



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
 DEF10009

PAGE
 1

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

RFQ COPY

NEIGHBORGALL CONSTRUCTION
1216 SEVENTH AVENUE
HUNTINGTON WV 25701

DIV ENGINEERING & FACILITIES
JOBSITE
SEE SPECIFICATIONS

DATE PRINTED 11/12/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 12/17/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		968-20		19,335,301 ⁸⁹
<p>BUILDING CONSTRUCTION</p> <p>CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT A 65,000 SQUARE FEET ARMED FORCES RESERVE CENTER FOR THE WV NATIONAL GUARD, MILLWOOD, WV, PER THE SPECIFICATIONS.</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 12/1/2009; 1:30 PM. LOCATION: THE FORMER EASTERN STAR BUILDING, 3050 POINT PLEASANT ROAD (RT.2), MILLWOOD, WV 25262. 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 MANDATOR 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>						

RECEIVED
 2009 DEC 18 PM 1:23
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

R. Neighborgall, IV *[Signature]* TELEPHONE **304-525-5181** DATE **December 18, 2009**

resident FEIN **55-0327171** ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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				<p>THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR JACKSON 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</p>		

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

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NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>[Signature]</i> C. R. NEIGHBORGALL, IVSIGNATURE NEIGHBORGALL CONSTRUCTION COMPANYCOMPANY DECEMBER 18, 2009DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p>						

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<p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ...NEIGHBORGALL CONSTRUCTION COMPANY....</p> <p>CONTRACTORS LICENSE NO.: .WV 005339.</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>						

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DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				JOHN ABBOTT (32)-----		
REQ. NO.:				DEFK10009-----		
BID OPENING DATE:				12/17/2009-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304/525-7795-----		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				C.R. NEIGHBORGALL, IV 304/525-5181 X "0"-----		

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***** THIS IS THE END OF RFQ DEF10009 ***** TOTAL:						<u>19,335,301⁸⁹</u>

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NATURE C. R. Neighborgall, IV	TELEPHONE 304-525-5181	DATE December 18, 2009
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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/officeConfidentiality.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: NEIGHBORCALL CONSTRUCTION COMPANYAuthorized Signature:  Date: December 18, 2009



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

STATE OF WEST VIRGINIA

COUNTY OF CABELL, TO-WIT:

I, C. R. Neighborgall, IV, after being first duly sworn, depose and state as follows:

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

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

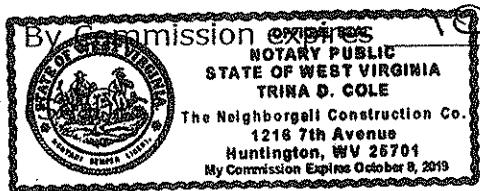
The above statements are sworn to under the penalty of perjury.

NEIGHBORGALL CONSTRUCTION COMPANY
(Company Name)

By: [Signature]
C. R. NEIGHBORGALL, IV
PRESIDENT

Date: DECEMBER 18, 2009

Taken, subscribed and sworn to before me this 18 day of DECEMBER, 2009.



10-8-2019
[Signature]
(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

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Neighborgall Construction Company
of Huntington, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, 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
Ripley Armed Forces Readiness Center DEFK10009-New Building One Story 62,000 square feet - According to
Plans and Specifications

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

Neighborgall Construction Company
(Name of Principal)

By: [Signature]
(Must be President or
Vice President)

C. R. Neighborgall, IV President
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company
(Name of Surety)

By: [Signature]
Patricia A. Moyer, WV Resident Agent Attorney-in-fact

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

General
Power
of Attorney

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 LARRY D. KERR, GREGORY T. GORDON, STEPHEN B. STODDEN, PATRICIA A. MOYE, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV 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 25th day of JUNE A.D., 2008 .

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 25th day of JUNE A.D., 2008 , 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 18th day of December A.D., 2009.



Frank A. Carrino
Frank A. Carrino, Secretary

BID FORM

SECTION I – BASE BID AND ALTERNATES

DATED: 12/18/09
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

NEIGHBORGALL CONSTRUCTION COMPANY
1216 SEVENTH AVENUE
HUNTINGTON WV 25701
WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 005339

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: Nineteen Million Three Hundred Thirty Five Thousand
Three Hundred One + 89/100 (\$19,335,301.⁸⁹).

