



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  
**DEFK7213**

PAGE  
**1**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**G.A. BROWN & SON, INC.  
 215 MILL STREET  
 FAIRMONT, WV 26554**

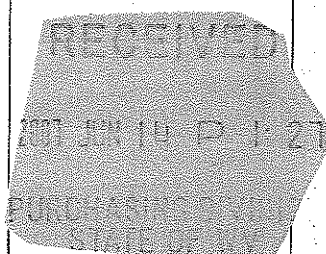
SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/16/2007				

BID OPENING DATE: **05/24/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20		
<p align="center"><b>REQUEST FOR QUOTATION</b></p> <p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE WV ARMY NATIONAL GUARD TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY TO CONSTRUCT A NEW ADDITION TO THE KINGWOOD READINESS CENTER, KINGWOOD, WV.</p> <p>MANDATORY ON-SITE PRE-BID: 5/8/2007; 10:30 AM</p> <p>PLANS &amp; SPECIFICATIONS MAY OBTAINED BY CONTACTING:            CHARLESTON BLUEPRINT            1203 VIRGINIA STREET            CHARLESTON, WV 25301            (304) 343-1063</p> <p><b>CONSTRUCTION OF AN ADDITION TO READINESS CENTER</b></p> <p>EXHIBIT 5</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</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>304-363-4500</b>	DATE <b>6-14-2007</b>
TITLE <b>VICE PRESIDENT</b>	FAX <b>55-0561024</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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



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**2**

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VENDOR

SHIP TO

**DIV ENGINEERING & FACILITIES  
 ARMORY BOARD SECTION**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/16/2007				

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<p>WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR PRESTON 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>( ) 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.</p>						

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<p>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 PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p>						

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<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 ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM</p>						

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<p>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> <p>NO. 1 ..05-16-2007.....</p> <p>NO. 2 ..05-24-2007.....</p>						

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A U T H O R I Z E D

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S H I P T O

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
NO. 3		05-29-2007				
NO. 4						
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><i>[Signature]</i> ..... SIGNATURE</p> <p>G.A. BROWN &amp; SON, INC. .... COMPANY</p> <p>6-14-2007 ..... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p>						

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<p>CONTRACTORS NAME: ..... <b>G.A. BROWN &amp; SON, INC.</b> .....</p> <p>CONTRACTORS LICENSE NO.: ..... <b>WV007675</b> .....</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 style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE 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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</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</p>						

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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-----		
REQ. NO.:				DEFK7213-----		
BID OPENING DATE:				5/24/2007-----		
BID OPENING TIME:				1:30 PM-----		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-366-9456-----		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
				JAMES E. BROWN, II-----		

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***** THIS IS THE END OF RFQ DEFK7213 ***** TOTAL: _____						

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# 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 owned 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 exceed 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.

**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. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

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

Authorized Signature:  Date: 6-14-2007

**ACORD CERTIFICATE OF LIABILITY INSURANCE**

OF ID 001  
GABR001

06/19/06

**PRODUCER**  
George H. Friedlander Co.  
PO Box 2466  
1566 Kanawha Blvd. E.  
Charleston WV 25311  
me: 304-357-4520 Fax: 304-345-8724

**INSURED**  
  
G.A. Brown & Son, Inc.  
215 Mill St.  
Fairmont WV 26554-4418

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b>
INSURER A:	Westfield Insurance Companies	24112
INSURER B:	ZURICH COMMERCIAL	
INSURER C:		
INSURER D:		
INSURER E:		

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CMM3433918	06/30/06	06/30/07	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	
A	AUTOMOBILE LIABILITY	CMM3433918	06/30/06	06/30/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT	\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: EA ACC	\$
					AUTO ONLY: AGG	\$
B	EXCESS/UMBRELLA LIABILITY	AUC-5085809-02	06/30/06	06/30/07	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ NONE					\$
						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CMM3433918	06/30/06	06/30/07	WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				OTH-ER	
	If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	\$ 1000000
	OTHER				E.L. DISEASE - EA EMPLOYEE	\$ 1000000
					E.L. DISEASE - POLICY LIMIT	\$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

MARC012

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*Richard J. Higginbotham*

SECTION I - BASE BID AND ALTERNATES

Dated: 6-14-2007  
(Bidder to insert date bid submitted)

SUBMITTED BY:

G.A. BROWN & SON, INC. (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV WV007675

For: KINGWOOD READINESS CENTER  
KINGWOOD, WEST VIRGINIA

QUALIFICATIONS OF BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations.

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 necessary for the satisfactory and complete construction of Kingwood Readiness Center, Kingwood, WV in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

For the Sum of: Six million, two hundred sixty one thousand  
two hundred fifty two (\$ 6,261,252<sup>00</sup>)

(The Base Bid is the summation of items as specified 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.)

**Alternate Bid #1: Locker Room and Connecting Corridor** - This work shall include all work that is delineated on the drawings as "Alternate No. 1" and their referenced details across all disciplines in accordance with the Plans and Specifications. This work consists of, but is not limited to, coordination, demolition, and site work, as well as furnishing and installing foundations, walls, partitions, interior finishes, lockers, doors, windows, steel framing, masonry, roofing, mechanical, electrical, plumbing, and telecommunication.

