



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
DEFK10017

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32
304-558-2544

RFQ COPY
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G.A. BROWN & SON, INC.
215 MILL STREET
FAIRMONT, WV 26554

DIV ENGINEERING & FACILITIES
ARMORY BOARD SECTION

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/25/2010				

BID OPENING DATE: **04/22/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		
<p>BUILDING CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF MILITARY AFFAIRS AND PUBLIC SAFETY STATE ARMORY BOARD'S DIVISION OF ENGINEERING AND FACILITIES, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS TO PROVIDE ALL LABOR AND MATERIALS TO CONSTRUCT A NEW ARMED FORCES RESERVE CENTER IN FAIRMONT, WV, (MARION CO.), PER THE FOLLOWING BID REQUIREMENTS, TERMS & CONDITIONS, AND THE PLANS AND SPECIFICATIONS AS PREPARED BY THE ARCHITECTURAL FIRM OF THE OMNI ASSOCIATES.</p> <p>THE PROJECT MANUAL AND DRAWINGS ARE AVAILABLE FROM THE OFFICE OF THE OMNI ASSOCIATES FOR A DEPOSIT OF \$400.00, VENDORS MAY CONTACT THE FIRM AT 304.367.1417. IF THE PLANS AND SPECIFICATIONS ARE RETURNED COMPLETE AND UNMARKED TO THE OFFICE OF THE ARCHITECT WITHIN TEN(10) DAYS AFTER THE TIME AND DATE DESIGNATED FOR RECEIPT OF BIDS, THE CONTRACTOR SHALL RECEIVE A REFUND OF \$150.00. PLANS RECEIVED AFTER 10 DAYS, INCOMPLETE, OR IN POOR CONDITION MAY NOT HAVE THE DEPOSIT RETURNED AT THE DISCRETION OF THE ARCHITECT. THE PROJECT MANUAL AND DRAWINGS ARE ALSO AVAILABLE ELECTRONICALLY ON CD IN .DWF FORMAT FOR A NON-REFUNDABLE PRICE OF \$150.00.</p> <p>MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 04/08/2010 AT 1516 MARY LOU RETTON DRIVE, FAIRMONT, WV, 26554 AT 1:00 PM. VENDORS MAY CONTACT JOHN H. FRYE AT 304.201.3920 FOR</p>						

RECEIVED
2010 MAY -5 PM 1:20
WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE 	TELEPHONE 304-363-4500	DATE 05.05.2010	
TITLE VICE PRESIDENT	FAX 55-0561024	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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<p>MORE DETAILED DIRECTIONS.</p> <p>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 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</p>						

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<p>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 RATES AS ESTABLISHED FOR MARION COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p>						

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<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 UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(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>						

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<p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL 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</p>						

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<p>ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS</p> <p>1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW, NO CONTRACTOR MAY USE OR SUPPLY STEEL PRODUCTS FOR A STATE CONTRACT PROJECT OTHER THAN THOSE STEEL PRODUCTS MADE IN THE UNITED STATES. AS USED USED IN THIS CONTRACT,</p> <p>A. "STATE CONTRACT PROJECT" MEANS ANY ERECTION OR CONSTRUCTION OF, OR ANY ADDITION TO, ALTERATION OF OR OTHER IMPROVEMENT TO ANY BUILDING OR STRUCTURE, INCLUDING, BUT NOT LIMITED TO, ROADS OR HIGHWAYS, OR THE INSTALLATION OF ANY HEATING OR COOLING OR VENTILATING PLANTS OR OTHER EQUIPMENT, OR THE SUPPLY OF AND MATERIALS FOR SUCH PROJECTS, PURSUANT TO A CONTRACT WITH THE STATE OF WEST VIRGINIA FOR WHICH BIDS WERE SOLICITED ON OR AFTER JUNE 6, 2001.</p> <p>B. "STEEL PRODUCTS" MEANS PRODUCTS ROLLED, FORMED, SHAPED, DRAWN, EXTRUDED, FORGED, CAST, FABRICATED OR OTHERWISE SIMILARLY PROCESSED, OR PROCESSED BY A COMBINATION OF TWO OR MORE OF SUCH OPERATIONS, FROM STEEL MADE BY THE OPEN HEARTH, BASIC OXYGEN, ELECTRIC FURNACE, BESSEMER OR OTHER STEEL MAKING PROCESS.</p> <p>C. "UNITED STATES" MEANS THE UNITED STATES OF AMERICA AND INCLUDES ALL TERRITORY, CONTINENTA</p>						

