



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
DEFK12013

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/15/2012				

BID OPENING DATE: 06/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 5/22/2012 AT 10:00 AM AT THE CHILD DEVELOPMENT CENTER LOCATED ON COONSKIN DRIVE. DIRECTIONS TO THE SITE ARE MENTIONED IN THE SPECIFICATIONS. TECHNICAL QUESTION DEADLINE IS CLOSE OF BUSINESS ON 05/25/2012. DRAWINGS MAY BE OBTAINED ON THE PURCHASING BULLETIN OR BY CONTACTING CHARLESTON BLUEPRINT AT 304-343-1095. ***** PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND A BID BOND ARE REQUIRED WITH BID SUBMISSION. *****						
0001	1	JB		968-20		
INSTALLATION OF FACILITY UTILITIES						
THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DIVISION OF FACILITIES AND ENGINEERING, IS SOLICITING BIDS TO PROVIDE LABOR, MATERIALS AND EQUIPMENT NECESSARY TO INSTALL FACILITY UTILITIES AT THE CHARLESTON CHILD DEVELOPMENT CENTER (CDC), PER THE ATTACHED SPECIFICATIONS. INQUIRIES:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 05/25/2012. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115            EMAIL: TARA.L.LYLE@WV.GOV</p> <p style="text-align: center;">MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 05/22/2012 AT 10:00 AM AT THE CHARLESTON CDC LOCATED ON COONSKIN DRIVE IN CHARLESTON, 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</p>						

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<p>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 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>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4 (F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:            (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.</p>						

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<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 60 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 WAGE RATES AS ESTABLISHED FOR KANAWHA 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</p>						

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<p>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 UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p>						

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REV. 11/00						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
<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 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</p>						

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<p>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 &amp; 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 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</p>						

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<p>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> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH 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</p>						

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INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.  .....SIGNATURE .....COMPANY .....DATE  REV. 11/96  CONTRACTORS LICENSE  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.  WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.  BIDDER TO COMPLETE:  CONTRACTORS NAME: .....  CONTRACTORS LICENSE NO.: .....  THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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



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
DEFK12013

PAGE
10

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION

1707 COONSKIN DRIVE  
 CHARLESTON, WV  
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
05/15/2012				

BID OPENING DATE: 06/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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  
 DEFK12013

PAGE  
 11

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/15/2012				

BID OPENING DATE: 06/12/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----TL/32----- REQ. NO.:-----DEFK12013----- BID OPENING DATE:-----06/12/2012----- 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: ----- ***** THIS IS THE END OF RFQ DEFK12013 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

## I. SPECIAL PROVISIONS

### 1. LOCATION/SITE DESCRIPTION

The **Child Development Center** project is located along Coonskin Drive in Kanawha County, West Virginia.

#### Directions to Project Site:

From Charleston, take I-64/I-77 to exit 99, Greenbrier Street  
Travel north on Greenbrier Street (WV 114)  
Travel approximately 2.6 miles, turn left onto Coonskin Drive  
Travel approximately 0.8 miles and project is on right.

### 2. REFERENCE SPECIFICATIONS / DEFINITIONS

All references to "Owner" in these Specifications shall mean West Virginia Army National Guard (WVARNG).

All reference to "Engineer" in these Specifications shall mean the Owner's Engineer or authorized representative or the WVARNG.

All reference to "ASTM" shall mean the American Society of Testing and Material Specifications, Latest Edition unless otherwise noted.

All reference to "AASHTO Specifications" shall mean the Standard Specifications for Transportation Materials and Methods of Sampling and Testing by the American Association of State Highway and Transportation Officials, latest edition, and all subsequent addenda thereto.

All reference to "WVDOH Standard Specifications" shall mean State of West Virginia Department of Transportation, Division of Highways Standard Specifications for Roads and Bridges, adopted 2010, and all subsequent addenda thereto.

All references to the "Contractor" shall be understood to mean the successful bidder and or firm or corporation undertaking the execution of the work under the terms of these Specifications.

All reference to "OSHA" shall be understood to mean The Occupational Safety and Health Administration and the standards set in the Occupational Safety and Health Act of 1970.

### **3. SCOPE OF WORK**

The work covered by the Special Provisions and Technical Specifications consists of furnishing all labor, plant, power, equipment and supplies, and performing all operations necessary for the completion of the project. The Contractor shall perform all operations necessary for:

- Install water line and appurtenances
- Install sanitary sewer line and appurtenances
- Install four-inch conduit for future electrical service
- Install two four-inch conduits for future data and communications

The Contractor also shall be responsible for surveying, including establishing construction baseline, measuring and developing all completed quantities on the job, and for ordering, purchase and delivery of any and all materials required for construction or required for development of support areas. The Contractor shall perform all other operations as incidental to the program as specified herein.

### **4. BIDDERS TO EXAMINE LOCATION**

Prospective bidders are required to examine the locations of the proposed work and to determine, each in their own way, the difficulties which may be encountered in the prosecution of the same. The submission of a bid shall be prima facie evidence that such examination and determination have been made by the Bidder. No claims for additional compensation will be considered by the Owner based on obstruction or conditions at the location of the work, which may add to the difficulties or costs of construction, even though such obstructions or conditions are not shown on the contract plans or indicated in the other construction documents. Prospective bidders are advised that should they deem it necessary to obtain any subsurface samples of test borings etc., at the site, they should obtain their own permission from the Owner.

### **5. SCHEDULE OF WORK**

Before commencing work on this project, the Contractor shall prepare and submit a schedule of construction activities for written approval by the Owner.

The Contractor shall provide adequate supervision, labor, tools, equipment, and materials to prosecute the work energetically and complete the work within the time specified.

It is the intention not to delay the work for the checking of lines or grades, but if necessary, working operations shall be suspended for such reasonable time as the Engineer may require for the purpose. No special compensation shall be paid for the cost to the Contractor for any of the work or delay occasioned by checking lines and grades, by making other necessary measurements, or by inspection.