ADD the sum of: Four hundred eighty seven thousand twenty nine  
none (\$ 487,029.15 )

Alternate Bid #2: Front Entry Canopy and Sun Shading Device - This work shall consist of furnishing and installing the canopy at the front entrance and the sun shading device in accordance with the Plans and Specifications.

ADD the sum of: Ninety nine thousand three hundred sixty  
zero (\$ 99,360 )

Alternate Bid #3: Emergency Generator - This work shall consist of furnishing and installing an emergency generator in accordance with the Plans and Specifications.

ADD the sum of: Two hundred sixty four thousand seven hundred  
forty five (\$ 264,745 )

Alternate Bid #4: Courtyard Screening Wall - This work shall consist of furnishing and installing a courtyard screening wall in accordance with the Plans and Specifications.

ADD the sum of: Nine hundred seventy seven thousand  
two hundred ten (\$ 977,210 )

Alternate Bid #5: Landscaping - This work shall consist of furnishing and installing landscaping in accordance with the Plans and Specifications.

ADD the sum of: Forty six thousand one hundred fifteen  
zero (\$ 46,115 )

Alternate Bid #6: Site Lighting - This work shall consist of furnishing and installing site lighting in accordance with the Plans and Specifications.

ADD the sum of: One hundred ten thousand six hundred  
thirty (\$ 110,630 )

Alternate Bid #7: POV Parking Lot Asphalt Paving - This work shall consist of furnishing and installing asphalt paving in accordance with the Plans and Specifications.

ADD the sum of: One hundred fourteen thousand four hundred and thirty  
zero

(\$ 114,403 )

**Alternate Bid #8: Military Parking** - This work shall consist of furnishing and installing the military parking in accordance with the Plans and Specifications.

ADD the sum of: One hundred eighteen thousand eight hundred twenty two (\$ 118,822 )

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for operation and use no later than **450 calendar days** from Notice to Proceed. Total liquidated damages are \$1,500.00 for each day of delay for work not completed after contract completion date, plus a one time fixed cost of \$2,500.00 for Staff Judge Advocate Review and contract modification.

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.

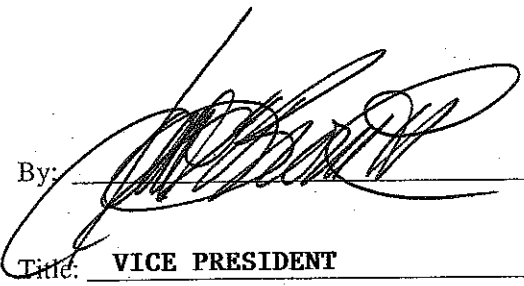
The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities 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.)

**ADDENDUM # 1**      **ADDENDUM # 2**      **ADDENDUM # 3**  
05-16-2007      05-24-2007      05-29-2007

**SIGNATURE OF BIDDER:**

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

By: 

Address: 215 MILL STREET

Title: VICE PRESIDENT

Address: FAIRMONT, WV 26554

Phone: 304-363-4500

Address: \_\_\_\_\_

Fax: 304-366-9456

Tax Cert#: 55-0561024

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

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>PRIMARY FACILITY BASE BID</b>					
1	Primary Facility	1	LS		
<b>PRIMARY FACILITY BASE BID TOTAL</b>					
<b>CIVIL / SITE BASE BID</b>					
2	Mobilization/Demobilization (maximum 7%)	1	LS		
3	Sediment and Erosion Control	1	LS		
4	Gas Line Relocation	1	LS		
5	Site Preparation	1	LS		
6	General Construction Administration	1	LS		
7	Quality Control (maximum 2%)	1	LS		
8	Unclassified Excavation	23,700	CY		
9	Structural Fill	17,000	CY		
10	Soil Conditioning	10,000	SY		
11	Over-Excavation	1,000	SY		
12	Subsurface Drains	550	LF		
13	Type I - Lawns	1	LS		
14	Type II - General Seeding	1	LS		
15	Sliding Gate, 24 - 6' Fabric	1	EA		
16	Wearing Course	650	TN		
17	Base Course	2,800	TN		
18	Free Draining Base	1,500	TN		
19	Free Draining Base Trench	2,000	LF		
20	Fabric, Separation	6,800	SY		
21	Fabric, Woven	4,300	SY		
22	AASHTO #1 Stone	1,450	TN		
23	Class 1 Stone	1,600	TN		
24	Pavement Marking	1	LS		
25	Wheelstops	39	EA		
26	Cast-in-place Concrete Curb	1,220	LF		
27	Gas Service Line	25	LF		
28	Equipment Pads	1	LS		
29	Water Line, 6" DCI	150	LF		
30	6" PVC Sanitary Sewer	155	LF		
31	Cleanout Sanitary Sewer	1	EA		
32	Asphalt Sidewalk	500	SY		
**33**	Concrete Sidewalk (4")	1,131	SY		
34	1 1/2" Aluminum Handrail	365	LF		
35	Miscellaneous Signs	1	LS		
**36**	High Retaining Wall	2,200	SF		

