Enter name of person having power of attorney to bind Surety Company.
- 23 Enter Title of person binding Surety Company.
- 24 Enter name of Insurance Company (Surety)
- 25 Notary enters date bond was witnessed. Must be the same as or later than signature date
- 26 Affix Notary Seal
- 27 Notary affixes his/her signature
28. Notary enters commission expiration date.

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a Name of attorney in fact must be listed.
- b Power of Attorney may not exceed imposed limitations
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed. (Signature may be facsimile)
- e. **Raised seal must be affixed.**

PERFORMANCE BOND

P32

KNOW ALL MEN BY THESE PRESENTS:

That _____
(Contractor name, complete address including ZIP Code and legal title)

as Principal, hereinafter called Contractor, and _____
(Surety name and complete address including ZIP Code)

_____ a corporation organized and existing under
the laws of the State of _____, with its principal office in the City of _____

as Surety, hereinafter called Surety, are held firmly bound unto _____
(Owner name, complete address including ZIP Code and legal title)

as Obligee, hereinafter called Owner, in the amount of _____

Dollars (_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors,

administrators, successors, and assigns, jointly and severally, firmly by these presents

WHEREAS, Contractor has by written agreement dated _____
_____ entered into a contract with Owner for _____

_____ in accordance with drawings and specifications prepared by _____

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if Contractor shall, promptly and faithfully Perform and CONTRACT, then this obligation shall be null and void, otherwise it shall remain in full force and effect

The Surety hereby waives notice of any alteration or extension of time made by the Owner

Whenever Contractor shall be, and declared by Owner to be in default under the CONTRACT, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1 Complete the CONTRACT in accordance with its terms and conditions, and

2 Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the CONTRACT in accordance with its terms and conditions in a timely manner

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of Owner.

Signed and sealed this * _____ day of _____ 20 _____

Principal Raised Corporate Seal (MUST BE AFFIXED)

(Contractor Name) (Seal)

BY: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager or Member)

(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED)

(Surety)

BY: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory.
Please attach Power of Attorney.

NOTE: Applicable sections of attached acknowledgments must be completed and returned as part of the bond

*Power of Attorney must be certified on this date or later.

APPROVED AG 08-20-09

ACKNOWLEDGMENTS

P33

Acknowledgment by Principal if individual or Partnership

- 1 STATE OF _____
- 2 County of _____ to-wit: _____
- 3 I, _____, a Notary Public in and for the _____
- 4 county and state aforesaid, do hereby certify that _____
whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
- 5 Given under my hand this _____ day of _____ 20 _____
- 6 Notary Seal _____ 7. _____
(Notary Public)
- 8 My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Principal if Corporation

- 9 STATE OF _____
- 10 County of _____ to-wit: _____
- 11 I, _____, a Notary Public in and for the _____
- 12 county and state aforesaid, do hereby certify that _____
- 13 who as, _____ signed the foregoing writing for
- 14 _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- 15 Given under my hand this _____ day of _____ 20 _____
- 16 Notary Seal _____ 17 _____
(Notary Public)
- 18 My commission expires on the _____ day of _____ 20 _____

Acknowledgment by Surety

- 19 STATE OF _____
- 20 County of _____ to-wit: _____
- 21 I, _____, a Notary Public in and for the _____
- 22 county and state aforesaid, do hereby certify that _____
- 23 who as, _____ signed the foregoing writing for
- 24 _____ a corporation,
has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation
- 25 Given under my hand this _____ day of _____ 20 _____
- 26 Notary Seal _____ 27 _____
(Notary Public)
- 28 My commission expires on the _____ day of _____ 20 _____

Sufficiency in Form and Manner
of Execution Approved

Attorney General

This _____ day of _____ 20 _____

By: _____

(Deputy Attorney General)

1. IF PRINCIPAL IS AN INDIVIDUAL OR PARTNERSHIP, HAVE NOTARY COMPLETE LINES (1) THROUGH (8).
2. IF PRINCIPAL IS A CORPORATION, HAVE NOTARY COMPLETE LINES (9) THROUGH (18).
3. SURETY MUST HAVE NOTARY COMPLETE LINES (19) THROUGH (28)
4. **Notaries must:**

ACKNOWLEDGMENT BY PRINCIPAL, IF INDIVIDUAL OR PARTNERSHIP

1. Enter name of State.
2. Enter name of County.
3. Enter name of Notary Public witnessing transactions.
4. Enter name of principal covered by bond if individual or partnership. (Must be Owner or General Partner of Sole Proprietorship or Partnership)
5. Notary enters date bond was witnessed. Must be the same as or later than signature date.
6. Affix Notary Seal
7. Notary affixes his/her signature
8. Notary enters commission expiration date

ACKNOWLEDGMENT BY PRINCIPAL IF CORPORATION

9. Enter name of State.
10. Enter name of County.
11. Enter name of Notary Public witnessing transactions
12. Enter name of Corporate Officer signing bond
13. Enter Title of Corporate Officer signing bond. (Must be President or Vice President of Corporation; Manager or Managing Member of Limited Liability Company)
14. Enter name of Company or Corporation
15. Notary enters date bond was witnessed. Must be the same as or later than signature date.
16. Affix notary Seal
17. Notary affixes his/her signature.
18. Notary enters commission expiration date

ACKNOWLEDGMENT BY SURETY

19. Enter name of State.
20. Enter name of County
21. Enter name of Notary Public witnessing transactions.
22. Enter name of person having power of attorney to bind Surety Company
23. Enter Title of person binding Surety Company
24. Enter name of Insurance Company (Surety).
25. Notary enters date bond was witnessed. Must be the same as or later than signature date
26. Affix Notary Seal
27. Notary affixes his/her signature
28. Notary enters commission expiration date

POWER OF ATTORNEY INSTRUCTIONS

Power of attorney for surety must be attached showing that it was in full force and effect on signature date indicated on the face of the bond. A raised corporate seal must also be affixed to the Power of Attorney form.

- a. Name of attorney in fact must be listed.
- b. Power of Attorney may not exceed imposed limitations
- c. Certificate date, the signature date of bond must be entered.
- d. Signature of authorizing official must be affixed (Signature may be facsimile)
- e. **Raised seal must be affixed.**