The Contractor's work hours for this project shall be from 7:00 a.m. to 7:00 p.m. Monday through Friday. Work on Saturday, Sunday and major holidays, as defined by the Engineer, will not be allowed on this project.

## 6. MEASUREMENT OF QUANTITIES

The Contractor shall be responsible for providing all necessary volumetric, dimension, and weight measurement equipment necessary to prosecute the work as shown on the Construction Drawings and to accurately determine quantities for payment of Contract Bid Items as approved by the Engineer. Such measurements and equipment shall be subject to the approval of the Engineer for use in this project.

## 7. BORROW (DISPOSAL) AREAS

All borrow (disposal) areas must be approved by WVARNG. Should the Contractor decide to obtain and utilize any borrow areas outside of construction limits, or move material from one property owner to another unless designated, the Contractor shall be responsible to obtain from the property owner(s) of the borrow areas, all necessary rights of entry, including rights of entry for WVARNG for inspection purposes. The said rights of entry agreement must state that the property owner(s) agree to indemnify and hold harmless the WVARNG from all liability and/or damages resulting from the contractor's use of property for which the contractor was to obtain rights of entry for borrow, disposal, access or other purposes. Said indemnification shall include, but is not limited to, liability and damages resulting from the contractor's failure to obtain any or not all the rights of entry; failure to obtain the proper rights of entry; failure to utilize appropriate language in the rights of entry agreements; or failure to obtain permission and signature of all persons or entities holding a legal interest in the subject property(ies) covered by the rights of entry.

The Contractor also shall submit a borrow area reclamation plan for prior approval by WVARNG. The Contractor shall observe the following NEPA compliance schedule relative to selecting and utilizing any off site borrow areas and or any waste disposal areas.

- a. No borrow (disposal) site operations will affect a site listed in, eligible or proposed to be listed in the National Register of Historic Places.
- b. No borrow (disposal) operations will be located within one-quarter mile of any Federally listed established or prospective component of the National Wild and Scenic River System under 16 USC 1274 and 1276.
- c. Borrow (disposal) site operations will not cause a significant encroachment within the base floodplain (CE.O. 11988: Floodplain Management).
- d. Borrow (disposal) site operations will not be located in or affect a critical habitat of a Federally listed endangered or threatened species under 16 USC 1531, et. seq.
- e. No borrow (disposal) operations will occur in wetland areas which are designated by appropriate agencies.

- f. Borrow (disposal) site operations will be consistent with any approved plans governing ambient air quality.
- g. Adherence to these mitigation measures does not relieve the Contractor of the obligation or responsibility to obtain any other Federal, State, or local approvals required to use borrow (disposal) areas and conduct such activities.
- h. Documentation: Copies of borrow (disposal) site approvals and concurrences will be submitted to the WVARNG prior to the commencement of reclamation activities.
- i. Site Monitoring: Borrow (disposal) activities will be monitored by the State to ensure compliance with contractual requirements, applicable Federal, State, and local laws, and any permit conditions.

## **8. DISPOSAL OF UNSUITABLE MATERIAL**

All waste areas shall be obtained in accordance with Special Provisions Section 7 of these specifications. All unsuitable materials (wood, trash, debris, and garbage) as determined by the Engineer, shall be wasted by the Contractor, at his/her expense, outside the limits of work.

The Contractor shall observe the NEPA compliance schedule relative to selecting and utilizing any off-site disposal areas in accordance with Special Provisions Section 7 of these Specifications.

## **9. INTERPRETATION OF APPROXIMATE ESTIMATE OF QUANTITIES**

The estimate of quantities of work to be done and/or materials to be furnished under the Special Provisions and Technical Specifications, as shown on the Contract Bid Schedule, is approximate and is given only as a basis of calculation upon which the award of the Contract is to be made. WVARNG reserves the right to increase or decrease any or all of the quantities of work or to omit any of them, as it may deem necessary.

## **10. SAFETY**

All regulations of the Occupational Safety and Health Act of 1970 (OSHA) are in effect for this Contract. WVARNG shall not be liable for any citations received by the Contractor as a result of failure to comply with applicable OSHA standards. Compensation is to be included in the various items of the Contract for the expense involved in complying with these standards. In addition, the Contractor shall comply with Section 107.7 of the WVDOH Standard Specifications regarding public convenience and safety.



**11. REGULATIONS**

All appropriate Township, County, State, and Federal Regulations shall apply to this Contract. It shall be the Contractor's sole responsibility to be aware of these regulations and to comply with them. WVARNG shall not be liable for any citations received by the Contractor. The Contractor shall keep the existing roads open and safe to public vehicular traffic at all times and shall provide appropriate barriers and warning devices as directed by the Engineer.

**12. LAWS TO BE OBSERVED**

The Contractor shall at all times, observe, comply with, and post as required all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work or applying to employees on the project as well as all orders or decrees which have been or may be promulgated or enacted by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees, or Contract. The Contractor shall protect and indemnify WVARNG and its representatives against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by the Contractor or by the Contractor's employees.

**13. PERMITS, LICENSES AND FEES**

The WVARNG shall provide the NPDES Stormwater permit from the Division of Water and Waste Management, a WVDOH Encroachment permit, the Water Quality Certification from the Division of Water and Waste Management and an ACOE Regional permit if required. The Contractor shall procure all other permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Permits required for this project may include but are not limited to: a Stream Activity permit from the WV Division of Natural Resources and burning permits from the WV Division of Forestry and WVDEP, Division of Air Quality. A copy of the permits as procured shall be furnished to the Owner prior to initiation of the work under this Contract.

**14. ELECTRICITY, WATER SUPPLY AND SANITARY FACILITIES**

There are no available supplies at the site of electricity and water and, additionally, there are no sanitary facilities. Arrangements for electric service, water supply and sanitary facilities shall be made by the Contractor, and all costs for such arrangements shall be borne by the Contractor at no additional cost to the Owner.

