



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  
**DEFK10007**

PAGE  
**1**

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

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE  
**Grae-Con Construction, Inc.**  
**P.O. Box 1778**  
**880 Kingsdale Road**  
**Steubenville, OH 43952**

**SHIP TO**  
**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**142 ROBERT E. LEE EXT.**  
**ELKINS, WV**  
**26241**  
**341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/04/2009				
BID OPENING DATE: 12/10/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
BUILDING CONSTRUCTION						
<p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT THE ELKINS AFRC FOR THE WV ARMY NATIONAL GUARD, ELKINS, WV, PER THE SPECIFICATIONS.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 11/19/2009 AT 1:30 PM AT THE ELKINS AFRC, ELKINS, 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>						

RECEIVED

2009 DEC 29 PM 1:29

WV ARMY NATIONAL GUARD

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TITLE: President

NAME: Robert A. Gribben, Jr. TELEPHONE: (740) 282-6830 DATE: 12/29/09

FAX: 34-1539132 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid
3. 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 FOB 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



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  
**DEFK10007**

PAGE  
**2**

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

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE  
**Grae-Con Construction, Inc.**  
 P.O. Box 1778  
 880 Kingsdale Road  
 Steubenville, OH 43952

**SHIP TO**  
 DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 142 ROBERT E. LEE EXT.  
 ELKINS, WV  
 26241  
 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/04/2009				
BID OPENING DATE: 12/10/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Robert A. Gribben, Jr. TELEPHONE (740) 282-6830 DATE 12/29/09

TITLE President FEIN 34-1539132 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  
**DEFK10007**

PAGE  
**3**

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

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE  
**Grae-Con Construction, Inc.**  
 P.O. Box 1778  
 880 Kingsdale Road  
 Steubenville, OH 43952

**SHIP TO**  
**DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 142 ROBERT E. LEE EXT.  
 ELKINS, WV  
 26241  
 341-6368**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/04/2009				
BID OPENING DATE: 12/10/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>RATES AS ESTABLISHED FOR RANDOLPH COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	Robert A. Gribben, Jr.	TELEPHONE (740) 282-6830	DATE 12/29/09
TITLE President	FEIN 34-1539132	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:  
**DEFK10007**

PAGE:  
**4**

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

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE  
**Grae-Con Construction, Inc.**  
 P.O. Box 1778  
 880 Kingsdale Road  
 Steubenville, OH 43952

**SHIP TO**  
 DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 142 ROBERT E. LEE EXT.  
 ELKINS, WV  
 26241  
 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/04/2009				

BID OPENING DATE: **12/10/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Robert A. Gribben, Jr. TELEPHONE: (740) 282-6830 DATE: 12/29/09  
 TITLE: President FEIN: 34-1539132 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  
**DEFK10007**

PAGE  
**5**

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

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 Grae-Con Construction, Inc.  
 P.O. Box 1778  
 880 Kingsdale Road  
 Steubenville, OH 43952

**S H I P T O**  
 DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 142 ROBERT E. LEE EXT.  
 ELKINS, WV  
 26241  
 341-6368

DATE PRINTED <b>11/04/2009</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: <b>12/10/2009</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<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 &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</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Robert A. Gribben, Jr. TELEPHONE (740) 282-6830 DATE 12/29/09  
 TITLE President FEIN 34-1539132 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  
**DEFK10007**

PAGE  
**6**

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

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
**Grae-Con Construction, Inc.**  
 P.O. Box 1778  
 880 Kingsdale Road  
 Steubenville, OH 43952

**SHIP TO**  
**DIV ENGINEERING & FACILITIES**  
**NATIONAL GUARD ARMORY**  
**142 ROBERT E. LEE EXT.**  
**ELKINS, WV**  
**26241**      **341-6368**

DATE PRINTED <b>11/04/2009</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
-----------------------------------	---------------	----------	-----	---------------