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: TWO HUNDRED SIXTY-SIX THOUSAND EIGHT
HUNDRED THIRTY-FOUR AND No/100 (\$266,834.00).

Alternate Bid No. 2: South Parking Lot

ADD the sum of: ONE HUNDRED EIGHTY-SEVEN THOUSAND SIX HUNDRED AND 76/100 (\$ 187,600.76).

Alternate Bid No. 3: Landscaping

ADD the sum of: THIRTY-THOUSAND TWO HUNDRED THIRTY-FOUR AND NO/100 (\$ 30,234.00).

Alternate Bid No. 4: Eastern Star Improvements

ADD the sum of: TWENTY-EIGHT THOUSAND EIGHT HUNDRED ONE AND NO/100 (\$ 28,801.00).

Alternate Bid No. 5: Pre-Cast Latrine

ADD the sum of: ONE HUNDRED SIXTEEN THOUSAND SIXTY-TWO AND 70/100 (\$ 116,062.70).

Alternate Bid No. 6: Field Fence

ADD the sum of: TWENTY-FOUR THOUSAND FIVE HUNDRED THIRTY-EIGHT AND 50/100 (\$ 24,538.50).

Alternate Bid No. 7: Picnic Shelters

ADD the sum of: THREE HUNDRED TWENTY-SIX THOUSAND SIX HUNDRED SEVENTY AND NO/100 (\$ 326,670.00).

Alternate Bid No. 8: Walkway Canopy

ADD the sum of: One Hundred Seventy Two Thousand Four Hundred Fourteen & NO/100 (\$ 172,414⁰⁰).

Alternate Bid No. 9: Sleeping Rooms

ADD the sum of: Four Hundred One Thousand Eight Hundred
Thirty Six & 10/100 (\$ 401,836⁰⁰).

Alternate Bid No. 10: Drill Hall Acoustical Ceiling Treatment

ADD the sum of: One Hundred Twelve Thousand Eight
Hundred Eighty & 10/100 (\$ 112,880⁰⁰).

Alternate Bid No. 11: Drill Hall Acoustical Wall Treatment

ADD the sum of: Fifty Seven Thousand Seven Hundred
Twenty Eight & 10/100 (\$ 67,729⁰⁰).

Alternate Bid No. 12: Kitchen Equipment

ADD the sum of: ONE HUNDRED TWELVE THOUSAND FOUR
HUNDRED SIX AND 10/100 (\$ 112,406.00).

Alternate Bid No. 13: Retractable Bleachers

ADD the sum of: ONE HUNDRED THIRTY-EIGHT THOUSAND
FOUR HUNDRED EIGHT AND 10/100 (\$ 138,408.00).

Alternate Bid No. 14: Secondary Entrance Canopies

ADD the sum of: Twenty Thousand Nine Hundred
Fifty Three & 10/100 (\$ 20,953⁰⁰).

Alternate Bid No. 15: CCTV Equipment

ADD the sum of: Eighty Nine Thousand Four Hundred
Twenty Six & 10/100 (\$ 89,426⁰⁰).

Alternate Bid No. 16: North Entrance Facility Sign

ADD the sum of: THIRTEEN THOUSAND EIGHT HUNDRED
FIFTY-EIGHT AND No/100 (\$ 13,858.00).

Alternate Bid No. 17: Fencing and Gate Upgrade

ADD the sum of: FOUR THOUSAND FOUR HUNDRED AND No/100
 _____ (\$ 4,400.00).

Alternate Bid No. 18: Air Compressors

ADD the sum of: Fifty Six Thousand Eighty Eight
& No/100 (\$ 56,088⁰⁰).