**15. UTILITIES AND OTHER OBSTRUCTIONS**

The Contractor shall be solely responsible to correctly locate all existing active underground and overhead utilities at the project site and take precautions to avoid

damage to them. Any existing utility lines damaged by the Contractor shall be replaced by the Contractor or repaired at no cost to the Owner. The Contractor shall notify the utility companies likely to be affected well in advance and before beginning any work within the project sites. In the event of damage to the existing utilities or other facilities, the Contractor shall notify the affected utility Owner(s) and the Engineer immediately and make, or have made, all necessary repairs and bear the expense thereof and resulting damaged caused thereby. It shall be the responsibility of the Contractor to arrange for relocating the utility lines, where required and as directed by the Engineer, in accordance with the guidelines set forth by the utility company, prior to beginning construction. The Contractor shall submit a cost estimate from the utility company to the WVARNG for approval prior to any utility relocation work. The Contractor will be reimbursed for actual charges invoiced by the Utility Company, except for utilities that are subject to regulation by the Public Service Commission, in which case, payment will be made directly to the affected utility by the WVARNG. The utility companies (and WVMIS) must be contacted by the Contractor at least one week prior to commencement of construction activities for the purpose of field locating and marking utility owned facilities within the project area.

The name, address, and phone number of the WVMIS Utility location service and of the utility companies are as follows:

WV 811  
1-800-245-4848 or dial 811  
<http://www.wv811.com>  
5608 MacCorkle Ave. SW  
South Charleston, WV 25309

## **16. SITE CLEANUP**

Before the project shall be considered as having been satisfactorily completed, the Contractor shall clean and remove, from the project site, all surplus and discarded materials, and equipment and shall further remove all debris and objectionable materials of any kind from areas used or disturbed by the construction operations within or within sight of the project area.

## **17. ROCK BLASTING**

All blasting operations shall be conducted in strict accordance with applicable State and Federal laws relating to rock blasting and the storage and use of explosives. The contractor shall maintain and keep in full force and effect blasting insurance to protect and indemnify the Owner and/or his agents or representative from claims for damages and shall defend all suits at law. The Contractor shall submit to the Owner a request for permission to blast rock, a reclamation plan for the area to be disturbed, and proof of blasting insurance coverage prior to initiating blasting operations. Failure to obtain approval for blasting prior to initiating the work will result in no payment for items utilizing this rock.

**18. TEMPORARY ACCESS ROADS**

The Contractor shall construct and maintain temporary access roads for convenient access to the various parts of the work, and for other necessary purposes incidental to the performance of this Contract. The location of access roads shall be approved by the Engineer prior to construction. No separate payment for construction and maintenance of such roads will be made. The Contractor shall erect such temporary fences or guards as may be necessary to keep unauthorized persons away from the work. Grading and surfacing of temporary access roads, excavations, fills and embankments for purposes of construction, or for convenience, beyond the limits of ordered excavations and all temporary fences and guards, shall be provided by the Contractor and shall be maintained in good condition. The Contractor shall be required to maintain all roads used by the hauling equipment in a dust-controlled condition. Upon completion, the Contractor shall return the disturbed areas to the approximate original condition as approved by the Engineer.

The contractor shall be required to obtain a right of entry agreement from any property owner(s) prior to the utilization or construction of any access outside of the construction limits shown on the plans. Such agreement shall require the property owner(s) to indemnify and hold WVARNG harmless from any and all injuries or damages, whatsoever, resulting from the Contractor's use of the property.

**19. TRAFFIC CONTROL**

The Contractor shall maintain and protect traffic, protect the work in progress, protect adjacent property from excess dust resulting from the construction and maintain traffic through, around, or adjacent to the construction area. All materials used for traffic control shall be in accordance with the current WVDOH manual: "Traffic Control for Streets and Highway Construction and Maintenance Operations." A copy of the operational plan accepted by the WVDOH shall be submitted to the WVARNG for approval prior to its implementation. All traffic control required during the work shall be considered incidental to the project.

**20. SITE CONDITIONS AND ENVIRONMENTAL PROTECTION**

Conditions at the site shall be examined by the Contractor, and the Contractor shall assume responsibility as to the contours and the character of the earth, rock, water and other items that may be encountered during the excavation and filling operations.

The Contractor shall be responsible for controlling and handling water encountered during construction, including dewatering of mine pools for mine seal installations, by providing equipment and labor to insure safe and proper construction. The Contractor shall submit a plan to the WVARNG at the pre-construction meeting for approval. The WVARNG's approval of this plan does not relieve the Contractor of his responsibility for controlling water.

The Contractor shall be responsible for the operation and maintenance of any required diversion or pumping facilities for removing ground water from work areas during the progress of the work under this Contract.

The Contractor shall be responsible for furnishing all materials, equipment, labor and incidentals necessary for the installation of silt barriers and check dams as designated in the drawings. Sediment control shall be placed on re-graded areas concurrent with construction and prior to revegetation.

The Contractor shall be responsible for implementing the measures called for in the NPDES Stormwater permit provided by the WVARNG for erosion and sediment control. Sediment control measures shall be in-place and operational prior to any disturbance occurring in the project area. The WVDEP's approval of this plan does not relieve the Contractor of his responsibility to be in compliance with any laws and/or permits.

The Contractor shall take any necessary steps to prevent erosion or silting problems from occurring and to minimize pollution or sedimentation of the stream. If any such problems develop, the Contractor shall be responsible to take immediate corrective action.

The Contractor shall be responsible for the repair or replacement of streets or driveways (blacktop, gravel & concrete), trees, shrubs, fences, and any other physical features that are disturbed by construction which were not included in the proposed scope of work for the project to original condition or better at his own expense.

The Contractor shall be responsible for the replacement of any existing boundary or corner markers disturbed by construction activities.

## **21. CONTROL AND REVIEW OF WORK BY THE ENGINEER**

All services rendered by the Engineer consist of professional opinions and recommendations made in accordance with generally accepted engineering practice. Under no circumstances is it the intent of the Engineer to directly control the physical activities of the Contractor or the Contractor's workmen's accomplishment of work on this project.

The presence of the Owner's Field Representative and/or Engineer at the site is to provide the Owner a continuing source of professional advice, opinions and recommendations based upon the Field Representative's and/or Engineer's observations of the Contractor's work and does not include any superintending, supervision or direction of the actual work of the Contractor or the Contractor's workmen.