BID OPENING DATE: **12/10/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	JOB	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT															
<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> <table border="0"> <tr> <td>NO. 1</td> <td>11/09/09</td> <td>No. 6: 12/17/09</td> </tr> <tr> <td>NO. 2</td> <td>11/30/09</td> <td></td> </tr> <tr> <td>NO. 3</td> <td>12/04/09</td> <td></td> </tr> <tr> <td>NO. 4</td> <td>12/09/09</td> <td></td> </tr> <tr> <td>NO. 5</td> <td>12/11/09</td> <td></td> </tr> </table>							NO. 1	11/09/09	No. 6: 12/17/09	NO. 2	11/30/09		NO. 3	12/04/09		NO. 4	12/09/09		NO. 5	12/11/09	
NO. 1	11/09/09	No. 6: 12/17/09																			
NO. 2	11/30/09																				
NO. 3	12/04/09																				
NO. 4	12/09/09																				
NO. 5	12/11/09																				

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:      Robert A. Gribben, Jr.      TELEPHONE: (740) 282-6830      DATE: 12/29/09

TITLE: President      FEIN: 34-1539132      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:  
 DEFK10007

PAGE:  
 7

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

RFQ COPY

TYPE NAME/ADDRESS HERE  
 Grae-Con Construction, Inc.  
 P.O. Box 1778  
 880 Kingsdale Road  
 Steubenville, OH 43952

S P L I T O

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 142 ROBERT E. LEE EXT.  
 ELKINS, WV 26241 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/04/2009				

BID OPENING DATE: 12/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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><i>[Signature]</i>            *Robert A. Gribben, Jr.* .....SIGNATURE            ....Grae-Con Construction, Inc....COMPANY            ....December 29, 2009.....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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	Robert A. Gribben, Jr.	TELEPHONE	DATE
TITLE	President	34-1539132	12/29/09
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  
 DEFK10007

PAGE  
 8

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Grae-Con Construction, Inc.  
 P. O. Box 1778  
 880 Kingsdale Road  
 Steubenville, OH 43952

SHIP TO

DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 142 ROBERT E. LEE EXT.  
 ELKINS, WV 26241 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
11/04/2009				

BID OPENING DATE: 12/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..... Grae-Con Construction, Inc. ....</p> <p>CONTRACTORS LICENSE NO.: ..... WV 001293 .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	Robert A. Gribben, Jr.	TELEPHONE (740) 282-6830	DATE 12/29/09
TITLE President	FBN 34-1539132	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  
 DEFK10007

PAGE  
 9

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Grae-Con Construction, Inc.  
 P.O. Box 1778  
 880 Kingsdale Road  
 Steubenville, OH 43952

S H I P T O  
 DIV ENGINEERING & FACILITIES  
 NATIONAL GUARD ARMORY  
 142 ROBERT E. LEE EXT.  
 ELKINS, WV  
 26241 341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/04/2009				

BID OPENING DATE: 12/10/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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.:				DEFK10007- 29		
BID OPENING DATE:				12/10/2009		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: (740) 282-6849						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Robert A. Gribben, Jr.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	Robert A. Gribben, Jr	TELEPHONE (740) 282-6830	DATE 12/29/09
TITLE President	FEN 34-1539132	ADDRESS CHANGES TO BE NOTED ABOVE	

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



## ELKINS ARCHITECTURAL BID ITEMS

NO.	ITEM	QTY	AREA	TOTAL AREA	EXTENDED PRICE
<b>BID No. 1 - AFRC BUILDING</b>					
<u>1a</u>	Primary AFRC Building	<u>1</u>	<u>LS</u>		<u>12,000.00</u>
<u>1a.1</u>	Mobilization/Demobilization	<u>1</u>	<u>LS</u>		<u>100,000.00</u>
<u>1a.2</u>	General Construction Admin	<u>1</u>	<u>LS</u>		<u>900,000.00</u>
<u>1a.3</u>	Quality Control	<u>1</u>	<u>LS</u>		
<u>1a.4</u>	WVDOH Encroachment Permit(s)	<u>1</u>	<u>LS</u>		Allowance \$20,000.00
<u>1b</u>	Workshop	<u>1</u>	<u>LS</u>		<u>750,000.00</u>
<u>1c</u>	Unheated Storage Building	<u>1</u>	<u>LS</u>		<u>130,000.00</u>
<b>ARCHITECTURAL BASE BID TOTAL</b>				<b>TOTAL</b>	<b>13,900,000.00</b>