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<p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS 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>						

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NO. 1		04.15.2010				
NO. 2		04.21.2010				
NO. 3		04.23.2010				
NO. 4		04.27.2010				
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>.....SIGNATURE G.A.BROWN & SON, INC. COMPANY 05.05.2010 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 B</p>						

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<p>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> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: G.A.BROWN & SON, INC.</p> <p>CONTRACTORS LICENSE NO.: WV007675</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>						

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<p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 32</p> <p>REQ. NO.: DEFK10017</p> <p>BID OPENING DATE: 04/22/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 304-366-9456</p> <p>-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p>						

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SIGNATURE		TELEPHONE		DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
DEFK10017

PAGE
12

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 32
 304-558-2544**

RFQ COPY
 TYPE NAME/ADDRESS HERE

**G.A. BROWN & SON, INC.
 215 MILL STREET
 FAIRMONT, WV 26554**

**DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/25/2010				

BID OPENING DATE: **04/22/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				JAMES BROWN, II		

***** THIS IS THE END OF RFQ DEFK10017 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**WVARNG Fairmont Armed Forces Readiness Center
 BID FORM - SECTION I
 (Base Bid and Alternates)
 Revised 27 April 2010**

Dated: 05.05.2010

(Bidder to insert date bid submitted)

SUBMITTED BY:

G.A. BROWN & SON, INC.

(Hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 007675

SUBMITTED TO:

The State of West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment and all service necessary to complete in a workman like manner all the work required for:

**The Fairmont Armed Forces Reserve Center
 West Virginia Army National Guard
 Fairmont, Marion, West Virginia**

All in accordance with the Drawings and Specifications as prepared by Omni Associates-Architects, Inc., 1543 Fairmont Avenue, Fairmont, West Virginia 26554
 (304)367-1417.

BASE BID:

For the Sum of:

*Twenty five million nine hundred twenty four thousand
 Three hundred fifty nine and 46/100*

(\$ 25,924,359.46)

(The Base Bid includes the summation of items as described in Section II of the Bid Form.)

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.) The Owner shall have the option to accept alternates at the bid price by Change Order to the Contract for a period of 120 days after the contract award.

Refer to Section 012300 entitled "Alternates" for description of Alternates (*Amount to be shown in both words and numbers.*):

Alternate No. 1: Phase 2 Earthwork

ADD the sum of: Three hundred eighty three thousand four hundred forty two and 50/100 (\$ 383,442.50).

Alternate No. 2: Military Equipment Parking Expansion

ADD the sum of: Two hundred twenty seven thousand four hundred sixty six and 50/100 (\$ 227,496.50).

Alternate No. 3: Field Fencing

ADD the sum of: Thirty six thousand one hundred sixty five (\$ 36,165).

Alternate No. 4: Civic Arena Parking Area

ADD the sum of: Eight hundred sixty eight thousand nine hundred seventy six (\$ 868,976).

Alternate No. 5: Fencing and Gate Upgrade

ADD the sum of: Eight thousand (\$ 8,000).

Alternate No. 6: Vestibule A100

ADD the sum of: Two hundred thirteen thousand
_____ (\$ 213,000)

Alternate No. 7: Landscaping

ADD the sum of: Thirty thousand
_____ (\$ 30,000)

Alternate No. 8: Kitchen Equipment

ADD the sum of: Two hundred sixty seven thousand
_____ (\$ 267,000)

Alternate No. 9: Generator and Switchgear Sized for Additional Emergency Power

ADD the sum of: Sixteen thousand
_____ (\$ 16,000)

Alternate No. 10: Make-Up Air Unit for the Maintenance Building

ADD the sum of: Thirty four thousand
_____ (\$ 34,000)

Alternate No. 11: Warm-Up Kitchen Equipment

ADD the sum of: Thirty one thousand
_____ (\$ 31,000)

Alternate No. 12: Telescoping Stands (sections B, E & F)

ADD the sum of: One hundred sixty three thousand
_____ (\$ 163,000)

Alternate No. 13: Telescoping Stands (sections A & C)

ADD the sum of: Forty eight thousand
_____ (\$ 48,000)

Alternate No. 14: Telescoping Stands (sections D & G)

ADD the sum of: Forty six thousand
_____ (\$ 46,000)

Alternate No. 15: Entrance Signs

ADD the sum of: Twenty eight thousand
_____ (\$ 28,000)