Any construction review of the Contractor's performance conducted by the Engineer is not intended to include review of the adequacy of the Contractor's safety measures in, or near, the construction site.

## 22. CITATION OF OTHER SPECIFICATIONS

Whenever the Specifications for this Contract refer to the specifications of any society, institute, association or government organization, then such specifications cited shall become a part of this Contract as if written in full. Commonly used abbreviations have the following meanings:

ASTM - American Society for Testing Materials

ASA - American Standards Association

AWWA - American Water Works Association

AASHTO - American Association of State Highway and Transportation Officials

ACI - American Concrete Institute

WVDOT - West Virginia Department of Transportation

WVDOH - West Virginia Division of Highways

Where reference is made to a specification, it shall be the latest revision at the time called for bids, except as noted on the Plans or elsewhere herein.

## 23. NPDES STORMWATER PERMIT GUIDELINES

### VEGETATIVE PRACTICES

Except as noted below, stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven days after the construction activity in that portion of the site has permanently ceased.

- Where the initiation of stabilization measures by the fourth day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as conditions allow.
- Where construction activity will resume on a portion of the site within 21 days from when activities ceased, (e.g., the total time period that construction activity is temporarily halted is less than 21 days) then stabilization measures do not have to be initiated on that portion of the site by the seventh day after construction activities have temporarily ceased.

Areas where the seed has failed to germinate adequately (uniform perennial vegetative cover with a density of 70%) within 30 days after seeding and mulching must be reseeded immediately, or as soon as weather conditions allow.

Diversions must be stabilized prior to becoming functional.

## MAINTENANCE & INSPECTION

At a minimum, all erosion and sediment controls on the site will be inspected at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24-hour period.

All controls should be cleaned out when sediment reaches one half the sediment capacity of that control.

Inspection and maintenance records must be kept onsite.

## 24. AWARD

The contract will be awarded to the vendor with the most complete bid with the lowest total meeting all of the specifications.

## II. TECHNICAL SPECIFICATIONS

The technical requirements shall be governed by Sections 200 through 700 of the West Virginia Department of Transportation, Division of Highways Standard Specifications, Roads and Bridges adopted 2010 as amended by West Virginia Department of Transportation, Division of Highways Supplemental dated January 1, 2012.

APPENDIX A – TEST BORING LOG

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Project Name: **Charleston Complex Access Road  
Kanawha County, West Virginia**

Project Number: **W11-132**

000021

**BORING NO.**  
**R-1**

Elevation	Depth, feet	Sample Type	Symbol / USCS	Location:	Offset:	Recovery %	RQD	Penetration Blows / 6 inches	HCSI	Moisture %	Silt and Clay %	Sand %	Liquid Limit	Plasticity Index
				Surface El.: <b>752.3 ft.</b>										
				<input type="checkbox"/> Split Spoon <input checked="" type="checkbox"/> Shelby Tube <input type="checkbox"/> Rock Core <input type="checkbox"/> Bag Sample										
MATERIAL DESCRIPTION														
750	5			Brown <b>SANDY CLAY</b> with rock fragments, moist, medium stiff				3-4-3						
								2-3-3						
								3-3-4						
745	10			Brown <b>SAND</b> , damp, dense		7.0								
								8-30-13						
								18-17-15						
740	15			Gray <b>SHALE</b> with occasional sandstone layers, soft to medium hard, weathered		12.5								
								50/0"						
								25-50/3"						
735	20					20.3								
								50/1"						
								50/3"						
730				Bottom of Test Boring @ 20.3 ft.										
725														

WVDOT LOG W11-132.GPJ NGELOGS.GDT 11/9/11

Completion Depth: **20.3 ft.**

Date Boring Started: **10/27/11**

Date Boring Completed: **10/27/11**

Engineer/Geologist: **MDF**

Driller: **F. Moore**

Remarks: **Boring was noted as being dry during operations and at boring completion.**

Depth to Water @ 24 hrs.: **---**

**Novel Geo-Environmental**

The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.



Project Name: **Charleston Complex Access Road  
Kanawha County, West Virginia**

**BORING NO. 000025**  
**R-2**

Project Number: **W11-132**

Elevation	Depth, feet	Sample Type Symbol / USCS	Location:                      Offset:		Recovery %	RQD	Penetration Blows / 6 inches	HCSI	Moisture %	Silt and Clay %	Sand %	Liquid Limit	Plasticity Index
			Surface El.: <b>794.0 ft.</b>										
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>☒ Split Spoon      ☒ Shelby Tube</p> <p>■ Rock Core        □ Bag Sample</p> </div> </div>													
MATERIAL DESCRIPTION													
							10-28-50/3"						
							28-50/3"						
790	5						50/4"						
							50/2"						
785	10						50/2"						
							50/5"						
780	15						50/5"						
							35-25-28						
775	20						39-26-28						
							30-50/3"						
770	25						50/2"						
							50/2"						
765	30												

WV/DOT LOG W11-132.GPJ NGELOG.GDT 11/11/11

Completion Depth: **41.4 ft.**

Date Boring Started: **10/27/11**

Date Boring Completed: **10/27/11**

Engineer/Geologist: **MDF**

Driller: **F. Moore**

Remarks: **Boring was noted as being dry during operations and at boring completion.**

Depth to Water @ 24 hrs.: **---**

**Novel Geo-Environmental**

The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.



