



**State of West Virginia  
Department of Administration  
Purchasing Division**

**NOTICE**

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

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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  
 DEFK10009

PAGE  
 1

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

BIDDING

Jarvis, Downing & Emch, Inc.  
 P.O. Box 6253  
 Wheeling, WV 26003

SHIP TO

DIV ENGINEERING & FACILITIES  
 JOBSITE  
 SEE SPECIFICATIONS

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
12/09/2009				

BID OPENING DATE: 12/18/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
ADDENDUM #02  THIS ADDENDUM IS ISSUED TO MODIFY, CLARIFY, ADD TO, ANSWER VENDOR QUESTIONS, AND EXTEND THE BID OPENING DATE, PER THE ATTACHED DOCUMENTATION. NOTE: THE RFQ NUMBER HAS BEEN CHANGED TO CORRECT A TYPOGRAPHICAL ERROR IN THE ORIGINAL DOCUMENTS. THE CORRECT RFQ NUMBER IS DEFK10009.  REVISED BID OPENING DATE: 12/18/2009; 1:30 PM						
BUILDING CONSTRUCTION						
***** THIS IS THE END OF RFQ DEFK10009 ***** TOTAL:						

RECEIVED  
 2009 DEC 18 PM 1:11  
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-232-5000	DATE Dec. 18, 2009
TITLE Vice Pres Estimating	FEIN 55-0453441	ADDRESS CHANGES TO BE NOTED ABOVE

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

## BID FORM

### SECTION I - BASE BID AND ALTERNATES

DATED: 12/18/09

(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

Jarvis, Downing & Emch, Inc.

P.O. Box 6253 - 200 GC&P Road

Wheeling, WV 26003

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 000999

SUBMITTED TO: State of West Virginia

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

**The Ripley Armed Forces Reserve Center  
West Virginia Army National Guard  
Millwood, Jackson County, West Virginia**

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

**BASE BID:**

For the sum of: Seventeen million eight hundred seventy-one thousand dollars

(\$ 17,871,000.00 ).

**ALTERNATES:**

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

Refer to Section 01030 "Alternates" for description of Alternates.

**Alternate Bid No. 1: Military Equipment Concrete Paving**

ADD the sum of: Three hundred thirty-one thousand six hundred forty dollars

(\$ 331,640.00 ).

Alternate Bid No. 2: South Parking Lot

ADD the sum of: One hundred forty-nine thousand nine hundred  
ninety-eight dollars (\$ 149,998.00 ).

Alternate Bid No. 3: Landscaping

ADD the sum of: Thirty thousand three hundred seventy  
dollars (\$ 30,370.00 ).

Alternate Bid No. 4: Eastern Star Improvements

ADD the sum of: Twenty-six thousand six hundred twenty-one dollars  
and ten cents (\$ 26,621.10 ).

Alternate Bid No. 5: Pre-Cast Latrine

ADD the sum of: One hundred sixteen thousand eight hundred eighty-six  
dollars and sixty cents (\$ 116,886.60 ).

Alternate Bid No. 6: Field Fence

ADD the sum of: Thirty-six thousand three hundred forty-five dollars  
 (\$ 36,345.00 ).

Alternate Bid No. 7: Picnic Shelters

ADD the sum of: Two hundred seventy thousand three hundred dollars  
 (\$ 270,300.00 ).

Alternate Bid No. 8: Walkway Canopy

ADD the sum of: One hundred thirty-six thousand nine hundred dollars  
 (\$ 136,900.00 ).

Alternate Bid No. 9: Sleeping RoomsADD the sum of: Four hundred seventy-five thousand dollars(\$ 475,000.00 ).Alternate Bid No. 10: Drill Hall Acoustical Ceiling TreatmentADD the sum of: One hundred thousand seven hundred dollars(\$ 100,700.00 ).Alternate Bid No. 11: Drill Hall Acoustical Wall TreatmentADD the sum of: Sixty-nine thousand seven hundred dollars(\$ 69,700.00 ).Alternate Bid No. 12: Kitchen EquipmentADD the sum of: One hundred fifteen thousand dollars(\$ 115,000.00 ).Alternate Bid No. 13: Retractable BleachersADD the sum of: One hundred forty thousand dollars(\$ 140,000.00 ).Alternate Bid No. 14: Secondary Entrance CanopiesADD the sum of: Thirty thousand two hundred dollars(\$ 30,200.00 ).Alternate Bid No. 15: CCTV EquipmentADD the sum of: Nineteen thousand seven hundred dollars(\$ 19,700.00 ).