Alternate No. 16: Floor Boxes in Assembly Hall

ADD the sum of: Thirty nine thousand
_____ (\$ 39,000)

Alternate No. 17: Sound System in Assembly Hall

ADD the sum of: Thirty five thousand
_____ (\$ 35,000)

Alternate No. 18: Projection Screen in Assembly Hall

ADD the sum of: Eleven thousand
_____ (\$ 11,000)

Alternate No. 19: Wood Athletic Flooring

ADD the sum of: One hundred twenty thousand
_____ (\$ 120,000)

Alternate No. 20: Lightning Protection

ADD the sum of: Fifty three thousand
_____ (\$ 53,000)

Alternate No. 21: Additional Data Jacks

ADD the sum of: Seventy six thousand
_____ (\$ 76,000)

If awarded contract on Base Bid, I (we) agree to perform the work to **Substantial Completion and Beneficial Occupancy no later than 1 September 2011**. In addition to liquidated damages specified in Federal Guidelines, General Provisions 54, an additional fee of \$1,250.00 per day to cover expenses to the Government will be assessed. Total liquidated damages are \$2,750.00 first day and \$1,500.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one calendar day. 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 binding 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 | #2 | #3 | #4 |
| <u>04.15.10</u> | <u>04.21.10</u> | <u>04.23.10</u> | <u>04.27.10</u> |

SIGNATURE OF BIDDER:

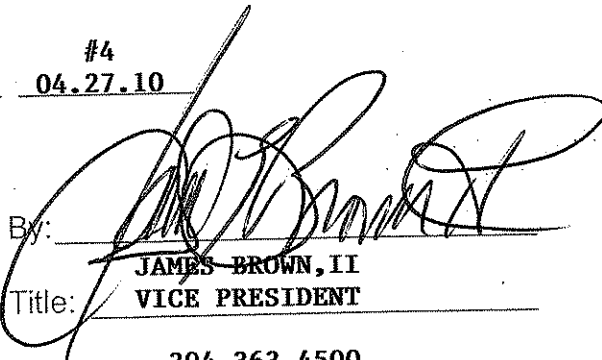
Firm: G.A. BROWN & SON, INC.

Address: 215 MILL STREET

Address: FAIRMONT, WV 26554

Address: _____

Tax Cert#: 55-0561024

By: 

Title: JAMES BROWN, II
VICE PRESIDENT

Phone: 304-363-4500

Fax: 304-366-9456

END OF SECTION I

Item No.	Quantity	Description	Unit	Unit Price	Amount
General Contract Administration					
1	1	Armed Forces Reserve Center (Zones A, B, C)	LS	14,880,000.00	\$ 14,880,000.00
2	1	Maintenance Building (Zone D)	LS	1,156,000.00	\$ 1,156,000.00
3	1	Mobilization / Demobilization	LS	173,300.00	\$ 173,300.00
4	1	General Administration	LS	785,550.00	\$ 785,550.00
5	1	Project Quality Control	LS	111,800.00	\$ 111,800.00
Site General Contract Administration					
6	1	Sitework Mobilization/Demobilization	LS	37,000.00	\$ 37,000.00
7	1	Sitework General Administration	LS	142,000.00	\$ 142,000.00
8	1	Sitework Project Quality Control	LS	63,500.00	\$ 63,500.00
9	1	WVDOH Encroachment Permit (Allowance No. 2)	LS	10,000.00	\$ 10,000.00
Site Preparation					
10	1	Site Preparation	LS	69,700.00	\$ 69,700.00
11	1	Gas Line Relocation (Allowance No. 3)	LS	200,000.00	\$ 200,000.00
12	1	Sediment and Erosion Control	LS	42,232.00	\$ 42,232.00
13	3	Sediment Pond	EA	33,786.00	\$ 101,358.00
14	10	Waste Removal	TN	70.00	\$ 700.00
Earthwork					
15	442,000	Unclassified Excavation	CY	3.78	\$ 1,670,760.00
16	1	6" Lean Concrete Mat	LS	422,924.50	\$ 422,924.50
17	1	Waterproof Coating	LS	164,000.00	\$ 164,000.00
18	15,000	Subgrade Preparation	SY	13.20	\$ 198,000.00
19	300	Soil Drying	TN	311.50	\$ 93,450.00
20	3,000	Soil Conditioning - 12"	SY	14.25	\$ 42,750.00
21	1,000	Soil Conditioning - 18"	SY	28.50	\$ 28,500.00
22	3,000	Over-Excavation	SY	26.50	\$ 79,500.00