Project Name: **Charleston Complex Access Road  
Kanawha County, West Virginia**  
Project Number: **W11-132**

**BORING NO.  
R-2**

Elevation	Depth, feet	Sample Type	Symbol / USCS	Location:                      Offset:		Recovery %	RQD	Penetration Blows / 6 inches	HCSI	Moisture %	Silt and Clay %	Sand %	Liquid Limit	Plasticity Index
				Surface El.: <b>794.0 ft.</b>										
				<input checked="" type="checkbox"/> Split Spoon <input checked="" type="checkbox"/> Shelby Tube <input type="checkbox"/> Rock Core <input type="checkbox"/> Bag Sample										
<b>MATERIAL DESCRIPTION</b>														
								50/1"						
								50/1"						
760	35					34.5		50/3"						
								50/3"						
755	40					40.5		23-18-50/5"						
						41.0								
						41.4								
						Bottom of Test Boring @ 41.4 ft.								
750	45													
745	50													
740	55													
735	60													

WV DOT LOG W11-132.GPJ NGBELOG.GDT 11/1/11

Completion Depth:	<b>41.4 ft.</b>
Date Boring Started:	<b>10/27/11</b>
Date Boring Completed:	<b>10/27/11</b>
Engineer/Geologist:	<b>MDF</b>
Driller:	<b>F. Moore</b>

Remarks: **Boring was noted as being dry during operations and at boring completion.**

Depth to Water @ 24 hrs.: ---

**Novel Geo-Environmental**

The stratification lines represent approximate strata boundaries. In situations, the transition may be gradual.

APPENDIX B – BID SCHEDULE

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Installation of the Charleston CDC Facility Utilities

Contractor's Bid Sheet

Vendors Name: \_\_\_\_\_

The WVARNG reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
WATERLINE					
670004-161	404	3 INCH DUCTILE IRON PIPE, TYPE I, CLASS 50	LF	\$	\$
670004-202	1,696	6 INCH DUCTILE IRON PIPE, TYPE II, CLASS 50	LF	\$	\$
670009-200	1	6 INCH GATE VALVE AND VALVE BOX	EA	\$	\$
670004-222	70	8 INCH DUCTILE IRON PIPE, TYPE II, CLASS 50	LF	\$	\$
670010-300	35	16" WATER LINE CASING	LF	\$	\$
670013-200	1	6 INCH FIRE HYDRANT	EA	\$	\$
SANITARY					
675008-202	376	6 INCH DUCTILE IRON SEWER PIPE, TYPE II, CLASS 50	LF	\$	\$
675014-001	3	MANHOLE COMPLETE, INCLUDING CASTING	EA	\$	\$
ELECTRIC CONDUIT					
670007-018	1142	4 INCH PLASTIC PIPE, SCHEDULE 80	LF	\$	\$
COMMUNICATIONS CONDUIT					
670007-018	1152	4 INCH PLASTIC PIPE, SCHEDULE 80	LF	\$	\$
<b>TOTAL</b>					\$

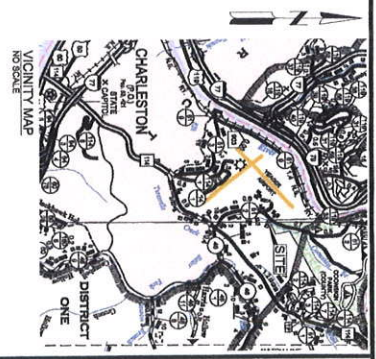
Bidder's Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



# WEST VIRGINIA ARMY NATIONAL GUARD

CHILD DEVELOPMENT CENTER  
UTILITY UPGRADES



*James A. Bumgarner Jr.*  
15612  
REGISTERED  
ENGINEER  
STATE OF WEST VIRGINIA  
PROFESSIONAL  
514112

**SHEET INDEX**

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CLIENT: WEST VIRGINIA ARMY NATIONAL GUARD  
 MAIL: 11752.0  
 DATE: 02-06-2012  
 DRAWN BY: WND  
 CHECKED BY: JAB  
 PROJECT NO.: 11752.0

**TITLE SHEET**

Sheet of 1 of 8  
**C-100**

**WV ARMY NATIONAL GUARD**  
**CHILD DEVELOPMENT CENTER**  
**UTILITY UPGRADES**  
 CONSTRUCTION & FACILITIES MANAGEMENT OFFICE  
 DESIGN AND CONSTRUCTION BRANCH  
 1707 COONSKIN DRIVE  
 CHARLESTON, WV 25311

**Mead & Hunt**  
 Mead & Hunt, Inc.  
 400 Tracy Way, Suite 200  
 Charleston, WV 25312  
 Phone: 304.745.5712  
 meadhunt.com

SUMMARY OF QUANTITIES

ITEM NO.	DESCRIPTION	UNITS	QUANTITY
<b>WATERLINE</b>			
67004-1B	3 INCH DUCTILE IRON PIPE, TYPE I, CLASS 50	LF	424
*	CONNECT 8" DIP TO EX	LS	1
*	3" DIP 45 DEG BEND	EA	2
*	3" DIP TEE	EA	1
67004-2D2	6 INCH DUCTILE IRON PIPE, TYPE II, CLASS 50	LF	1,488
*	CONNECT 8" DIP TO EX	LS	1
*	8" ACV	EA	1
67009-500	8 INCH GATE VALVE AND VALVE BOX	EA	1
*	8" DIP 45 DEG BEND	EA	3
*	8" DIP 90 DEG BEND	EA	1
*	8" X 8" DIP REDUCER	EA	2
*	8" DIP TEE	EA	1
67004-2Z2	8 INCH DUCTILE IRON PIPE, TYPE II, CLASS 50	LF	70
*	8" DIP 90 DEG BEND	EA	1
67001-D-900	18" WATER LINE CASING	LF	25
*	CONCRETE CHANNEL, DEMO	LS	1
*	CONCRETE CHANNEL, REPAIR	EA	1
67001-S-900	5 INCH FIRE HYDRANT	EA	1
*	BACKFLOW PREVENTER	EA	1
*	VALVE	EA	1
<b>SANITARY</b>			
67508-502	6 INCH DUCTILE IRON SEWER PIPE, TYPE II, CLASS 50	LF	376
67501-D-011	MANHOLE COMPLETE, INCLUDING CASTING	EA	3
<b>ELECTRIC CONDUIT</b>			
67001-D-18	4 INCH PLASTIC PIPE, SCHEDULE 80	LF	1,142
<b>COMMUNICATIONS CONDUIT</b>			
67001-D-18	4 INCH PLASTIC PIPE, SCHEDULE 80	LF	1,182