## ELKINS CIVIL BID ITEMS

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>SITE PREPARATION</b>					
<u>1</u>	Site Preparation	<u>1</u>	<u>LS</u>	<u>88,275.00</u>	<u>88,275.00</u>
<u>2</u>	Sediment and Erosion Control	<u>1</u>	<u>LS</u>	<u>24,475.00</u>	<u>24,475.00</u>
<b>EARTHWORK</b>					
<u>3</u>	Unclassified Excavation	<u>90,000</u>	<u>CY</u>	<u>3.90</u>	<u>351,000.00</u>
<u>4</u>	Rock Excavation	<u>25,000</u>	<u>CY</u>	<u>7.85</u>	<u>196,000.00</u>
<u>5</u>	Subgrade Preparation	<u>15,000</u>	<u>SY</u>	<u>1.25</u>	<u>18,750.00</u>
<u>6</u>	Soil Drying	<u>100</u>	<u>LN</u>	<u>350.00</u>	<u>35,000.00</u>
<u>7</u>	Soil Conditioning	<u>1,000</u>	<u>SY</u>	<u>13.20</u>	<u>13,200.00</u>
<u>8</u>	Over-Excavation	<u>1,000</u>	<u>SY</u>	<u>32.40</u>	<u>32,400.00</u>
<u>9</u>	6" Subsurface Drains	<u>2,200</u>	<u>LF</u>	<u>19.80</u>	<u>43,560.00</u>
<u>10</u>	Type I Lawn	<u>1</u>	<u>LS</u>	<u>60,000.00</u>	<u>60,000.00</u>
<u>11</u>	Type III General Seeding	<u>1</u>	<u>LS</u>	<u>60,000.00</u>	<u>60,000.00</u>
<b>ROADS</b>					
<u>12</u>	6" Concrete Paving	<u>3,500</u>	<u>SY</u>	<u>61.50</u>	<u>215,250.00</u>

13	HMA Wearing Course	1,150	IN	77.00	88,550.00
14	HMA Base Course	4,700	IN	59.00	277,300.00
15	Free Draining Base	4,000	IN	52.50	210,000.00
16	Free Draining Base Trench and Piping	5,400	LF	21.40	115,560.00
17	Fabric, Woven	7,700	SY	3.00	23,100.00
18	Fabric Separation	17,600	SY	1.40	24,640.00
19	AASHTO #1	5,200	IN	29.00	150,800.00
20	Class 1 Stone	3,000	IN	30.50	91,500.00
21	Guardrail	2,500	LF	10.00	25,000.00
22	Wheel Stops	100	EA	176.00	17,600.00
23	Concrete Curbing	1,300	LF	40.00	52,000.00
24	Pavement Marking	1	LS	10,980.00	10,890.00
25	Signage	1	LS	7,700.00	7,700.00

**MISCELLANEOUS**

26	Concrete Sidewalk	1,280	SY	47.50	60,800.00
27	Cobblestone Pavers	90	SY	184.00	16,560.00
28	Concrete Wall	35	LF	500.00	17,500.00
29	Rock Wall	680	LF	110.00	74,800.00
30	30' Force Protection Gate	1	EA	44,880.00	44,880.00
31	24' Sliding Gates	2	EA	5,280.00	10,560.00
32	16' Swing Gates	4	EA	2,695.00	10,780.00
33	Security Fencing	1,600	LF	25.30	40,480.00
34	Field Fencing	210	LF	11.20	2,352.00
35	Bollards 8"	30	EA	1,122.00	33,660.00
36	Bollards 12"	17	EA	3,180.00	54,060.00
37	Bollards Removeable	2	EA	3,000.00	6,000.00
38	40' Flagpole	2	EA	4,850.00	9,700.00
39	Vehicle Wash System	1	LS	37,257.00	37,257.00
40	Fuel Truck Containment Pad	1	LS	73,000.00	73,000.00
41	Oil/Water Separator	1	EA	85,580.00	85,580.00
42	Loading Ramp	1	LS	183,000.00	183,000.00
43	Transformer Pad	1	EA	3,414.00	3,414.00
44	Equipment Pad	2	EA	3,414.00	6,828.00