23	2,300	6" Subsurface Drains	LF	23.25	\$	53,475.00
24	1,700	8" Subsurface Drains	LF	27.50	\$	46,750.00
Roads						
25	13,000	7" Concrete Paving	SY	75.40	\$	980,200.00
26	1,070	HMA Wearing Course	TN	84.00	\$	89,880.00
27	4,420	HMA Base Course	TN	79.00	\$	349,180.00
28	5,800	Free Draining Base	TN	73.50	\$	426,300.00
29	5,040	Free Draining Base Trench and Piping	LF	29.50	\$	148,680.00
30	25,900	Fabric Separation	SY	1.10	\$	28,490.00
31	4,500	Class 1 Stone	TN	27.50	\$	123,750.00
32	1	Pavement Marking	LS	8,250.00	\$	8,250.00
33	163	Wheel Stops	EA	264.00	\$	43,032.00
34	1,400	Concrete Curbing	LF	63.10	\$	88,340.00
35	1	Signage	LS	8,500.00	\$	8,500.00
36	170	Grass Pavers	SY	116.00	\$	19,720.00
37	730	Gravel Road	LF	63.00	\$	45,990.00
Miscellaneous						
38	400	Screening Berm	LF	46.50	\$	18,600.00
39	1,500	Sidewalk	SY	62.10	\$	93,150.00
40	1	Type I Lawn	LS	32,309.36	\$	32,309.36
41	1	Type II Lawn	LS	18,847.13	\$	18,847.13
42	1	Type III Ground Cover for Slopes	LS	37,694.25	\$	37,694.25
43	2	Force Protection Gate	EA	32,500.00	\$	65,000.00
44	3	24' Sliding Gate	EA	5,500.00	\$	16,500.00
45	2	16' Sliding Gate	EA	2,270.00	\$	4,540.00
46	1,140	Security Fencing	LF	26.00	\$	29,640.00
47	1	Concrete Stairs	LF	1,840.00	\$	1,840.00
48	2	40' Flagpole	EA	3,750.00	\$	7,500.00

49	800	Retaining Wall	LF	258.00	\$	206,400.00
50	45	Loading Dock Wall	LF	275.00	\$	12,375.00
51	1	Vehicle Wash System	LS	20,500.00	\$	20,500.00
52	1	Oil/Water Separator	EA	74,000.00	\$	74,000.00
53	1	Loading Ramp	LS	128,500.00	\$	128,500.00
54	30	Bollards 8"	EA	1,100.00	\$	33,000.00
55	20	Bollards 12"	EA	2,500.00	\$	50,000.00
56	15	Bollards Removable	EA	3,800.00	\$	57,000.00
57	1	Trash Enclosure	LS	18,900.00	\$	18,900.00
Water						
58	20	2" Restrained Joint PVC	LF	54.11	\$	1,082.20
59	160	2" PVC Water	LF	40.12	\$	6,419.26
60	330	4" PVC Water	LF	31.67	\$	10,452.42
61	1,400	6" PVC Water	LF	42.23	\$	59,124.80
62	200	6" DIP Water	LF	58.07	\$	11,613.80
63	200	8" PVC Water	LF	47.51	\$	9,502.20
64	800	12" PVC Water	LF	66.52	\$	53,212.32
65	600	12" DIP Water	LF	101.88	\$	61,130.82
66	1	PIV	EA	2,269.97	\$	2,269.97
67	4	Fire Hydrant	EA	4,328.78	\$	17,315.12
68	1	Water Vault	EA	50,150.50	\$	50,150.50
Sewer						
69	120	Manholes, Sanitary Sewer	VF	475.00	\$	57,000.00
70	17	Frame and Cover, Sanitary Sewer	EA	613.00	\$	10,421.00
71	1,250	6" PVC Sanitary Sewer	LF	41.20	\$	51,500.00
72	1,400	8" PVC Sanitary Sewer	LF	45.00	\$	63,000.00
73	3	Cleanout, Sanitary Sewer	EA	650.00	\$	1,950.00