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.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

SIGNATURE OF BIDDER:

Firm: NEIGHBORGALL CONSTRUCTION COMPANY

Address: 1216 SEVENTH AVENUE

Address: HUNTINGTON WV 25701

Address: _____

By:  _____
C. R. Neighborgall, IV

Title: PRESIDENT

Phone: 304/525-5181

Fax: 304/525-7795

END OF SECTION I

SECTION II - BID ITEMS AND UNIT COSTS

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

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

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

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Primary Facility Base Bid					
1	Armed Forces Reserve Center	1	LS	11,940,331. ⁰⁰	11,940,331. ⁰⁰
2	Maintenance Facility	1	LS	1,200,351. ⁰⁰	1,200,351. ⁰⁰
3	Unheated Storage Building	1	LS	151,672. ⁰⁰	151,672. ⁰⁰
PRIMARY FACILITY BASE BID SUB-TOTAL					13,292,354.⁰⁰
Project Administration/Quality Control Base Bid					
4	Mobilization/Demobilization	1	LS	243,470. ⁰⁰	243,470. ⁰⁰
5	General Administration	1	LS	1,739,550. ⁰⁰	1,739,550. ⁰⁰
6	Project Quality Control	1	LS	117,140. ⁰⁰	117,140. ⁰⁰
7	WVDOH Encroachment Permits	1	Allow.	\$20,000.00	\$20,000.00
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL					2,120,160.⁰⁰
Civil/Site Base Bid					
Site Preparation					
8	Site Preparation	1	LS	58,260. ⁰⁰	58,260. ⁰⁰
9	Building Demolition	1	LS	20,117. ⁰⁰	20,117. ⁰⁰
10	Sediment and Erosion Control	1	LS	38,114. ⁰⁰	38,114. ⁰⁰
11	Retention Pond	1	LS	63,742. ⁰⁰	63,742. ⁰⁰
Earthwork					
12	Unclassified Excavation	84,000	CY	3.75	315,168. ⁰⁰
13	Subgrade Preparation	12,000	SY	1.20	14,424. ⁰⁰
14	Soil Drying	300	TN	334.41	100,323. ⁰⁰
15	Soil Conditioning	3,000	SY	12.54	37,623. ⁰⁰
16	Over-Excavation	1,000	SY	34.75	34,750. ⁰⁰
17	6" Subsurface Drains	200	LF	23.52	4,704. ⁰⁰
Roads					
18	6" Concrete Paving	5,000	SY	38.57	192,836. ⁰⁰
19	HMA Wearing Course	940	TN	72.11	67,785. ²⁸
20	HMA Base Course	3,100	TN	71.76	222,462. ²⁰
21	Free Draining Base	3,800	TN	72.11	274,023. ⁶⁰
22	Free Draining Base Trench and Piping	3,200	LF	19.37	61,987. ²⁰

23	Fabric Woven	11,100	SY	2.69	29,903.40
24	Fabric Separation	17,000	SY	1.69	28,781.00
25	AASHTO #1	7,530	TN	24.04	181,051.32
26	Class 1 Stone	2,900	TN	25.98	75,353.60
27	Pavement Marking	1	LS	2,625.12	2,625.12
28	Wheel Stops	153	EA	67.93	10,393.44
29	Concrete Curbing	2,800	LF	27.74	77,666.00
30	Signage	1	LS	9,248.51	9,248.51
Miscellaneous					
31	Sidewalk	2,100	SY	68.51	143,874.00
32	Type I Lawns	1	LS	25,594.40	25,594.40
33	Type II Lawns	1	LS	38,526.40	38,526.40
34	Force Protection Gates	2	EA	65,272.51	130,545.02
35	20' Sliding Gates	2	EA	6,301.58	12,603.06
36	Security Fencing	2,400	LF	29.78	71,479.20
37	60' Flagpole	1	EA	7,465.85	7,465.85
38	Retaining Wall	1,000	LF	237.06	237,060.00
39	Vehicle Wash System	1	LS	22,965.00	22,965.00
40	Oil/Water Separator	1	EA	26,491.00	26,491.00
41	Loading Ramp	1	LS	102,530.85	102,530.85
42	Bollards 8"	24	EA	667.29	16,014.96
43	Bollards 12"	16	EA	2,292.20	36,675.20
44	Bollards Removeable	4	EA	2,410.56	9,642.24
45	Trash Enclosure	1	LS	22,976.00	22,976.00
46	Chiller Enclosure	1	LS	59,841.00	59,841.00
47	Bicycle Racks	2	EA	1,805.30	3,610.60
48	Facility Sign	1	LS	13,706.93	13,706.93
Water					
49	1.5" PVC Water	120	LF	22.99	2,758.92
50	2" PVC Water	100	LF	31.35	3,135.10
51	4" PVC Water	230	LF	28.84	6,633.89
52	6" PVC Water	2,600	LF	30.31	78,806.00
53	PIV	1	EA	1,933.31	1,933.31
54	Fire Hydrant	4	EA	3,448.60	13,794.40
55	Water Vault	1	EA	24,558.18	24,558.18
Sewer					
56	Manholes, Sanitary Sewer	60	VF	418.01	25,080.72
57	Frame and Cover, Sanitary Sewer	10	EA	548.64	5,486.40
58	6" PVC Sanitary Sewer	1,150	LF	34.49	39,663.50
59	8" PVC Sanitary Sewer	440	LF	36.79	16,187.60
60	Cleanout, Sanitary Sewer	3	EA	548.65	1,645.95
61	Manhole Modification, Sanitary Sewer	2	EA	3,448.60	6,897.20
Gas					
62	Gas Service Lines	1,320	LF	10.97	14,485.68