FOR INFORMATION ONLY



Mead & Hunt, Inc.  
400  
Cameron, WV 25311  
Phone: 304-935-8712  
mead@hunt.com

WV ARMY NATIONAL GUARD  
CHILD DEVELOPMENT CENTER  
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CHARLESTON, WV 25311

GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH THE CURRENT WEST VIRGINIA DEPARTMENT OF HIGHWAYS STANDARD SPECIFICATIONS ROAD AND BRIDGES PLUS CURRENT SUPPLEMENTAL SPECIFICATIONS AND STATE AND LOCAL HEALTH DEPARTMENT REGULATIONS.
2. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE BEGINNING SITE UTILITY CONSTRUCTION.
3. MAINTAIN POSITIVE DRAINAGE AND EROSION CONTROL IN ALL LOCATIONS DURING ALL PHASES OF CONSTRUCTION.
4. LOCATE AND CORROBORATE WITH ALL BELOW AND ABOVE GROUND UTILITIES.
5. UNLESS OTHERWISE NOTED, RESTORE AND SEED ALL AREAS DISTURBED BY CONSTRUCTION.
6. FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EACH POINT OF CONNECTION TO EXISTING UTILITIES.
7. UNLESS OTHERWISE NOTED, CONTRACTOR IS RESPONSIBLE FOR TRENCHING AND BACKFILLING, CUTTING AND PATCHING OF DISTURBED PAVEMENT AND SIDEWALKS.
8. PROVIDE LONG SWEEPING BEHIND FOR UNDERGROUND CABLE, DATA, COMMUNICATIONS, AND ELECTRIC CONDUIT.
9. CONTRACTOR IS RESPONSIBLE FOR ALL T&P FEES.
10. CONTRACTOR SHALL COORDINATE ALL WORK WITH ASSOCIATED UTILITY COMPANIES PRIOR TO BEGINNING WORK AND SHALL FURNISH AND INSTALL ANY ADDITIONAL ITEMS FOR THE IN-TILITY LINE BY REQUEST OF ASSOCIATED UTILITY COMPANY AT NO ADDITIONAL COST TO OWNER.
11. PROPOSED STRUCTURE TOPS SHALL BE RAISED OR LOWERED TO ACCOMMODATE NEW FINISH GRADES.
12. NEW BUILDING, SITE GRADING, AND SITE FEATURES OTHER THAN UTILITIES ARE SHOWN FOR PLAN READABILITY ONLY. REFER TO OTHER SITE DRAWINGS FOR SITE LAYOUT DETAILS.
13. ALL CONDUIT SHALL BE INSTALLED WITH A MINIMUM OF 36" OF COVER MAINTAIN A MINIMUM OF 36" OF COVER AT UTILITY CROSSINGS. CONTRACTOR SHALL COORDINATE WITH OTHER ELECTRIC COMPANY REQUIREMENTS.
14. MAINTAIN A MINIMUM OF 10 FEET HORIZONTAL SEPARATION BETWEEN SANITARY SEWER LINES AND WATER LINE FOR PARALLEL INSTALLATIONS WHERE CROSSINGS OCCUR. WATER LINE SHALL MAINTAIN A MINIMUM OF 18 FEET VERTICAL SEPARATION WITH THE WATER LINE INSTALLED ABOVE THE SANITARY SEWER LINE.
15. INSTALL BACKFILL STABILIZERS FOR TRENCH BACKFILL WHERE REQUIRED.
16. ALL BEHIND WATER LINES SHALL BE RESTRAINED USING METALLIC RESTRAINTS.
17. TWO 4" CONDUIT FOR DATA AND COMMUNICATIONS WIRE ROUTING, COORDINATE LOCATION WITH WV ARMY NATIONAL GUARD.
18. ALL CONDUIT MUST BE 6" SCHEDULE 80 PVC INSTALLED WITH A NYLON PULL ROPE.