Alternate Bid No. 16: North Entrance Facility Sign

ADD the sum of: FIFTEEN THOUSAND ONE HUNDRED  
SIXTY & <sup>NO</sup> /100 DOLLARS (\$ 15,160.00 ).

Alternate Bid No. 17: Fencing and Gate Upgrade

ADD the sum of: SEVEN THOUSAND SEVEN HUNDRED  
THIRTY FIVE & <sup>00</sup> /100 DOLLARS (\$ 7,735.00 ).

Alternate Bid No. 18: Air Compressors

ADD the sum of: NINE THOUSAND & <sup>00</sup> /100 DOLLARS  
 (\$ 9,000.00 ).

If awarded contract on Base Bid and Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) in 545 days. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

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

#1 12/04/09 #2 12/09/09

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

## SECTION II - BID ITEMS AND UNIT COSTS

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

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

Bid items with the same number must include the same unit price.

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
<b>Primary Facility Base Bid</b>					
1	Armed Forces Reserve Center	1	LS		\$12,179,075.00
2	Maintenance Facility	1	LS		\$ 900,000.00
3	Unheated Storage Building	1	LS		\$ 250,000.00
<b>PRIMARY FACILITY BASE BID SUB-TOTAL</b>					\$13,329,075.00
<b>Project Administration/Quality Control Base Bid</b>					
4	Mobilization/Demobilization	1	LS		\$ 81,300.00
5	General Administration	1	LS		\$ 590,000.00
6	Project Quality Control	1	LS		\$ 57,500.00
7	WVDOH Encroachment Permits	1	Allow.	\$20,000.00	\$20,000.00
<b>PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL</b>					\$ 748,800.00
<b>Civil/Site Base Bid</b>					
<b>Site Preparation</b>					
8	Site Preparation	1	LS		\$ 69,200.00
9	Building Demolition	1	LS		\$ 42,600.00
10	Sediment and Erosion Control	1	LS		\$ 24,500.00
11	Retention Pond	1	LS		\$ 58,600.00
<b>Earthwork</b>					
12	Unclassified Excavation	84,000	CY	\$ 3.46	\$ 290,640.00
13	Subgrade Preparation	12,000	SY	\$ 3.83	\$ 45,960.00
14	Soil Drying	300	TN	\$335.50	\$ 100,650.00
15	Soil Conditioning	3,000	SY	\$ 10.10	\$ 30,300.00
16	Over-Excavation	1,000	SY	\$ 41.00	\$ 41,000.00
17	6" Subsurface Drains	200	LF	\$ 16.80	\$ 3,360.00
<b>Roads</b>					
18	6" Concrete Paving	5,000	SY	\$ 65.00	\$ 325,000.00
19	HMA Wearing Course	940	TN	\$ 73.50	\$ 69,090.00
20	HMA Base Course	3,100	TN	\$ 73.10	\$ 226,610.00
21	Free Draining Base	3,800	TN	\$ 32.00	\$ 121,600.00
22	Free Draining Base Trench and Piping	3,200	LF	\$ 16.50	\$ 52,800.00