Utility Extensions					
26	1,200	HMA Wearing Course	TN	83.94	\$ 100,723.32
74	30	8" DIP Water	LF	84.50	\$ 2,535.00
65	1,200	12" DIP Water	LF	102.00	\$ 122,400.00
67	1	Fire Hydrant	EA	4,325.00	\$ 4,325.00
69	35	Manholes, Sanitary Sewer	VF	475.00	\$ 16,625.00
70	5	Frame and Cover, Sanitary Sewer	EA	612.00	\$ 3,060.00
72	1,560	8" PVC Sanitary Sewer	LF	45.00	\$ 70,200.00
75	850	Street Repair	LF	105.50	\$ 89,675.00
76	4	Service Connections	EA	1,640.00	\$ 6,560.00
Gas					
77	630	2" Gas Service Lines	LF	30.00	\$ 18,900.00
78	700	6" Gas Service Lines	LF	37.00	\$ 25,900.00
Storm Drainage					
79	800	6" PVC Storm	LF	42.25	\$ 33,800.00
80	780	8" PVC Storm	LF	45.50	\$ 35,490.00
81	900	12" PVC Storm	LF	50.00	\$ 45,000.00
82	1,000	12" HDPE Storm	LF	48.50	\$ 48,500.00
83	2,000	18" HDPE Storm	LF	57.00	\$ 114,000.00
84	1,400	24" HDPE Storm	LF	67.50	\$ 94,500.00
85	1,160	42" HDPE Storm	LF	137.25	\$ 159,210.00
86	1,200	Type 1 Ditch	LF	111.00	\$ 133,200.00
87	200	Type 2 Ditch	LF	27.25	\$ 5,450.00
88	1,800	Type 4 Ditch	LF	10.50	\$ 18,900.00

89	3,000	Type 5 Ditch	LF	11.00	\$	33,000.00
90	4	Junction Box	EA	2,270.00	\$	9,080.00
91	1	42" Junction Box	EA	10,136.00	\$	10,136.00
92	2	Modified Junction Box	EA	8,975.00	\$	17,950.00
93	35	Type "B" Drop Inlets	EA	1,927.00	\$	67,445.00
94	35	Type "B" Inlet Gate and Frame	EA	740.00	\$	25,900.00
95	2	Type "G" Drop Inlets	EA	2,217.00	\$	4,434.00
96	2	Type "G" Inlet Gate and Frame	EA	765.50	\$	1,531.00
97	1	Modified Inlet	EA	4,750.00	\$	4,750.00
98	1	Modified Gate & Frame	EA	1,200.00	\$	1,200.00
99	10	10" Yard Drains	EA	966.00	\$	9,660.00
100	12	12" In-Line Inlets	EA	1,200.00	\$	14,400.00
101	40	Trench Drain and Grate	LF	222.00	\$	8,880.00
102	3	Concrete Headwall	EA	7,000.00	\$	21,000.00
Power and Communcations						
103	20	Electrical Duct Bank Type 1	LF	64.50	\$	1,290.00
104	43	Electrical Duct Bank Type 2	LF	614.50	\$	26,423.50
105	62	Electrical Duct Bank Type 3	LF	170.00	\$	10,540.00
106	36	Communications Duct Bank Type 1	LF	82.50	\$	2,970.00
107	1,640	Combined Duct Bank Type 1	LF	101.50	\$	166,460.00
108	1	Transformer Pad	LS	500.00	\$	500.00
109	1	Emergency Generator Pad	LS	2,355.00	\$	2,355.00
110	1	JICCS Pad	LS	9,500.00	\$	9,500.00
					BID TOTAL	\$ 25,924,359.46

ALTERNATE BID ITEM # 1 - Phase 2 Earthwork					
15	98,000	Unclassified Excavation	CY	3.78	\$ 370,440.00
19	10	Soil Drying	TN	311.50	\$ 3,115.00
20	100	Soil Conditioning - 12"	SY	14.25	\$ 1,425.00
22	100	Over-Excavation	SY	26.50	\$ 2,650.00
23	250	6" Subsurface Drain	LF	23.25	\$ 5,812.50
				TOTAL	\$ 383,442.50
ALTERNATE BID ITEM # 2 - Military Equipment Parking Expansion					
18	4,430	Subgrade Preparation	SY	13.20	\$ 58,476.00
29	150	Free Draining Base Trench Piping	LF	38.00	\$ 5,700.00
30	660	Fabric Separation	SY	1.30	\$ 858.00
111	4,430	Fabric Woven	SY	3.75	\$ 16,612.50
112	3,000	AASHTO # 1	TN	30.00	\$ 90,000.00
31	980	Class 1 Stone	TN	27.50	\$ 26,950.00
44	1	24' Sliding Gates	EA	5,500.00	\$ 5,500.00
46	900	Security Fencing	LF	26.00	\$ 23,400.00
				TOTAL	\$ 227,496.50
ALTERNATE BID ITEM # 3 - Field Fencing					
113	3	24' Double Swing Farm Gate	EA	1,850.00	\$ 5,550.00
114	3,900	Field Fencing	LF	7.85	\$ 30,615.00
				TOTAL	\$ 36,165.00