SEE ATTACHED



NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
**37**	Low Retaining Walls	1,000	SF		
38	Bollards 8"	6	EA		
39	Bollards 12"	16	EA		
40	Bollards Removable	5	EA		
41	Stairs South Side	1	LS		
42	Stairs East Side	1	LS		
43	Wheelchair Ramp	1	LS		
44	6" PVC	1,093	LF		
45	8" HDPE	465	LF		
46	12" HDPE	85	LF		
47	24" HDPE	120	LF		
48	18" RCP, Type IV	65	LF		
49	36" RCP, Type I	80	LF		
50	Type 1 Ditch	20	LF		
51	Type 3 Ditch	100	LF		
52	Type 4 Ditch	1,000	LF		
53	Type "B" Drop Inlets	1	EA		
54	Type B Inlet Grate and Frame	1	EA		
55	12" In-Line Inlets	5	EA		
56	Miscellaneous Drainage	1	LS		
57	10" Yard Drains	19	EA		
		<b>CIVIL / SITE BASE BID TOTAL</b>			
<b>ELECTRICAL / SITE BASE BID</b>					
58	Underground primary (UP)	87	LF		
59	Underground Secondary (US) from transformer to ATS	42	LF		
		<b>ELECTRICAL / SITE BASE BID TOTAL</b>			
<b>ALTERNATE BID ITEM #1</b>					
<b>Locker Room and Connecting Corridor</b>					
60	Locker Room and Connecting Corridor	1	LS		
61	8" HDPE	205	LF		
62	10" Yard Drain	1	EA		
63	6" PVC	32	LF		
33	Concrete Sidewalk (4") DELETE	61	SY		( )
		<b>TOTAL</b>			
<b>ALTERNATE BID ITEM #2</b>					
<b>Canopy and Sun Shading Device</b>					
64	Canopy and Sun Shading Device	1	LS		
		<b>TOTAL</b>			
<b>ALTERNATE BID ITEM #3</b>					
<b>Emergency Generator</b>					
65	Emergency Electrical Generator	1	LS		

SEE ATTACHED

Kingwood Readiness Center

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
66	Underground Secondary (US) from Generator to ATS	122	LF		
				TOTAL	
<b>ALTERNATE BID ITEM #4</b>					
Courtyard Screening Wall					
67	Courtyard Screening Wall	65	LF		
				TOTAL	
<b>ALTERNATE BID ITEM #5</b>					
Landscaping					
68	Landscaping	1	LS		
				TOTAL	
<b>ALTERNATE BID ITEM #6</b>					
Site Lighting					
69	Site Lighting	1	LS		
				TOTAL	
<b>ALTERNATE BID ITEM #7</b>					
POV Parking Lot Asphalt Paving					
70	Wearing Course	250	TN		
71	Base Course	750	TN		
72	Free Draining Base	1,000	TN		
73	Pavement Marking	1	LS		
74	Wheelstops	128	EA		
75	Fabric, Separation	4,300	SY		
21	Fabric, Woven (DELETE)	4,300	SY		(- )
22	AASHTO #1 Stone (DELETE)	1,450	TN		(- )
				TOTAL	
<b>ALTERNATE BID ITEM #8</b>					
Military Parking					
76	Unclassified Excavation	2,500	CY		
77	Fencing, 6'	580	LF		
78	5' Pedestrian Gate	1	EA		
79	Sliding Gate 20', 6' Fabric	2	EA		
80	Subsurface Drains	550	LF		
81	18" HDPE	60	LF		
82	Type B Drop Inlets	2	EA		
83	Type B Inlet Grate & Frame	2	EA		
84	Fabric Woven	2,400	SY		
85	AASHTO No. 1 Stone	1,650	TN		
39	Bollards 12" (DELETE)	12	EA		(- )
				TOTAL	
<b>BASE BID TOTAL</b>					
<b>TOTAL COST WITH ALTERNATES</b>					

SEE ATTACHED

Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, CIVIL/SITE BASE BID, AND ELECTRICAL / SITE BASE BID.  
 \*\*X\*\* Item has been revised by Addendum #02