23	Fabric Woven	11,100	SY	\$ 3.70	\$ 41,070.00
24	Fabric Separation	17,000	SY	\$ 1.25	\$ 21,250.00
25	AASHTO #1	7,530	TN	\$ 31.50	\$ 237,195.00
26	Class 1 Stone	2,900	TN	\$ 30.00	\$ 87,000.00
27	Pavement Marking	1	LS		\$ 2,675.00
28	Wheel Stops	153	EA	\$ 69.00	\$ 10,557.00
29	Concrete Curbing	2,800	LF	\$ 23.40	\$ 65,520.00
30	Signage	1	LS		\$ 9,424.00
Miscellaneous					
31	Sidewalk	2,100	SY	\$ 71.10	\$ 149,310.00
32	Type I Lawns	1	LS		\$ 44,720.00
33	Type II Lawns	1	LS		\$ 78,270.00
34	Force Protection Gates	2	EA	\$38,230.00	\$ 76,460.00
35	20' Sliding Gates	2	EA	\$10,300.00	\$ 20,600.00
36	Security Fencing	2,400	LF	\$ 25.10	\$ 60,240.00
37	60' Flagpole	1	EA	\$5,350.00	\$ 5,350.00
38	Retaining Wall	1,000	LF	\$ 241.76	\$ 241,760.00
39	Vehicle Wash System	1	LS		\$ 46,800.00
40	Oil/Water Separator	1	EA	\$18,635.00	\$ 18,635.00
41	Loading Ramp	1	LS		\$ 102,540.00
42	Bollards 8"	24	EA	\$ 550.00	\$ 13,200.00
43	Bollards 12"	16	EA	\$ 780.00	\$ 12,480.00
44	Bollards Removeable	4	EA	\$ 750.00	\$ 3,000.00
45	Trash Enclosure	1	LS		\$ 13,230.00
46	Chiller Enclosure	1	LS		\$ 56,700.00
47	Bicycle Racks	2	EA	\$ 850.00	\$ 1,700.00
48	Facility Sign	1	LS		\$ 15,160.00
Water					
49	1.5" PVC Water	120	LF	\$ 22.90	\$ 2,748.00
50	2" PVC Water	100	LF	\$ 28.20	\$ 2,820.00
51	4" PVC Water	230	LF	\$ 35.70	\$ 8,211.00
52	6" PVC Water	2,600	LF	\$ 34.60	\$ 89,960.00
53	PIV	1	EA	\$2,875.00	\$ 2,875.00
54	Fire Hydrant	4	EA	\$4,150.00	\$ 16,600.00
55	Water Vault	1	EA	\$28,750.00	\$ 28,750.00
Sewer					
56	Manholes, Sanitary Sewer	60	VF	\$ 373.00	\$ 22,380.00
57	Frame and Cover, Sanitary Sewer	10	EA	\$ 480.00	\$ 4,800.00
58	6" PVC Sanitary Sewer	1,150	LF	\$ 23.70	\$ 27,255.00
59	8" PVC Sanitary Sewer	440	LF	\$ 24.80	\$ 10,912.00
60	Cleanout, Sanitary Sewer	3	EA	\$ 185.00	\$ 555.00
61	Manhole Modification, Sanitary Sewer	2	EA	\$1,625.00	\$ 3,250.00
Gas					
62	Gas Service Lines	1,320	LF	\$ 11.20	\$ 14,784.00



63	Gas Regulator	1	EA	\$ 530.00	\$ 530.00
<b>Storm Drainage</b>					
64	6" PVC Storm	1,650	LF	\$ 22.10	\$ 36,465.00
65	8" PVC Storm	780	LF	\$ 26.35	\$ 20,553.00
66	12" PVC Storm	650	LF	\$ 33.50	\$ 21,775.00
67	15" PVC Storm	320	LF	\$ 36.50	\$ 11,680.00
68	12" HDPE Storm	180	LF	\$ 28.20	\$ 5,076.00
69	18" HDPE Storm	1,200	LF	\$ 37.55	\$ 45,060.00
70	24" HDPE Storm	210	LF	\$ 51.10	\$ 10,731.00
71	42" HDPE Storm	1,160	LF	\$ 94.25	\$ 109,330.00
72	42" RCP Storm	126	LF	\$ 277.00	\$ 34,902.00
73	Auger Boring and Jacking	1	LS		\$ 90,510.00
74	Type 2 Ditch	1,500	LF	8.50	\$ 12,750.00
75	Type 3 Ditch	680	LF	\$ 41.00	\$ 27,880.00
76	Type 4 Ditch	1,400	LF	\$ 8.50	\$ 11,900.00
77	18" Junction Box	5	EA	\$ 879.00	\$ 4,395.00
78	42" Junction Box	2	EA	\$2,400.00	\$ 4,800.00
79	Type "B" Drop Inlets	14	EA	\$1,225.00	\$ 17,150.00
80	Type "B" Inlet Grate and Frame	14	EA	\$ 516.00	\$ 7,224.00
81	Type "G" Drop Inlets	3	EA	\$2,130.00	\$ 6,390.00
82	Type "G" Inlet Grate and Frame	3	EA	\$ 800.00	\$ 2,400.00
83	10" Yard Drains	4	EA	\$ 186.00	\$ 744.00
84	12" In-Line Inlets	2	EA	\$ 250.00	\$ 500.00
85	Trench Drain and Grate	40	LR	\$ 243.00	\$ 9,720.00
86	Concrete Headwall	1	EA	\$4,606.00	\$ 4,606.00
<b>Power and Communications</b>					
87	Electrical Duct Bank Type 1	120	LF	\$ 66.35	\$ 7,962.00
88	Electrical Duct Bank Type 2	80	LF	\$ 80.00	\$ 6,400.00
89	Electrical Duct Bank Type 3	120	LF	\$ 66.35	\$ 7,962.00
90	Electrical Duct Bank Type 4	100	LF	\$ 71.70	\$ 7,170.00
91	Transformer Pad	1	LS		\$ 410.00
92	Emergency Generator Pad	1	LS		\$ 1,060.00
93	Communications Duct Bank Type 1	320	LF	\$ 49.70	\$ 15,904.00
94	Communications Duct Bank Type 2	190	LF	\$ 56.50	\$ 10,735.00
95	Combined Duct Bank	230	LF	\$ 54.00	\$ 12,420.00
96	Pole Lights and Bases	35	EA	\$1,525.00	\$ 53,375.00
<b>CIVIL/SITE BASE BID SUB-TOTAL</b>					<b>\$3,793,125.00</b>
<b>BASE BID TOTAL*</b>					<b>\$17,871,000.00</b>