ALTERNATE BID ITEM # 4 - Civic Arena Parking Area					
21	9,900	Soil Conditioning - 18"	SY	28.50	\$ 282,150.00
26	800	HMA Wearing Course	TN	84.00	\$ 67,200.00
27	2,125	HMA Base Course	TN	79.00	\$ 167,875.00
28	2,230	Free Draining Base	TN	73.50	\$ 163,905.00
29	1,800	Free Draining Base Trench and Piping	LF	29.50	\$ 53,100.00
30	9,900	Fabric Separation	SY	1.10	\$ 10,890.00
31	1,680	Class 1 Stone	TN	27.50	\$ 46,200.00
115	1	Pavement Markings	LS	1,250.00	\$ 1,250.00
116	1	Signage	LS	2,750.00	\$ 2,750.00
33	279	Wheel Stops	EA	264.00	\$ 73,656.00
				TOTAL	\$ 868,976.00
ALTERNATE BID ITEM # 5 - Fencing and Gate Upgrade					
117	1	Fencing / Gate Upgrade	LS	8,000.00	\$ 8,000.00
				TOTAL	\$ 8,000.00

Per Addendum #3

BID FORM - SECTION II – (Unit Prices)
Revised 22 April 2010

The costs indicated below are included in, and are a breakdown of, the Base Bid. In the event the total segregated prices shown below differ from the Base Bid indicated above, the Base Bid will govern.

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, in accordance with Contract Conditions, Section 012200 – Unit Prices.

SEE ATTACHED FORM

Item No.	Quantity	Description	Unit	Unit Price	Amount
General Contract Administration					
1	1	Armed Forces Reserve Center (Zones A, B, C)	LS		
2	1	Maintenance Building (Zone D)	LS		
3	1	Mobilization/Demobilization	LS		
4	1	General Administration	LS		
5	1	Project Quality Control	LS		
Site General Contract Administration					
6	1	Sitework Mobilization/Demobilization	LS		
7	1	Sitework General Administration	LS		
8	1	Sitework Project Quality Control	LS		
9	1	WVDOH Encroachment Permit (Allowance No. 2)	LS		\$10,000.00
Site Preparation					
10	1	Site Preparation	LS		
11	1	Gas Line Relocation (Allowance No. 3)	LS		\$200,000.00
12	1	Sediment and Erosion Control	LS		
13	3	Sediment Pond	EA		
14	10	Waste Removal	TN		

Earthwork					
15	442,000	Unclassified Excavation	CY		
16	1	6" Lean Concrete Mat	LS		
17	1	Waterproof Coating	LS		
18	15,000	Subgrade Preparation	SY		
19	300	Soil Drying	TN		
20	3,000	Soil Conditioning-12"	SY		
21	1,000	Soil Conditioning-18"	SY		
22	3,000	Over-Excavation	SY		
23	2,300	6" Subsurface Drains	LF		
24	1,700	8" Subsurface Drains	LF		
Roads					
25	13,000	7" Concrete Paving	SY		
26	1,070	HMA Wearing Course	TN		
27	4,420	HMA Base Course	TN		
28	5,800	Free Draining Base	TN		
29	5,040	Free Draining Base Trench and Piping	LF		
30	25,900	Fabric Separation	SY		
31	4,500	Class 1 Stone	TN		
32	1	Pavement Marking	LS		
33	163	Wheel Stops	EA		
34	1,400	Concrete Curbing	LF		
35	1	Signage	LS		
36	170	Grass Pavers	SY		

37	730	Gravel Road	LF		
Miscellaneous					
38	400	Screening Berm	LF		
39	1,500	Sidewalk	SY		
40	1	Type I Lawn	LS		
41	1	Type II Lawn	LS		
42	1	Type III Ground Cover for Slopes	LS		
43	2	Force Protection Gate	EA		
44	3	24' Sliding Gate	EA		
45	2	16' Swing Gate	EA		
46	1,140	Security Fencing	LF		
47	1	Concrete Stairs	LF		
48	2	40' Flagpole	EA		
49	800	Retaining Wall	LF		
50	45	Loading Dock Wall	LF		
51	1	Vehicle Wash System	LS		
52	1	Oil/Water Separator	EA		
53	1	Loading Ramp	LS		
54	30	Bollards 8"	EA		
55	20	Bollards 12"	EA		
56	15	Bollards Removable	EA		
57	1	Trash Enclosure	LS		
Water					
58	20	2" Restrained Joint PVC	LF		