WATERLINE NOTES

1. METALLIC LOCATION TAP SHALL BE INSTALLED WITH A MINIMUM OF 21 FEET BELOW THE GROUND SURFACE.
2. IN ADDITION, COPPER TAPPER WIRE SHALL BE INSTALLED WITH THE PIPE.
3. ITEMS OF WORK NOTED ON THE PLANS AND NOT SPECIFICALLY COVERED BY A TAP TREATISE TO BE DECLARED A NON-PAY ITEM. THE COST OF SUCH WORK SHALL BE INCLUDED IN THE VARIOUS ITEMS OF PAYMENT. EXAMPLE: WORK ASSOCIATED WITH INSTALLATION OF FITTINGS, CONNECTIONS, ETC.
4. CONCRETE TRENCH BLOCKS SHALL BE PROVIDED AT ALL DIRECTIONS AND SIZE CHANGES. SEE THINSLT BLOCK BEARING AREA TABLE. KEEP ALL FLANGE CONNECTIONS FREE AND CLEAR OF CONCRETE.
5. THE INFORMATION SHOWN ON THE DRAWINGS CONCERNING THE SIZE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR MAY BE NECESSARY TO AVOID DAMAGE TO THEM.
6. CONTRACTOR SHALL NOTIFY UTILITY OF (WV:1-800-246-4848) 72 HOURS IN ADVANCE OF START OF CONSTRUCTION ACTIVITIES. CONTRACTOR IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO EXISTING UNDERGROUND OR ABOVE GROUND UTILITIES.
7. ALL WORK SHALL COMPLY WITH THE CURRENT WEST VIRGINIA DEPARTMENT OF HIGHWAYS STANDARD SPECIFICATIONS ROAD AND BRIDGES PLUS CURRENT SUPPLEMENTAL SPECIFICATIONS.
8. THE CONTRACTOR SHALL PROVIDE THE CONTRACTOR AND CONCRETE TESTING NECESSARY FOR HIS QUALITY CONTROL AND AS REQUIRED BY THE WEST VIRGINIA CONSTRUCTION MANUAL IN ACCORDANCE WITH SECTION 607 OF THE STANDARD SPECIFICATIONS. COPIES OF THESE TESTS SHALL BE MADE AVAILABLE TO THE OWNER UPON REQUEST.
9. ALL HAULING AND TRANSPORTING OF EQUIPMENT SHALL BE DONE ON RIGHTS-OF-WAY UNLESS CONTRACTOR OBTAINS OTHER ACCESS ROUTES FROM LANDOWNERS.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES OUTSIDE OF RIGHT-OF-WAY.
11. THE SEQUENCE OF CONSTRUCTION IS TO BE CONDUCTED IN SUCH A MANNER TO MINIMIZE THE TIME THAT CUSTOMERS ARE OUT OF SERVICE. IN NO CASE SHALL ANY DISRUPTION IN SERVICE OR DISRUPTION OF SERVICE SHALL OCCUR ONLY BETWEEN THE HOURS OF 10:00 PM AND 6:00 AM.
12. THE LOCATION OF EXISTING WATER LINES IS APPROXIMATE. THE CONTRACTOR SHALL DIG TEST PITS PRIOR TO COMMENCING CONSTRUCTION TO VERIFY THE LOCATION OF THE EXISTING WATER LINES AND VALVES.
13. PRIOR TO COMMENCING WORK ON THE WATER LINES, THE CONTRACTOR SHALL NOTIFY MR. BRETT MORGAN, WEST VIRGINIA AMERICAN WATER COMPANY AT 304-262-1174. MR. STEPHEN DUFFY, WEST VIRGINIA ARMY NATIONAL GUARD AT 304-451-4801, AND LT. COL. JOHN DULIN WITH THE WEST VIRGINIA ARMY NATIONAL GUARD AT 304-311-3270. ALL WORK IS TO BE COORDINATED WITH THE OWNER.
14. ALL WATER MAINS SHALL BE COVERED WITH SUFFICIENT EARTH OR OTHER ISOLATION TO PREVENT FREEZING. ALL DISTRIBUTION MAINS SHALL BE PROVIDED WITH A MINIMUM OF THIRTY-ONE (31) INCHES OF EARTH COVERING. ALL MAINS OF LESS THAN EIGHT (8) INCHES IN DIAMETER WITHIN FIVE (5) FEET OF A MANHOLE TRENCH RIGIDLY SHALL BE PROVIDED WITH AT LEAST FORTY-TWO (42) INCHES OF COVER.
15. WATER LINE SHALL BE PRESSURE TESTED IN ACCORDANCE WITH SECTION 970 OF THE STANDARD SPECIFICATIONS.
16. PRESSURE FOR WATERLINE PRESSURE AND LEAK TESTS SHALL BE 200 PSI.
17. WATERLINE SHALL BE DISINFECTED, FLUSHED, AND BACTERIOLOGICALLY TESTED PRIOR TO USE IN ACCORDANCE WITH SECTION 607 OF THE STANDARD SPECIFICATIONS AND THE REQUIREMENTS OF THE BUREAU FOR PUBLIC HEALTH. THE CONTRACTOR SHALL PROVIDE SAMPLING TAP TO OBTAIN WATER SAMPLES FOR BACTERIOLOGICAL TESTING.
18. ALL UNPAVED AREAS DISTURBED BY THE WATER LINE RELOCATION WORK SHALL BE GRADED TO GRADE, SEEDED AND MULCHED AS SOON AS POSSIBLE AND RESTORED TO ORIGINAL CONDITION.
19. WATERLINE PIPE ON THIS PROJECT SHALL BE DUCTILE IRON. ALL FITTINGS FOR THE PVC PIPE SHALL BE DUCTILE IRON WITH A PRESSURE RATING OF 350 PSI OR GREATER.

SANITARY SEWER NOTES

1. ALL WORK SHALL COMPLY WITH THE CURRENT WEST VIRGINIA DEPARTMENT OF HIGHWAYS STANDARD SPECIFICATIONS ROAD AND BRIDGES PLUS CURRENT SUPPLEMENTAL SPECIFICATIONS AND STATE AND LOCAL HEALTH DEPARTMENT REGULATIONS.
2. THE CONTRACTOR SHALL NOT PERFORM ANY GRADING OPERATIONS OVER EXISTING SEWER FACILITIES WITHIN THE PROJECT WHICH WOULD IN ANY WAY IMPROVE SERVICES OR BE UNLESS OTHERWISE NOTED, RESTORE AND SEED ALL AREAS DISTURBED BY CONSTRUCTION.
3. MAINTAIN POSITIVE DRAINAGE AND EROSION CONTROL IN ALL LOCATIONS DURING ALL PHASES OF CONSTRUCTION.
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11. PROPOSED STRUCTURE TOPS SHALL BE RAISED OR LOWERED TO ACCOMMODATE NEW FINISH GRADES.
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37. WATERLINE PIPE ON THIS PROJECT SHALL BE DUCTILE IRON. ALL FITTINGS FOR THE PVC PIPE SHALL BE DUCTILE IRON WITH A PRESSURE RATING OF 350 PSI OR GREATER.

UTILITY CONTACT PERSONNEL

<b>ELECTRICITY</b>	<b>WEST VIRGINIA AMERICAN WATER</b>
APPL/CLARK POWER COMPANY	MR. BRETT MORGAN
MR. PATRICK BERON	304-262-9886
<b>NATURAL GAS</b>	<b>WEST VIRGINIA ARMY NATIONAL GUARD</b>
MR. MIKE RYAN	304-311-3270
<b>WATER</b>	<b>WEST VIRGINIA AMERICAN WATER</b>
MR. BRETT MORGAN	304-262-1174
<b>SEWER</b>	<b>WEST VIRGINIA ARMY NATIONAL GUARD</b>
MR. STEPHEN DUFFY	304-451-4801
<b>CONCRETE TESTING</b>	<b>WEST VIRGINIA CONSTRUCTION</b>
MR. JOHN DULIN	304-311-3270

NOTE: THE PHONE, DATA, AND CABLE TV SHALL BE COORDINATED WITH THE WV ARMY NATIONAL GUARD REPRESENTATIVE: MAJOR PATRICK CHARD 304-451-6519.