\*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.

Alternate Bid Items					
Alternate #1 - Military Equipment Concrete Paving					
18	6" Concrete Paving	6,800	SY	\$ 65.00	\$ 442,000.00
21	Free Draining Base	1,600	TN	\$ 32.00	\$ 51,200.00
24	Fabric Separation	6,800	SY	\$ 1.25	\$ 8,500.00
25	AASHTO #1 (Deduct)	-4,600	TN	\$ 31.50	\$(144,900.00)
23	Fabric, Woven (Deduct)	-6,800	SY	\$ 3.70	\$( 25,160.00)
Alternate #1 Total					\$ 331,640.00
Alternate #2 - South Parking Lot					
13	Subgrade Preparation	2,200	SY	\$ 3.83	\$ 8,426.00
19	HMA Wearing Course	240	TN	\$ 73.50	\$ 17,640.00
20	HMA Base Course	960	TN	\$ 73.10	\$ 70,176.00
21	Free Draining Base	675	TN	\$ 32.00	\$ 21,600.00
22	Free Draining Base Trench and Piping	420	LF	\$ 16.50	\$ 6,930.00
24	Fabric Separation	2,900	SY	\$ 1.25	\$ 3,625.00
26	Class 1 Stone	505	TN	\$ 30.00	\$ 15,150.00
27	Pavement Marking	1	LS		\$ 680.00
28	Wheel Stops	69	EA	\$ 69.00	\$ 4,761.00
97	Signage	1	LS		\$ 1,010.00
Alternate #2 Total					\$ 149,998.00
Alternate #3 - Landscaping					
98	Landscaping	1	LS		\$ 30,370.00
Alternate #3 Total					\$ 30,370.00
Alternate #4 - Eastern Star Improvements					
31	Sidewalk	105	SY	\$ 71.10	\$ 7,465.50
38	Retaining Wall	60	LF	\$ 241.76	\$ 14,505.60
99	Monument Relocation	1	LS		\$ 1,600.00
100	Stairs	1	LS		\$ 3,050.00
Alternate #4 Total					\$ 26,621.10

Alternate #5 - Pre-Cast Latrine					
101	Pre-Cast Latrine	1	LS		\$ 70,300.00
102	Pre-Cast Latrine Foundation	1	LS		\$ 5,760.00
31	Sidewalk	46	SY	\$ 71.10	\$ 3,270.60
103	1" PVC Water	150	LF	\$ 23.50	\$ 3,525.00
49	1.5" PVC Water	340	LF	\$ 22.90	\$ 7,786.00
104	Water Meter	1	EA	\$1,070.00	\$ 1,070.00
56	Manholes, Sanitary Sewer	23	VF	\$ 373.00	\$ 8,579.00
57	Frame and Cover, Sanitary Sewer	2	EA	\$ 480.00	\$ 960.00
58	6" PVC Sanitary Sewer	380	LF	\$ 23.70	\$ 9,006.00
64	6" PVC Storm	300	LF	\$ 22.10	\$ 6,630.00
Alternate #5 Total					\$ 116,886.60
Alternate #6 - Field Fence					
105	24' Double Swing Farm Gate	1	EA	\$2,205.00	\$ 2,025.00
106	Field Fencing	3,900	LF	\$ 8.80	\$ 34,320.00
Alternate #6 Total					\$ 36,345.00
Alternate #7 - Picnic Shelters					
107	Picnic Shelters	1	LS		\$ 270,300.00
Alternate #7 Total					\$ 270,300.00
Alternate #8 - Walkway Canopy					
108	Walkway Canopy	1	LS		\$ 136,900.00
Alternate #8 Total					\$ 136,900.00
Alternate #9 - Sleeping Rooms					
109	Sleeping Rooms	1	LS		\$ 475,000.00
Alternate #9 Total					\$ 475,000.00
Alternate #10 - Drill Hall Acoustical Ceiling Treatment					
110	Ceiling Treatment	1	LS		\$ 100,700.00
Alternate #10 Total					\$ 100,700.00