59	160	2" PVC Water	LF		
60	330	4" PVC Water	LF		
61	1,400	6" PVC Water	LF		
62	200	6" DIP Water	LF		
63	200	8" PVC Water	LF		
64	800	12" PVC Water	LF		
65	600	12" DIP Water	LF		
66	1	PIV	EA		
67	4	Fire Hydrant	EA		
68	1	Water Vault	EA		
Sewer					
69	120	Manholes, Sanitary Sewer	VF		
70	17	Frame and Cover, Sanitary Sewer	EA		
71	1,250	6" PVC Sanitary Sewer	LF		
72	1,400	8" PVC Sanitary Sewer	LF		
73	3	Cleanout, Sanitary Sewer	EA		
Utility Extensions					
26	1,200	HMA Wearing Course	TN		
74	30	8" DIP Water	LF		
65	1,200	12" DIP Water	LF		
67	1	Fire Hydrant	EA		
69	35	Manholes, Sanitary Sewer	VF		
70	5	Frame and Cover, Sanitary Sewer	EA		
72	1,560	8" PVC Sanitary Sewer	LF		

75	850	Street Repair	LF		
76	4	Service Connections	EA		
GAS					
77	630	2" Gas Service Lines	LF		
78	700	6" Gas Service Lines	LF		
Storm Drainage					
79	800	6" PVC Storm	LF		
80	780	8" PVC Storm	LF		
81	900	12" PVC Storm	LF		
82	1,000	12" HDPE Storm	LF		
83	2,000	18" HDPE Storm	LF		
84	1,400	24" HDPE Storm	LF		
85	1,160	42" HDPE Storm	LF		
86	1,200	Type 1 Ditch	LF		
87	200	Type 2 Ditch	LF		
88	1,800	Type 4 Ditch	LF		
89	3,000	Type 5 Ditch	LF		
90	4	Junction Box	EA		
91	1	42" Junction Box	EA		
92	2	Modified Junction Box	EA		
93	35	Type "B" Drop Inlets	EA		
94	35	Type "B" Inlet Gate & Frame	EA		
95	2	Type "G" Drop Inlets	EA		
96	2	Type "G" Inlet Gate & Frame	EA		

97	1	Modified Inlet	EA		
98	1	Modified Grate & Frame	EA		
99	10	10" Yard Drains	EA		
100	12	12" In-Line Inlets	EA		
101	40	Trench Drain and Grate	LF		
102	3	Concrete Headwall	EA		
Power and Communications					
103	20	Electrical Duct Bank Type 1	LF		
104	43	Electrical Duct Bank Type 2	LF		
105	62	Electrical Duct Bank Type 3	LF		
106	36	Communications Duct Bank Type 1	LF		
107	1,640	Combined Duct Bank Type 1	LF		
108	1	Transformer Pad	LS		
109	1	Emergency Generator Pad	LS		
110	1	JICCS Pad	LS		
				Bid Total	
ALTERNATE BID ITEM #1-Phase 2 Earthwork					
Alternate Bid Item #1-Phase 2 Earthwork					
15	98,000	Unclassified Excavation	CY		
19	10	Soil-Drying	TN		
20	100	Soil Conditioning - 12"	SY		
22	100	Over-Excavation	SY		
23	250	6" Subsurface Drain	LF		

				Total	
ALTERNATE BID ITEM #2 - Military Equipment Parking Expansion					
18	4,430	Subgrade Preparation	SY		
29	150	Free Draining Base Trench Piping	LF		
30	660	Fabric Separation	SY		
111	4,430	Fabric, Woven	SY		
112	3,000	AASHTO #1	TN		
31	980	Class 1 Stone	TN		
44	1	24' Sliding Gates	EA		
46	900	Security Fencing	LF	Total	
ALTERNATE BID ITEM #3 - Field Fencing					
113	3	24' Double Swing Farm Gate	EA		
114	3,900	Field Fencing	LF		
				Total	
ALTERNATE BID ITEM #4 - Civic Arena Parking Area					
21	9,900	Soil Conditioning-18"	SY		
26	800	HMA Wearing Course	TN		
27	2,125	HMA Base Course	TN		
28	2,230	Free Draining Base	TN		
29	1,800	Free Draining Base Trench & Piping	LF		
30	9,900	Fabric Separation	SY		
31	1,680	Class 1 Stone	TN		
115	1	Pavement Markings	LS		