63	Gas Regulator	1	EA	522.51	522.51
Storm Drainage					
64	6" PVC Storm	1,650	LF	30.83	50,869.50
65	8" PVC Storm	780	LF	34.49	26,902.20
66	12" PVC Storm	650	LF	31.35	20,379.45
67	15" PVC Storm	320	LF	40.76	13,043.20
68	12" HDPE Storm	180	LF	34.49	6,208.20
69	18" HDPE Storm	1,200	LF	42.85	51,420.00
70	24" HDPE Storm	210	LF	62.18	13,058.43
71	42" HDPE Storm	1,160	LF	91.97	106,685.20
72	42" RCP Storm	126	LF	245.60	30,945.60
73	Auger Boring and Jacking	1	LS	100,322.79	100,322.79
74	Type 2 Ditch	1,500	LF	6.27	9,406.50
75	Type 3 Ditch	680	LF	53.30	36,244.00
76	Type 4 Ditch	1,400	LF	6.69	9,366.00
77	18" Junction Box	5	EA	1,463.14	7,315.70
78	42" Junction Box	2	EA	4,206.28	8,412.50
79	Type "B" Drop Inlets	14	EA	1,128.63	15,800.83
80	Type "B" Inlet Grate and Frame	14	EA	381.44	5,340.16
81	Type "G" Drop Inlets	3	EA	1,985.55	5,956.66
82	Type "G" Inlet Grate and Frame	3	EA	783.77	2,351.31
83	10" Yard Drains	4	EA	391.89	1,567.56
84	12" In-Line Inlets	2	EA	418.01	836.02
85	Trench Drain and Grate	40	LF	195.19	7,807.60
86	Concrete Headwall	1	EA	7,837.72	7,837.72
Power and Communications					
87	Electrical Duct Bank Type 1	120	LF	123.66	14,839.32
88	Electrical Duct Bank Type 2	80	LF	166.35	13,308.24
89	Electrical Duct Bank Type 3	120	LF	123.66	14,839.32
90	Electrical Duct Bank Type 4	100	LF	140.73	14,073.00
91	Transformer Pad	1	LS	2,388.78	2,388.78
92	Emergency Generator Pad	1	LS	2,495.91	2,495.91
93	Communications Duct Bank Type 1	320	LF	70.28	22,489.60
94	Communications Duct Bank Type 2	190	LF	92.19	17,516.10
95	Combined Duct Bank	230	LF	82.81	19,046.99
96	Pole Lights and Bases	35	EA	3,404.25	119,148.75
CIVIL/SITE BASE BID SUB-TOTAL					3,922,787.89