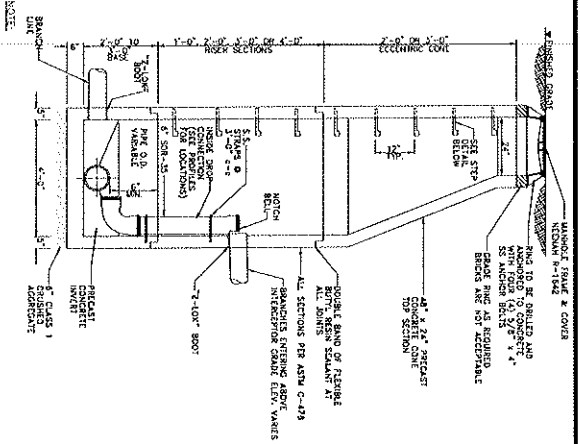
**Mead Hunt**  
 Mead & Hunt, Inc.  
 4000 Chestnut Ave. SW  
 Charleston, WV 25311  
 Phone: 304-345-6712  
 mead@mead.com

**WV ARMY NATIONAL GUARD  
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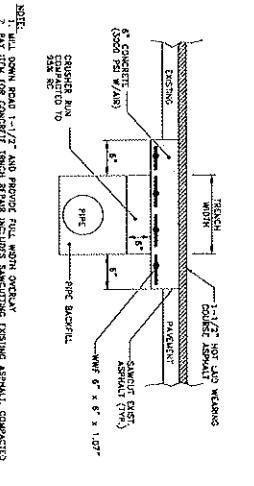
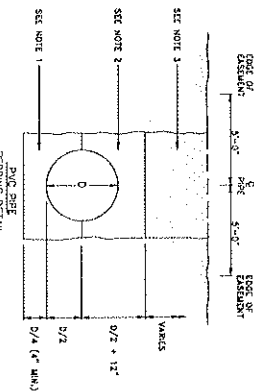




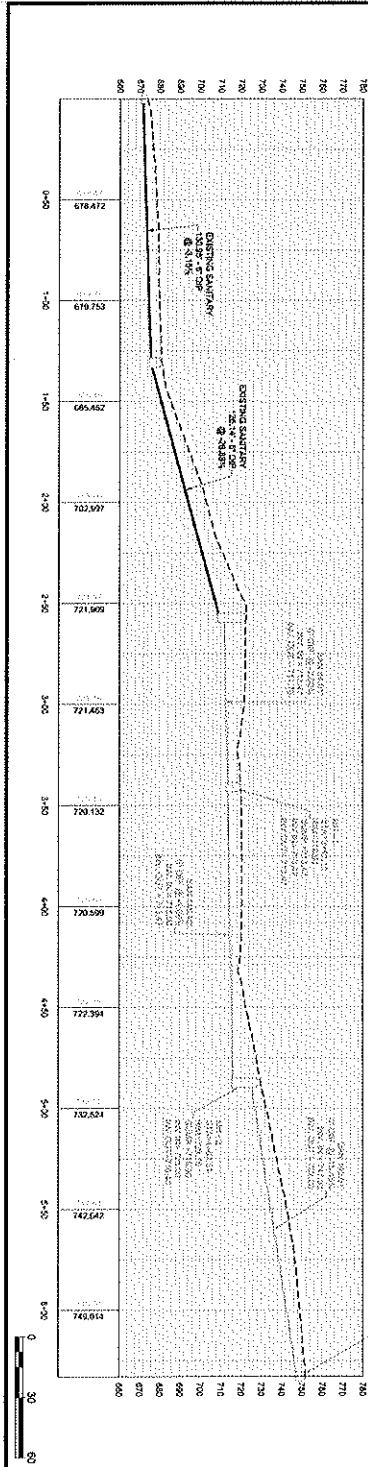
**48" DIAMETER PRECAST CONCRETE MANHOLES**  
NO SCALE



- NOTES:**
1. SHOULDER MANHOLES (4'-0" IN RISE OR LESS) SHALL USE PAD TOP SECTIONS.
- PIPE BEDDING**  
NO SCALE
- REQUIREMENTS:**
1. HAND-PLACED AGGREGATE BEDDING THE FOLLOWING REQUIREMENT:  
THE AGGREGATE SHALL BE PLACED UNDER THE PIPE HOOKS OR PVC PIPE TO PROVIDE FULL PIPE SUPPORT FROM THE SPRING LINE DOWN.
  2. HAND-PLACED SELECT BACKFILL #57 ANGULAR LIMESTONE OR CLEAN MATERIAL FROM QUARRY WITH PERCENTAGE 3/4" OR LESS.
  3. SURFACE MATERIAL FROM QUARRYING OR DRIBBLES, STONES, TREES, WOOD, TRASH OR ORGANIC MATERIAL SHALL NOT BE USED IN ANY SECTION.
  4. COMPACT BEDDING TO HAVE DENSITY AS ADVISOR'S INSTRUMENTED.
  5. COMPACT BEDDING IN ROADWAYS OR STREETS TO 95% DENSITY.



**CS-SANITARY PROFILE**



**WV ARMY NATIONAL GUARD**  
**CHILD DEVELOPMENT CENTER**  
**UTILITY UPGRADES**  
CONSTRUCTION & FACILITIES MANAGEMENT OFFICE  
DESIGN AND CONSTRUCTION BRANCH  
1707 COONSKIN DRIVE  
CHARLESTON, WV 25311

**Mead Hunt**  
400 Tracy Way, Suite 200  
Charleston, WV 25311  
Phone: 304-545-6712  
meadhunt.com

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_



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.**

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

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

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

NOW THEREFORE.

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

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

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

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

Principal Corporate Seal

(R)

(Q)
(Name of Principal)
By (S)
(Must be President or Vice President)
(T)
Title

(U)
Surety Corporate Seal

(V)
(Name of Surety)

(W)
Attorney-in-Fact

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

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, as Principal, and \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ with its principal office in the City of \_\_\_\_\_, as Surety, are held and firmly bound unto the State  
of West Virginia, as 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.**