116	1	Signage	LS		
33	279	Wheel Stops	EA		
				Total	
ALTERNATE BID ITEM #5 - Fencing and Gate Upgrade					
117	1	Fencing/Gate Upgrade	1	LS	
				Total	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, G. A. Brown & Son, Inc.,
of Fairmont, West Virginia, as Principal, and Fidelity and Deposit Company of
Maryland of Baltimore, Maryland, a corporation organized and existing under the laws of the State of
Maryland with its principal office in the City of Baltimore, MD, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the 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
Construct a new Armed Forces Reserve Center, in Fairmont, Marion County, West Virginia.
DEFK10017.

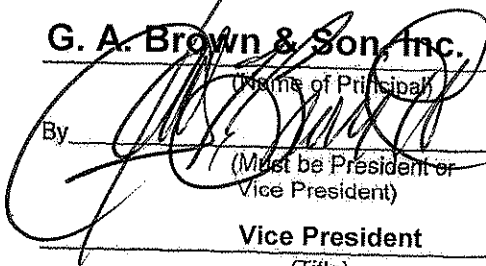
NOW THEREFORE,

- (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
29th day of April, 20 10.

Principal Corporate Seal

G. A. Brown & Son, Inc.
(Name of Principal)
By 
(Must be President or
Vice President)
Vice President
(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)


Attorney-in-Fact

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

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **A. L. STANCHINA, of Moneta, Virginia**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of A. L. STANCHINA, dated June 14, 2004.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of July, A.D. 2004.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Eric D. Barnes

Eric D. Barnes

M. P. Hammond

By:

M. P. Hammond

Vice President

State of Maryland } ss:
City of Baltimore }

**FOR YOUR PROTECTION,
LOOK FOR THE ZURICH WATERMARK**

On this 28th day of July, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

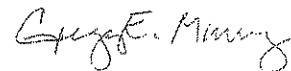
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 29th day of April, 2010.



Assistant Secretary



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

STATE OF WEST VIRGINIA

COUNTY OF MARION, TO-WIT:

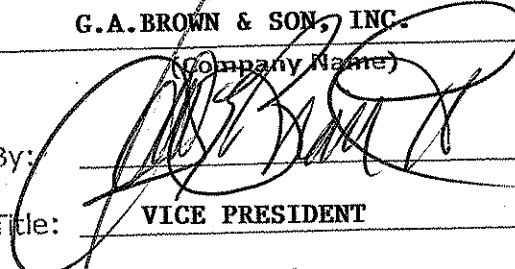
I, JAMES BROWN, II, after being first duly sworn, depose and state as follows:

1. I am an employee of G.A.BROWN & SON, INC.; and,
(Company Name)
2. I do hereby attest that G.A.BROWN & SON, 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.

G.A.BROWN & SON, INC.
(Company Name)

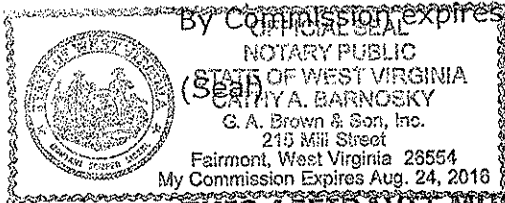
By: 

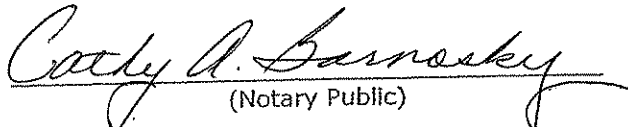
Title: VICE PRESIDENT

Date: 05.05.2010

Taken, subscribed and sworn to before me this 5th day of MAY 2010

By Commission expires August 24, 2016




(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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: G.A. BROWN & SON, INC.

Authorized Signature: *[Signature]* Date: 05.05.2010

State of West Virginia

County of MARION, to-wit:

Taken, subscribed, and sworn to before me this 5th day of MAY, 2010.

My Commission expires August 24, 2016.

AFFIX SEAL HERE

NOTARY PUBLIC *Cathy A. Barnosky*