				<b>CIVIL/SITE BASE BID TOTAL</b>	\$	2,929,118.85
<b>ELECTRICAL / SITE BASE BID</b>						
58	#2 UNDERGROUND PRIMARY(UP)	87.00	LF	\$ 89.70	\$	7,803.90
59	#2 UNDERGROUND SECONDARY(US)	42.00	LF	\$ 265.00	\$	11,130.00
				<b>TOTAL</b>	\$	18,933.90
<b>ALTERNATE BID ITEM # 1</b>						
<b>Locker Room and Connecting Corridor</b>						
60	LOCKER ROOM & CONNECT. CORRID.	1.00	LS	\$ 480,400.00	\$	480,400.00
61	8" HDPE	205.00	LF	\$ 29.90	\$	6,129.50
62	10" YARD DRAIN	1.00	EA	\$ 1,198.00	\$	1,198.00
63	6" PVC	32.00	LF	\$ 35.65	\$	1,140.80
33	CONCRETE SIDEWALK (4") DELETE	-61.00	SY	\$ 30.15	\$	(1,839.15)
				<b>TOTAL</b>	\$	487,029.15
<b>ALTERNATE BID ITEM # 2</b>						
<b>Canopy and Sun Shading Device</b>						
64	CANOPY AND SUN SHADING DEVICE	1.00	LS	\$ 99,360.00	\$	99,360.00
				<b>TOTAL</b>	\$	99,360.00
<b>ALTERNATE BID ITEM # 3</b>						
<b>Emergency Generator</b>						
65	EMERG. ELECTRICAL GENERATOR	1.00	LS	\$ 232,415.00	\$	232,415.00
66	UNDERGROUND SECONDARY	122.00	LF	\$ 265.00	\$	32,330.00
				<b>TOTAL</b>	\$	264,745.00
<b>ALTERNATE BID ITEM # 4</b>						
<b>Courtyard Screening Wall</b>						
67	COURTYARD SCREENING WALL	65.00	LF	\$ 15,034.00	\$	977,210.00
				<b>TOTAL</b>	\$	977,210.00
<b>ALTERNATE BID ITEM # 5</b>						
<b>Landscaping</b>						
68	LANDSCAPING	1.00	LS	\$ 46,115.00	\$	46,115.00
				<b>TOTAL</b>	\$	46,115.00
<b>ALTERNATE BID ITEM # 6</b>						
<b>Site Lighting</b>						
69	SITE LIGHTING	1.00	LS	\$ 110,630.00	\$	110,630.00
				<b>TOTAL</b>	\$	110,630.00
<b>ALTERNATE BID ITEM # 7</b>						
<b>POV Parking Lot Asphalt Paving</b>						
70	WEARING COURSE	250.00	TN	\$ 80.21	\$	20,052.50
71	BASE COURSE	750.00	TN	\$ 66.70	\$	50,025.00
72	FREE DRAINING BASE	1000.00	TN	\$ 62.27	\$	62,270.00
73	PAVEMENT MARKING	1.00	LS	\$ 6,500.00	\$	6,500.00
74	WHEEL STOPS	128.00	EA	\$ 60.00	\$	7,680.00
75	FABRIC, SEPARATION	4300.00	SY	\$ 2.01	\$	8,643.00
21	FABRIC WOVEN (DELETE)	-4300.00	SY	\$ 1.00	\$	(4,300.00)
22	AASHTO #1 STONE (DELETE)	-1450.00	TN	\$ 25.15	\$	(36,467.50)
				<b>TOTAL</b>	\$	114,403.00
<b>ALTERNATE BID ITEM # 8</b>						
<b>Military Parking</b>						
76	UNCLASSIFIED EXCAVATION	2500.00	CY	\$ 6.33	\$	15,825.00
77	FENCING(6')	580.00	LF	\$ 35.10	\$	20,358.00
78	5' PEDESTRIAN GATE	1.00	EA	\$ 835.00	\$	835.00
79	SLIDING GATE 20'	2.00	EA	\$ 10,330.00	\$	20,660.00
80	SUBSURFACE DRAINS	550.00	LF	\$ 24.15	\$	13,282.50
81	18" HDPE	60.00	LF	\$ 62.10	\$	3,726.00
82	TYPE B DROP INLETS	2.00	EA	\$ 2,121.75	\$	4,243.50
83	TYPE B INLET GRATE & FRAME	2.00	EA	\$ 800.00	\$	1,600.00
84	FABRIC WOVEN	2400.00	SY	\$ 4.74	\$	11,376.00
85	AASHTO # 1 STONE	1650.00	TN	\$ 38.24	\$	63,096.00
39	BOLLARDS 12" (DELETE)	-12.00	EA	\$ 3,015.00	\$	(36,180.00)
				<b>TOTAL</b>	\$	118,822.00
<b>BASE BID TOTAL</b>					\$	6,261,252.75
<b>TOTAL COST WITH ALTERNATES</b>					\$	8,479,566.90