BASE BID TOTAL*					19,325,301.89
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*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	40.13	272,868.00
21	Free Draining Base	1,600	TN	69.55	111,280.00
24	Fabric Separation	6,800	SY	1.69	11,512.40
25	AASHTO #1 (Deduct)	-4,600	TN	23.98	-110,289.60
23	Fabric, Woven (Deduct)	-6,800	SY	2.73	-18,536.80
Alternate #1 Total					266,834.00
Alternate #2 - South Parking Lot					
13	Subgrade Preparation	2,200	SY	10.00	22,000.00
19	HMA Wearing Course	240	TN	71.46	17,150.40
20	HMA Base Course	960	TN	71.76	68,891.52
21	Free Draining Base	675	TN	69.39	46,838.25
22	Free Draining Base Trench and Piping	420	LF	19.57	8,219.40
24	Fabric Separation	2,900	SY	1.69	4,909.70
26	Class I Stone	505	TN	26.25	13,256.25
27	Pavement Marking	1	LS	664.00	664.00
28	Wheel Stops	69	EA	67.93	4,687.24
97	Signage	1	LS	984.00	984.00
Alternate #2 Total					187,600.76
Alternate #3 - Landscaping					
98	Landscaping	1	LS	30,234.00	30,234.00
Alternate #3 Total					30,234.00
Alternate #4 - Eastern Star Improvements					
31	Sidewalk	105	SY	64.17	6,738.00
38	Retaining Wall	60	LF	186.38	11,183.00
99	Monument Relocation	1	LS	1,866.00	1,866.00
100	Stairs	1	LS	9,014.00	9,014.00
Alternate #4 Total					28,801.00

Alternate #5 - Pre-Cast Latrine					
101	Pre-Cast Latrine	1	LS	65,656.00	65,656.00
102	Pre-Cast Latrine Foundation	1	LS	4,019.00	4,019.00
31	Sidewalk	46	SY	40.30	1,854.00
103	1" PVC Water	150	LF	21.00	3,150.00
49	1.5" PVC Water	340	LF	22.99	7,816.94
104	Water Meter	1	EA	500.00	500.00
56	Manholes, Sanitary Sewer	23	VF	418.01	9,614.28
57	Frame and Cover, Sanitary Sewer	2	EA	548.64	1,097.28
58	6" PVC Sanitary Sewer	380	LF	34.49	13,106.20
64	6" PVC Storm	300	LF	30.83	9,249.00
Alternate #5 Total					116,062.70
Alternate #6 - Field Fence					
105	24' Double Swing Farm Gate	1	EA	1,294.50	1,294.50
106	Field Fencing	3,900	LF	5.96	23,244.00
Alternate #6 Total					24,538.50
Alternate #7 - Picnic Shelters					
107	Picnic Shelters	1	LS	326,670.00	326,670.00
Alternate #7 Total					326,670.00
Alternate #8 - Walkway Canopy					
108	Walkway Canopy	1	LS	172,414.00	172,414.00
Alternate #8 Total					172,414.00
Alternate #9 - Sleeping Rooms					
109	Sleeping Rooms	1	LS	401,836.00	401,836.00
Alternate #9 Total					401,836.00
Alternate #10 - Drill Hall Acoustical Ceiling Treatment					
110	Ceiling Treatment	1	LS	112,880.00	112,880.00
Alternate #10 Total					112,880.00

Alternate #11 - Drill Hall Acoustical Wall Treatment					
111	Wall Treatment	1	LS	67,729 ⁰⁰	67,729 ⁰⁰
Alternate #11 Total					67,729 ⁰⁰
Alternate #12 - Kitchen Equipment					
112	Kitchen Equipment	1	LS	112,406.00	112,406.00
Alternate #12 Total					112,406.00
Alternate #13 - Retractable Bleachers					
113	Retractable Bleachers	1	LS	138,408.00	138,408.00
Alternate #13 Total					138,408.00
Alternate #14 - Secondary Entrance Canopies					
114	Canopies	1	LS	20,953 ⁰⁰	20,953 ⁰⁰
Alternate #14 Total					20,953 ⁰⁰
Alternate #15 - CCTV Equipment					
115	CCTV Equipment	1	LS	89,426 ⁰⁰	89,426 ⁰⁰
Alternate #15 Total					89,426 ⁰⁰
Alternate #16 - North Entrance Facility Sign					
48	Facility Sign	1	LS	13,858.00	13,858.00
Alternate #16 Total					13,858.00
Alternate #17 - Fencing and Gate Upgrade					
116	Fencing and Gate Upgrade	1	LS	4,400.00	4,400.00
Alternate #17 Total					4,400.00
Alternate #18 - Air Compressors					
117	Air Compressors	1	LS	56,088 ⁰⁰	56,088 ⁰⁰
Alternate #18 Total					56,088 ⁰⁰
ALTERNATE BID ITEM TOTAL					2,171,138.96
TOTAL COST WITH ALTERNATES					21,506,440.84

END OF SECTION II