**WATER**

45	2" PVC Water	110	LF	34.00	3,740.00
46	3" PVC Water	300	LF	35.00	10,500.00
47	4" PVC Water	160	LF	36.00	5,760.00
48	6" PVC Water	750	LF	39.00	29,250.00
49	6" DIP Water	120	LF	68.00	8,160.00
50	8" PVC Water	1,400	LF	42.00	58,800.00

<u>51</u>	8" DIP Water	<u>40</u>	<u>LF</u>	<u>145.00</u>	<u>5,800.00</u>
<u>52</u>	PIV	<u>2</u>	<u>EA</u>	<u>1,485.00</u>	<u>2,970.00</u>
<u>53</u>	Fire Hydrant	<u>4</u>	<u>EA</u>	<u>4,125.00</u>	<u>16,500.00</u>
<u>54</u>	Water Vault	<u>1</u>	<u>EA</u>	<u>33,000.00</u>	<u>33,000.00</u>
<b>SEWER</b>					
<u>55</u>	Manholes, Sanitary Sewer	<u>52</u>	<u>VF</u>	<u>435.00</u>	<u>22,620.00</u>
<u>56</u>	Frame and Cover, Sanitary Sewer	<u>8</u>	<u>EA</u>	<u>572.00</u>	<u>4,576.00</u>
<u>57</u>	6" PVC Sanitary Sewer	<u>840</u>	<u>LF</u>	<u>34.00</u>	<u>28,560.00</u>
<u>58</u>	8" PVC Sanitary Sewer	<u>1,000</u>	<u>LF</u>	<u>37.40</u>	<u>37,400.00</u>
<u>59</u>	Cleanout, Sanitary Sewer	<u>10</u>	<u>EA</u>	<u>522.00</u>	<u>5,220.00</u>
<b>STORM DRAINAGE</b>					
<u>60</u>	6" PVC Storm	<u>1,200</u>	<u>LF</u>	<u>33.00</u>	<u>39,600.00</u>
<u>61</u>	8" PVC Storm	<u>700</u>	<u>LF</u>	<u>36.00</u>	<u>25,200.00</u>
<u>62</u>	12" PVC Storm	<u>450</u>	<u>LF</u>	<u>42.00</u>	<u>18,900.00</u>
<u>63</u>	15" PVC Storm	<u>250</u>	<u>LF</u>	<u>57.70</u>	<u>14,425.00</u>
<u>64</u>	12" HDPE Storm	<u>200</u>	<u>LF</u>	<u>37.60</u>	<u>7,520.00</u>
<u>65</u>	18" HDPE Storm	<u>1,250</u>	<u>LF</u>	<u>54.50</u>	<u>68,125.00</u>
<u>66</u>	24" HDPE Storm	<u>500</u>	<u>LF</u>	<u>59.00</u>	<u>29,500.00</u>
<u>67</u>	Type 1 Ditch	<u>1,200</u>	<u>LF</u>	<u>64.00</u>	<u>76,800.00</u>
<u>68</u>	Type 2 Ditch	<u>500</u>	<u>LF</u>	<u>32.50</u>	<u>16,250.00</u>
<u>69</u>	Type 3 Ditch	<u>1,000</u>	<u>LF</u>	<u>49.50</u>	<u>49,500.00</u>
<u>70</u>	Type 4 Ditch	<u>2,200</u>	<u>LF</u>	<u>10.20</u>	<u>22,440.00</u>
<u>71</u>	Junction Box	<u>2</u>	<u>EA</u>	<u>1,474.00</u>	<u>2,948.00</u>
<u>72</u>	Type "B" Drop Inlets	<u>17</u>	<u>EA</u>	<u>1,040.00</u>	<u>17,680.00</u>
<u>73</u>	Type "B" Inlet Grate and Frame	<u>17</u>	<u>EA</u>	<u>435.00</u>	<u>7,395.00</u>
<u>74</u>	10" Yard Drains	<u>5</u>	<u>EA</u>	<u>660.00</u>	<u>3,300.00</u>
<u>75</u>	12" In-Line Inlets	<u>4</u>	<u>EA</u>	<u>660.00</u>	<u>2,640.00</u>
<u>76</u>	Trench Drain and Grate	<u>30</u>	<u>LF</u>	<u>235.00</u>	<u>7,050.00</u>
<u>77</u>	Concrete Headwalls	<u>4</u>	<u>EA</u>	<u>2,750.00</u>	<u>11,000.00</u>
<b>CIVIL BASE BID TOTAL</b>					<b>TOTAL 3,699,930.00</b>
<b>TOTAL OF BASE BID</b>					<b>TOTAL 17,599,930.00</b>