# KINGWOOD READINESS CENTER

BID DATE 06/14/2007

G. A. BROWN & SON, INC.

Bid Item#	Description	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<b>PRIMARY FACILITY BASE BID</b>					
1	PRIMARY FACILITY	1.00	LS	\$ 3,313,200.00	\$ 3,313,200.00
<b>PRIMARY FACILITY BASE BID TOTAL</b>					<b>\$ 3,313,200.00</b>
<b>CIVIL/SITE BASE BID</b>					
2	MOBIL/DEMObIL	1.00	LS	\$ 422,000.00	\$ 422,000.00
3	SEDIMENT & EROSION CONTROL	1.00	LS	\$ 21,160.00	\$ 21,160.00
4	GAS LINE RELOCATION	1.00	LS	\$ 18,290.00	\$ 18,290.00
5	SITE PREPARATION	1.00	LS	\$ 46,860.00	\$ 46,860.00
6	GENERAL CONST ADMIN	1.00	LS	\$ 500,000.00	\$ 500,000.00
7	QUALITY CONTROL	1.00	LS	\$ 100,000.00	\$ 100,000.00
8	UNCLASSIFIED EXCAVATION	23700.00	CY	\$ 8.05	\$ 190,785.00
9	BUILDING PAD	17000.00	CY	\$ 11.79	\$ 200,430.00
10	SOIL CONDITIONING	10000.00	SY	\$ 17.25	\$ 172,500.00
11	OVER-EXCAVATION	1000.00	SY	\$ 57.50	\$ 57,500.00
12	SUBSURFACE DRAINS	550.00	LF	\$ 23.90	\$ 13,145.00
13	TYPE-I LAWNS	1.00	LS	\$ 23,851.00	\$ 23,851.00
14	TYPE-II GENERAL SEEDING	1.00	LS	\$ 18,055.00	\$ 18,055.00
15	SLIDING GATE 24'	1.00	EA	\$ 11,900.00	\$ 11,900.00
16	WEARING COURSE	650.00	TN	\$ 94.30	\$ 61,295.00
17	BASE COURSE	2800.00	TN	\$ 64.69	\$ 181,132.00
18	FREE DRAINING BASE	1500.00	TN	\$ 63.25	\$ 94,875.00
19	FREE DRAINING BASE TRENCH	2000.00	LF	\$ 19.64	\$ 39,280.00
20	FABRIC, SEPARATION	6800.00	SY	\$ 2.01	\$ 13,668.00
21	FABRIC, WOVEN	4300.00	SY	\$ 1.81	\$ 7,783.00
22	AASHTO #1 STONE	1450.00	TN	\$ 28.75	\$ 41,687.50
23	CLASS 1 STONE	1600.00	TN	\$ 36.92	\$ 59,072.00
24	PAVEMENT MARKING	1.00	LS	\$ 6,900.00	\$ 6,900.00
25	WHEEL STOPS	39.00	EA	\$ 60.00	\$ 2,340.00
26	CIP CONCRETE CURB	1220.00	LF	\$ 35.50	\$ 43,310.00
27	GAS SERVICE LINE	25.00	LF	\$ 125.00	\$ 3,125.00
28	EQUIPMENT PADS	1.00	LS	\$ 6,765.00	\$ 6,765.00
29	WATER LINE, 6" DCI	150.00	LF	\$ 153.00	\$ 22,950.00
30	6" PVC SANITARY SEWER	155.00	LF	\$ 37.95	\$ 5,882.25
31	CLEANOUT SANITARY SEWER	1.00	EA	\$ 288.00	\$ 288.00
32	ASPHALT SIDEWALK	500.00	SY	\$ 10.64	\$ 5,320.00
33	CONCRETE SIDEWALK(4")	1131.00	SY	\$ 44.10	\$ 49,877.10
34	1 1/2" ALUMINUM HANDRAIL	365.00	LF	\$ 80.91	\$ 29,532.15
35	MISC. SIGNS	1.00	LS	\$ 7,090.00	\$ 7,090.00
36	HIGH RETAINING WALL	2200.00	SF	\$ 62.48	\$ 137,456.00
37	LOW RETAINING WALL	1000.00	SF	\$ 44.77	\$ 44,770.00
38	BOLLARDS 8"	6.00	EA	\$ 1,280.00	\$ 7,680.00
39	BOLLARDS 12"	16.00	EA	\$ 4,475.00	\$ 71,600.00
40	BOLLARDS REMOVABLE	5.00	EA	\$ 6,992.00	\$ 34,960.00
41	STAIRS SOUTH SIDE	1.00	LS	\$ 4,945.00	\$ 4,945.00
42	STAIRS EAST SIDE	1.00	LS	\$ 11,155.00	\$ 11,155.00
43	WHEELCHAIR RAMP	1.00	LS	\$ 7,945.00	\$ 7,945.00
44	6" PVC	1093.00	LF	\$ 20.70	\$ 22,625.10
45	8" HDPE	465.00	LF	\$ 29.90	\$ 13,903.50
46	12" HDPE	85.00	LF	\$ 51.75	\$ 4,398.75
47	24" HDPE	120.00	LF	\$ 96.60	\$ 11,592.00
48	18" RCP, TYPE IV	65.00	LF	\$ 93.15	\$ 6,054.75
49	36" RCP, TYPE 1	80.00	LF	\$ 222.00	\$ 17,760.00
50	TYPE 1 DITCH	20.00	LF	\$ 143.75	\$ 2,875.00
51	TYPE 3 DITCH	100.00	LF	\$ 81.65	\$ 8,165.00
52	TYPE 4 DITCH	1000.00	LF	\$ 15.18	\$ 15,180.00
53	TYPE B DROP INLETS	1.00	EA	\$ 2,121.75	\$ 2,121.75
54	TYPE B INLET GRATE & FRAME	1.00	EA	\$ 800.00	\$ 800.00
55	12" IN-LINE INLETS	5.00	EA	\$ 793.00	\$ 3,965.00
56	MISC. DRAINAGE	1.00	LS	\$ 9,689.00	\$ 9,689.00
57	10" YARD DRAINS	19.00	EA	\$ 570.00	\$ 10,830.00

### SECTION III – DESCRIPTION OF BID ITEMS

**Bid Item 1: Primary Facility**

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**Unit:** Lump Sum (LS)

**Description:** The item shall consist of any and all material, equipment, and labor for items required by the contract documents to provide a complete and functional building and/or assembly as shown under Base Bid in the Drawings and Specifications. This shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter, which includes the perimeter of the existing building as well as all additions. This work also includes, but is not limited to: selective demolition; renovations to the existing building; building excavation; backfill; foundation systems; gravel dry beds; concrete; masonry; structural steel; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; casework; mechanical systems; and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated March 20, 2007 as well as any addenda issued during the bidding process.