Alternate #11 - Drill Hall Acoustical Wall Treatment					
111	Wall Treatment	1	LS		\$ 69,700.00
Alternate #11 Total					\$ 69,700.00
Alternate #12 - Kitchen Equipment					
112	Kitchen Equipment	1	LS		\$ 115,000.00
Alternate #12 Total					\$ 115,000.00
Alternate #13 - Retractable Bleachers					
113	Retractable Bleachers	1	LS		\$ 140,000.00
Alternate #13 Total					\$ 140,000.00
Alternate #14 - Secondary Entrance Canopies					
114	Canopies	1	LS		\$ 30,200.00
Alternate #14 Total					\$ 30,200.00
Alternate #15 - CCTV Equipment					
115	CCTV Equipment	1	LS		\$ 19,700.00
Alternate #15 Total					\$ 19,700.00
Alternate #16 - North Entrance Facility Sign					
48	Facility Sign	1	LS		\$ 15,160.00
Alternate #16 Total					\$ 15,160.00
Alternate #17 - Fencing and Gate Upgrade					
116	Fencing and Gate Upgrade	1	LS		\$ 7,735.00
Alternate #17 Total					\$ 7,735.00
Alternate #18 - Air Compressors					
117	Air Compressors	1	LS		\$ 9,000.00
Alternate #18 Total					\$ 9,000.00
ALTERNATE BID ITEM TOTAL					\$ 2,081,255.70
TOTAL COST WITH ALTERNATES					\$19,952,255.70

END OF SECTION II



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

STATE OF WEST VIRGINIA

COUNTY OF OHIO, TO-WIT:

I, Mark R. Sampson, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Jarvis, Downing & Emch, Inc.; and,  
(Company Name)
- 2. I do hereby attest that Jarvis, Downing & Emch, 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.

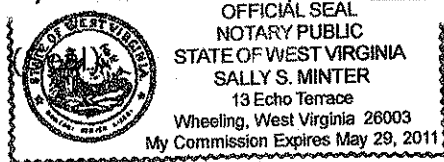
Jarvis, Downing & Emch, Inc.  
(Company Name)

By: Mark R. Sampson  
Mark R. Sampson  
Title: Vice President Estimating

Date: December 18, 2009

Taken, subscribed and sworn to before me this 18th day of December, 2009

By Commission expires May 29, 2011



Sally S. Minter  
(Notary Public)

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**VENDOR OWING A DEBT TO THE STATE:**

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

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

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

**ANTITRUST:**

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

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

**LICENSING:**

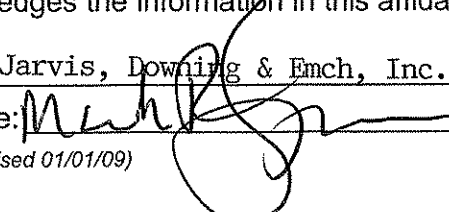
Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission,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

**CONFIDENTIALITY:**

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

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

Vendor's Name: Jarvis, Downing & Emch, Inc.

Authorized Signature:  Date: December 18, 2009

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Jarvis, Downing & Emch, Inc.  
of Wheeling, West Virginia, as Principal, and Travelers Casualty and Surety  
Company of America, Hartford, CT, a corporation organized and existing under the laws of the State of  
Connecticut with its principal office in the City of Hartford, CT, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ ----- 5% -----) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
**Construction of the Ripley Armed Forces Reserve Center for the West Virginia Army National  
Guard, Millwood, Jackson County, West Virginia, RFQ # DEF10009.**

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  
18th day of December, 2009

Principal Corporate Seal

**Jarvis, Downing & Emch, Inc.**

(Name of Principal)

By

(Must be President or  
Vice President)

**President**

(Title)

Surety Corporate Seal

**Travelers Casualty and Surety Company of America**

(Name of Surety)

By

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.**

**Countersigned**

By:

West Virginia Resident Agent



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 216968

Certificate No. 003058422

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

A. L. Stanchina

of the City of Moneta, State of Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of June, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 9th day of June, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public