## ELKINS ARCHITECTURAL BID ITEMS - ALTERNATES

<i>A-1 ALTERNATE BID ITEM - Broadloom roll-good carpet in Open Office in lieu of Carpet Tile</i>				
a	Costing Deduction	SY	- 10,200 <sup>00</sup>	- 10,200 <sup>00</sup>
<hr/>				
<i>A-2 ALTERNATE BID ITEM - Provide Polished Concrete in lieu of Rubber Tile</i>				
a	Costing Deduction	SY	- 7,200 <sup>00</sup>	- 7,200 <sup>00</sup>
<hr/>				
<i>A-3 ALTERNATE BID ITEM - Reduction of Unheated Storage from 2700 Sq. Ft. to 2490 Sq. Ft.</i>				
a	Costing Deduction	210 SF	- 5,250 <sup>00</sup>	- 5,250 <sup>00</sup>
<hr/>				
<i>A-4 ALTERNATE BID ITEM - Replace External Stone with Oversized Brick.</i>				
a	Costing Deduction	LS	- 84,000 <sup>00</sup>	- 84,000 <sup>00</sup>
<hr/>				
<i>A-5 ALTERNATE BID ITEM - Provide costing for providing Fire Extinguishers</i>				
a	Cost Addition	LS	2,400 <sup>00</sup>	+ 2,400 <sup>00</sup>
<hr/>				
<i>A-6 ALTERNATE BID ITEM - Provide costing for providing Fberglass Doors in lieu of Hollow Metal doors.</i>				
a	Cost Addition		20,700 <sup>00</sup>	+ 20,700 <sup>00</sup>
<hr/>				
<i>A-7 ALTERNATE BID ITEM - Provide costing for additional Kitchen Equipment</i>				
a	Cost Addition Items #2, 11, 14, 17, 21, 30, 35, 37	LS	36,000 <sup>00</sup>	+ 36,000 <sup>00</sup>
b	Items #33, 49, 55, 56, 58, 59		ALLOWANCE	\$50,000.00
<hr/>				
<i>A-8 ALTERNATE BID ITEM - Provide costing for Banners</i>				
a	Cost Addition	LS	25,000 <sup>00</sup>	+ 25,000 <sup>00</sup>
<hr/>				
<b>TOTAL OF ARCHITECTURAL ALTERNATES</b>				<b>TOTAL 27,450<sup>00</sup></b>

## ELKINS CIVIL BID ITEMS - ALTERNATES

### *ALTERNATE BID ITEM #1 - Military Equipment*

#### *Parking Expansion*

5	Subgrade Preparation	2,100	SY	1.25	2,625.00
16	Free Draining Base Trench and Piping	200	LF	21.40	4,280.00
17	Fabric, Woven	2,100	SY	3.00	6,300.00
19	AASHTO #1	1,500	TN	29.00	43,500.00
20	Class 1 Stone	375	IN	30.50	11,437.50
33	Security Fencing	200	LF	25.30	5,060.00
<b>SUB-TOTAL</b>					<b>73,202.50</b>

**ALTERNATE BID ITEM #2 - Military Equipment  
Parking Concrete Paving**

12	6" Concrete Paving	5,300	SY	61.50	325,950.00
15	Free Draining Base	1,250	IN	52.50	65,625.00
18	Fabric Separation	5,300	SY	1.40	7,420.00
17	Fabric, Woven (Deduct)	-5,300	SY	3.00	-15,900.00
19	AASHTO #1 (Deduct)	-3,760	IN	29.00	-109,040.00
<b>SUB-TOTAL</b>					<b>274,055.00</b>