**Measurement:** Measurement will be based on completion of the work described.

**Payment:** Payment shall be made at the contract lump sum price, based on percentage of contract completion.

**Bid Item 2: Mobilization/Demobilization**

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**Unit:** Lump Sum (LS)

**Description:** The work shall consist of activities associated with Section 01500 to include, but not limited to, construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; storage facilities, including fenced enclosure of staging area.

**Measurement:** Measurement will be based on completion of the work described, prorated from lump sum amount according to the Basis of Payment below. Maximum limitation Mobilization/Demobilization will be 7% of base bid.

**Payment:** Payment for item will be in three installments. The first payment of 50 percent of the lump sum price will be made on the first estimate following partial mobilization including the placement or erection of the Contractor's office and storage facilities and the initiation of construction work. The second payment of 25 percent will be made on the next estimate following completion of substantial mobilization. The remaining 25 percent will be paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the Project.

**Bid Item 3: Sediment and Erosion Control**

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**Unit:** Lump Sum (LS)

**Description:** This item shall consist of furnishing, installation, maintenance and subsequent removal of necessary storm water structures and other work required to prevent escape of sediment from disturbed areas of project site.

**Measurement:** There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.

**Payment:** This item shall be paid for at the contract lump sum price upon satisfactory completion of the work described.

**Bid Item 4: Gas Line Relocation**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of relocating the 3" WVARNG gas line to the new location shown on the Plans or as required by the C&FMO.

**Measurement:** There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

**Payment:** This item shall be paid for at the contract lump sum price, based on acceptance of the relocation by the affected utility and the C&FMO.

**Bid Item 5: Site Preparation**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of the removal of trees and other vegetation, topsoil stripping and stockpiling, relocation of existing storm drains, and clearing and grubbing of all areas disturbed by the Contractor.

**Measurement:** There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.

**Payment:** Payment shall be made at the contract unit price per lump sum.

**Bid Item 6: General Construction Administration**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of performing the construction administrative duties associated with managing the construction of the Project as stated in Division 1 of the Specifications, providing construction layout, providing temporary utilities for the site until 100% acceptance of the project by the C&FMO, and coordination of permanent utility installation and tie-in of site grading and access roads with the WVDOH, administration and maintenance of all required permits for the project, including permit fees.

**Measurement:** There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

**Payment:** Payment shall be made at the contract lump sum price, based on percentage of contract completion.

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**Bid Item 7: Quality Control**

**Unit:** Lump Sum (LS)

**Description:** The work shall consist of the performance of work specified in but not limited to preparation, performance, and furnishing all materials to implement the Quality Control Plan.

**Measurement:** There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item. Maximum limit on Quality Control is 2%.

**Payment:** This item will be paid for at the contract lump sum price at satisfactory completion of work.

**Bid Items**

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**8 & 76: Unclassified Excavation**

**Unit:** Cubic Yard (CY)

**Description:** This work shall consist of unclassified excavation, loading and hauling of excavated material, fill placement, compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the C&FMO, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever materials encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation. Excavation for utilities, drainage pipes, and building foundations is not included in this bid item.

Except at locations where excavation of unsuitable material is required, care shall be taken not to excavate below the depths specified. Final shaping and contouring of the areas shall be performed to the satisfaction of the C&FMO.

**Measurement:** The method of measurement for determining the quantity of unclassified excavation shall be before and after surveyed cross-sections of the excavated material and the average-end-area method for computing volume.

**Payment:** This item shall be paid for at the contract unit price per cubic yard, which price and payment shall be full compensation for doing all the work herein described in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, quantity surveys and incidentals as necessary to complete the work.

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**Bid Item 9: Structural Fill**

**Unit:** Cubic Yard (CY)

**Description:** This work shall consist of excavated material placement, compaction, settlement monitoring, removal to subgrade elevation after settlement is complete, final grading, shaping and contouring of the area within and 10' outside of building or wall foundations. The Contractor, with approval of the C&FMO, shall adjust the final grades as necessary to create a finished project. The Contractor shall fill to the lines and grades shown on the Plans. Final shaping and contouring of the areas shall be performed to the satisfaction of the C&FMO. No payment will be made for surcharging or filling above building finish floor elevation.

**Measurement:** The method of measurement for determining the quantity of structural fill shall be before and after surveyed cross-sections of the in-place material and the average-end-area method for computing volume.

**Payment:** This item shall be paid for at the contract unit price per cubic yard, which price and payment shall be full compensation for doing all the work herein described in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, quantity surveys and incidentals as necessary to complete the work.

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**Bid Item 10: Soil Conditioning**

**Unit:** Square Yard (SY)

**Description:** This work shall consist of scarifying, hydrated lime application, mixing, compacting and rolling areas of existing satisfactory soils with high moisture content to a depth of 12" in locations directed by the C&FMO. The required demonstration of proposed techniques on test pads is incidental.

**Measurement:** Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.

**Payment:** Payment shall be made at the contract unit price per square yard.



**Bid Item 11: Over-excavation**

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**Unit:** Square Yard (SY)

**Description:** This work shall consist of excavation below subgrade, transportation and disposal of unsuitable materials, placement of geogrid and AASHTO #1 stone, and proof-rolling areas of unsuitable soils in locations directed by the C&FMO.