**ALTERNATE BID ITEM #3 - Overflow Parking Area**

12	6" Concrete Paving	90	SY	61.50	5,535.00
13	HMA Wearing Course	450	IN	77.00	34,650.00
14	HMA Base Course	880	IN	59.00	51,920.00
15	Free Draining Base	1,230	IN	52.50	64,575.00
16	Free Draining Base Trench and Piping	520	LF	21.40	11,128.00
18	Fabric Separation	5,200	SY	1.40	7,280.00
20	Class 1 Stone	920	IN	30.50	28,060.00
24	Pavement Marking	1	LS	750.00	750.00
25	Signage	1	LS	250.00	250.00
<b>SUB-TOTAL</b>					<b>204,148.00</b>

**ALTERNATE BID ITEM #4 - Fuel Truck Containment Pad**

40	Fuel Truck Containment Pad	1	LS	73,000.00	73,000.00
<b>SUB-TOTAL</b>					<b>73,000.00</b>

**ALTERNATE BID ITEM #5 - Fencing and Gate Upgrade**

78	Fencing/Gate Upgrade	1	LS	6,490.00	6,490.00
<b>SUB-TOTAL</b>					<b>6,490.00</b>

<b>TOTAL OF CIVIL ALTERNATES</b>	<b>TOTAL 630,895.50</b>
----------------------------------	-------------------------



**ELKINS ELECTRICAL BID ITEMS - ALTERNATES**

*E-1 ALTERNATE BID ITEM - TVSS System*

a	Cost Addition		LS	<u>27,000<sup>00</sup></u>	<u>27,000<sup>00</sup></u>
_____	_____	_____	_____	_____	_____

*E-2 ALTERNATE BID ITEM - OMITTED*

*E-3 ALTERNATE BID ITEM - Emergency Generator*

a	Cost Addition		LS	<u>264,000<sup>00</sup></u>	<u>264,000<sup>00</sup></u>
_____	_____	_____	_____	_____	_____

*E-4 ALTERNATE BID ITEM - Panelboards*

a	Cost Addition		LS	<u>25,400<sup>00</sup></u>	<u>25,400<sup>00</sup></u>
_____	_____	_____	_____	_____	_____

*E-5 ALTERNATE BID ITEM - Solar-powered signage lighting*

a	Cost Addition		LS	ALLOWANCE	<u>\$2,500.00</u>
_____	_____	_____	_____	_____	_____

*E-6 ALTERNATE BID ITEM - Lightning Protection System*

a	Cost Addition		LS	<u>23,000<sup>00</sup></u>	<u>23,000<sup>00</sup></u>
_____	_____	_____	_____	_____	_____

**TOTAL OF ELECTRICAL ALTERNATES**

**TOTAL 341,900<sup>00</sup>**

**TOTAL OF ARCHITECTURAL/ CIVIL AND ELECTRICAL ALIERNATES SUB-TOTAL**

**1,000,245<sup>50</sup>**

**TOTAL OF BASE BID (PAGE 3) SUB-TOTAL**

**17,599,930<sup>00</sup>**

**GRAND TOTAL (BASE BID + ALTERNATES(ADD's AND DEDUCT's))**

**GRAND TOTAL 18,600,175<sup>50</sup>**

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:**

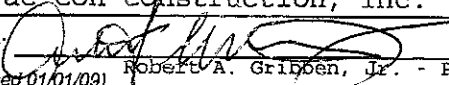
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, 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: Grae-Con Construction, Inc.

Authorized Signature: 

Date: December 29, 2009



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

STATE OF Ohio

COUNTY OF Jefferson, TO-WIT:

I, Robert A. Gribben, Jr., after being first duly sworn, depose and state as follows:

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

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

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

Grae-Con Construction, Inc.  
(Company Name)

By: [Signature]  
Title: President

Date: December 29, 2009

Taken, subscribed and sworn to before me this 29th day of December 2009.