**Measurement:** Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.

**Payment:** Payment shall be made at the contract unit price per square yard.

**Bid Items**

**12 & 80: Subsurface Drains**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of pipe underdrains as shown on the Plans. The underdrains are to be installed in locations that will minimize the amount of excavation and intercept the maximum amount of seepage. Undersurface drain work includes dewatering, excavation, geotextile lining material, stone, pipe and backfill.

**Measurement:** Measurement shall be based on linear feet of drains in place, completed, and accepted by the C&FMO. It shall be measured along the centerline and shall include all fittings as typical pipe section in the pipe being measured.

**Payment:** This item shall be paid for at the contract price per linear foot.

**Bid Item 13: Type I – Lawns**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of fine grading and preparing grassed areas, furnishing and applying soil amendments, fertilizers and seeding. This work covers all disturbed areas including drainage ditches, and areas disturbed by construction equipment access.

**Measurement:** There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.

**Payment:** This item shall be paid for at the contract lump sum price upon satisfactory completion of the work described.

**Bid Item 14: Type II – General Seeding**

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**Unit:** Lump Sum (LS)

**Description:** This work shall consist of fine grading and preparing grassed areas, furnishing and applying soil amendments, fertilizers and seeding. This work covers all disturbed areas including drainage ditches, and areas disturbed by construction equipment access.

**Measurement:** There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.

**Payment:** This item shall be paid for at the contract lump sum price upon satisfactory completion of the work described.

**Bid Items**  
**15, 78-79:** Sliding Gate, 24 – 6’ Fabric, 5’ Pedestrian Gate, Sliding Gate, 20’ – 6’ Fabric,  
**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of swing, sliding, and personnel gates for chain link fences and site security. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, locks, and furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

**Measurement:** There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

**Payment:** Payment shall be made at the contract unit price per each.

**Bid Items**  
**16 & 70:** HMA Wearing Course  
**Unit:** Ton (TN)

**Description:** This work shall consist of furnishing and installing designated scratch course and wearing course asphalt in accordance with the Plans and Specifications. The completed pavement shall be accepted, with respect to compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

**Measurement:** The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

**Payment:** Payment shall be made at the contract unit price per ton.

The quantities, determined as provided per the specifications, shall be paid for at the Contract unit prices bid for the items listed, which prices and payments shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, field laboratory, supplies and incidentals necessary to complete the work.

Adjustment of Price: Bituminous concrete found not in compliance with the tolerance requirements shall be paid for at an adjusted contract price specified

The payment adjustment to tonnage of work places is as follows:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-96	98
92-94	93
89-90	90
Less than 89	No acceptance

**Bid Items**

**17 & 71: HMA Base Course**

**Unit:** Ton (TN)

**Description:** This work shall consist of furnishing and installing designated base course asphalt in accordance with the Plans and Specifications. Scratch course is incidental to the overlaying wearing course. The completed pavement shall be accepted, with respect to compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

**Measurement:** The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

**Payment:** Payment shall be made at the contract unit price per ton.

The quantities, determined as provided per the specifications, shall be paid for at the Contract unit prices bid for the items listed, which prices and payments shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, field laboratory, supplies and incidentals necessary to complete the work.

Adjustment of Price: Bituminous concrete found not in compliance with the tolerance requirements shall be paid for at an adjusted contract price specified

The payment adjustment to tonnage of work places is as follows:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-96	98
92-94	93
89-90	90
Less than 89	No acceptance

**Bid Items**

**18 & 72: Free Draining Base**

---

**Unit:** Ton (TN)

**Description:** This work consists of furnishing and complete installation of open graded free draining base course for pavements constructed in accordance with WVDOH Standard Specifications, 2000 edition, Section 311.

**Measurement:** The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed on an approved standard scale or from digital print-out slips from an automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

**Payment:** Payment shall be made at the contract price per ton.

**Bid Item 19: Free Draining Base Trench and Piping**

---

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of constructing free draining base trenches and outlet pipes in accordance with WVDOH Standard Specifications, 2000 edition, Section 606 and in reasonably close conformity with the lines, grades, dimensions, and locations shown on the Plans or established by the Engineer

**Measurement:** The quantity of work done shall be measured by the linear foot of free draining base trench installed, complete in place and accepted. The perforated pipe is a component of the free draining base trench. Length shall be determined from actual measurements once the free draining base trench is in place. No deductions shall be made for placement of the drop connection required at outlet pipe locations. Outlet pipes required from the free draining base trench to daylight or another drainage structure are paid as "Outlet Pipe".

**Payment:** The quantities, determined as provided above, shall be paid for at the contract unit price of linear feet, which prices and payments shall be full compensation for furnishing the materials, excavation, placing pipe, filter material, edge drain, outlet pipe, backfill, disposing all surplus material and doing all the work, including all labor, tools, equipment, supplies and incidentals necessary to complete the work.

**Bid Items**

20, 21,

75 & 84:

**Fabric Separation, Fabric Woven**

---

**Unit:** Square Yard (SY)

**Description:** This work shall consist of furnishing and installing geotextile fabric of designated types.

**Measurement:** Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond design limits shall not be included in the measured quantity.

**Payment:** Payment shall be made at the contract unit price per square yard.

**Bid Items**

22 & 85:

**AASHTO #1 Stone**

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**Unit:** Ton (TN)

**Description:** This work shall consist of furnishing and installing aggregates per specifications and to a depth as shown on the Plans.