My Commission expires April 9, 2014  
Amanda Lengyel  
Notary Public, State of Ohio  
My Commission Expires  
April 9, 2014 Amanda Lengyel (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.**

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** W/001293

**Classification:**

ELECTRICAL  
GENERAL BUILDING  
GENERAL ENGINEERING  
HEATING, VENTILATING & COOLING  
MULTIFAMILY  
PIPING  
PLUMBING  
RESIDENTIAL

GRAE-CON CONSTRUCTION INC  
DBA GRAE-CON CONSTRUCTION INC  
PO BOX 1778  
STEBENVILLE, OH 43952-7778


**Date Issued**

AUGUST 14, 2009

**Expiration Date**

AUGUST 14, 2010

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

RECEIVED  
By \_\_\_\_\_

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, grae-Con Construction, Inc.  
of POBox1778, Steubenville, OH43952, as Principal, and Ohio Farmers Insurance Co.  
of 1ParkCircle, WestfieldCenter, OH44251, a corporation organized and existing under the laws of the State of  
Ohio with its principal office in the City of westfield Cen as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of 5% Total Amt Bid--- (\$ \_\_\_\_\_) 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  
WVARNG Family Readiness Center, Elkins, West Virginia

**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

29<sup>th</sup> day of December, 2009.

Principal Corporate Seal

Grae-Con Construction, Inc

(Name of Principal)

By

Robert A. Gribben Jr

(Must be President or Vice President)

President

(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company

(Name of Surety)

Melissa Pytash  
Attorney-in-Fact

Melissa Pytash, 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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/19/07, FOR ANY PERSON OR PERSONS NAMED BELOW

General  
Power  
of Attorney

POWER NO. 3408162 01

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **DEBBIE HUKILL, JEFF CRISS, DEANNE ROY, MELISSA PYTASH, JOINTLY OR SEVERALLY**

of STEUBENVILLE and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 19th day of OCTOBER A.D., 2007

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

*Richard L. Kinnaird, Jr.*

By: **Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this 19th day of OCTOBER A.D., 2007, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*William J. Kahelin*  
**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of December 2009 A.D.,



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**

*State of West Virginia*  
*Offices of the Insurance Commissioner*  
*Certificate of Authority*


*Whereas*, OHIO FARMERS INSURANCE COMPANY domiciled in the State of Ohio has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

*Therefore*, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

ARTICLE 1, SECTION 10(c) -- FIRE  
ARTICLE 1, SECTION 10(d) -- MARINE  
ARTICLE 1, SECTION 10(e) -- CASUALTY  
ARTICLE 1, SECTION 10(f) (1) (2) & (3) -- SURETY

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31<sup>st</sup> day of May, 2008, unless this license be sooner revoked. Pursuant to W. Va. Code 33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

*In Testimony Whereof*, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1<sup>st</sup> day of June, 2007.

  
Jane L. Cline  
Insurance Commissioner



WV File #0558

**Financial Statement**

**Ohio Farmers Insurance Co.**

December 31, 2008

Westfield Center, Ohio 44251-5001

(in thousands)

ASSETS	
Cash, cash equivalents, and short term investments	\$ 45,424
Bonds	166,470
Stocks, unaffiliated	29,900
Stocks, affiliated	935,299
Real estate	65,537
Agents' balances and uncollected premiums, net	45,186
Interest and dividends accrued	1,726
Other admitted and intangible assets	<u>133,063</u>
Total admitted assets	<u>\$1,422,605</u>
LIABILITIES	
Reserve for unearned premiums	\$ 63,861
Reserve for unpaid losses and loss expenses	121,872
Reserve for taxes and other liabilities	<u>161,320</u>
Total liabilities	347,053
SURPLUS	
Capital stock	0
Other than special surplus funds	3,064
Surplus	<u>1,072,488</u>
Total surplus	1,075,552
Total liabilities and surplus	<u>\$1,422,605</u>

State of Ohio  
 ss:  
 County of Medina

The undersigned, being duly sworn, says: That he is Senior Executive - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of West Virginia and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2008.

Attest:

*Frank Carrino*

Frank A. Carrino  
 Corporate Counsel & Secretary

*Richard L. Kinnaird, Jr.*

Richard L. Kinnaird, Jr.  
 Senior Executive  
 Surety Operations



Sworn to before me this 11th day of February, A.D., 2009.  
 My Commission Does Not Expire  
 Sec. 147.03 Ohio Revised Code

*William J. Kahelin*

William J. Kahelin  
 Attorney at Law  
 Notary Public - State of Ohio