**Measurement:** The quantities of work done shall be measured in tons of material placed.

**Payment:** Payment shall be made at the contract unit price per ton.

**Bid Item 23:** **Class 1 Stone**

---

**Unit:** Ton (TN)

**Description:** This work consists of furnishing and complete installation of Class 1 aggregate course for pavements, sidewalks, equipment pads, etc.

**Measurement:** The quantity of work done shall be measured in tons of material placed, compacted and accepted by the C&FMO.

**Payment:** Payment shall be made at the contract unit price per ton.

**Bid Items**

**24 & 73: Pavement Marking**

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**Unit:** Lump Sum (LS)

**Description:** Pavement markings shall consist of furnishing and installing various types of markings, as shown on the plans and an additional 100 sq ft for miscellaneous marking as directed by the C&FMO. It shall include edge lines, center lines, aircraft parking, shoulders, stop/hold lines and compass calibration markings.

**Measurement:** There will be no direct measurement of labor, materials and services provided by the contractor in completing this item.

**Payment:** This item shall be paid for at the contract lump sum price upon satisfactory completion of all pavement markings shown on the plans.

**Bid Items**

**25 & 74: Wheel Stops**

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**Unit:** Each

**Description:** This work consists of furnishing and complete installation of plastic wheel stops.

**Measurement:** The quantity of work done shall be measured per each wheel stop completely installed.

**Payment:** Payment shall be made at the contract unit price per each.

**Bid Item 26: Cast-in-Place Concrete Curb**

---

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of the construction of cast-in-place concrete curbing in accordance with the Specifications at the locations shown on the Plans, or as directed by the C&FMO.

**Measurement:** Curbing shall be measured along the front face of the section at the finish grade elevation.

**Payment:** Payment shall be made at the contract unit price per linear foot.

**Bid Item 27: Gas Service Line**

---

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing 3-inch gas line of various materials from the building to point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, asphalt repair, valves, labor, equipment, tools and incidentals necessary to complete the item.

**Measurement:** Measurement shall be based on linear feet of gas line in place, completed, and accepted by the C&FMO. It shall be measured along the centerline and shall include all fittings and appurtenances associated with the gas line.

**Payment:** Payment shall be made at the contract unit price per linear foot of line in service.

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**Bid Item 28: Equipment Pads**

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of cast-in-place concrete pads for the HVAC units.

**Measurement:** There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

**Payment:** Payment shall be made at the contract unit price per lump sum.

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**Bid Item 29: Water Line, 6" DCI**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing 6" DCI water line. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, concrete thrust blocks, asphalt repair, curb stops, labor, equipment, tools and incidentals necessary to complete the item.

**Measurement:** Measurement shall be based on linear feet of water line in place, completed, and accepted by the C&FMO. It shall be measured along the centerline and shall include all fittings and appurtenances associated with the water line.

**Payment:** Payment shall be made at the contract unit price per linear foot.

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**Bid Item 30: 6" PVC Sanitary Sewer**

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing 6" PVC sanitary sewer piping. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fitting, cleanouts, area drains, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item.

**Measurement:** Measurement shall be based on linear feet of storm sewer piping in place, completed, and accepted by the C&FMO. It shall be measured along the centerline and shall include all fittings, appurtenances, and cleanouts associated with the sanitary sewer piping.

**Payment:** Payment shall be made at the contract unit price per linear foot.

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**Bid Item 31: Cleanout, Sanitary Sewer**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of cleanout. The unit price shall include furnishing and installing pipe, fittings, concrete apron, excavation, backfill, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work.

**Measurement:** The quantity of work done shall be measured per each cleanout completely installed and accepted by the C&FMO.

**Payment:** Payment shall be made at the contract unit price per each.

**Bid Item 32: Asphalt Sidewalk**

---

**Unit:** Square Yard (SY)

**Description:** This work consists of furnishing and complete installation of hot-mix asphalt sidewalk at the locations as shown on the plans. Class 1 stone bedding is incidental and shall incur no further cost to the Owner.

**Measurement:** In accordance with Section 501.22 of the WDVDOH Standard Specifications.

**Payment:** Payment shall be made at the contract unit price per square yard in accordance with Section 501.23 of the WDVDOH Standard Specifications.

**Bid Item 33: Concrete Sidewalk (4")**

---

**Unit:** Square Yard (SY)

**Description:** This work consists of furnishing and complete installation of Portland cement concrete pavement at the locations as shown on the plans.

**Measurement:** In accordance with Section 501.22 of the WDVDOH Standard Specifications.

**Payment:** Payment shall be made at the contract unit price per square yard in accordance with Section 501.23 of the WDVDOH Standard Specifications.

**Bid Item 34: 1 1/2" Aluminum Handrail**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing 1 1/2" O.D. polished aluminum handrail as shown on the Plans. These prices shall fully compensate the Contractor for providing handrail, mounting accessories, labor, equipment, tools and incidentals necessary to complete the item.



**Measurement:** Measurement shall be based on linear feet of handrail in place, completed, and accepted by the C&FMO. It shall be measured along the slope of the top rail.

**Payment:** Payment shall be made at the contract unit price per linear foot.

**Bid Item 35: Miscellaneous Signs**

---

**Unit:** Lump Sum (LS)

**Description:** This item includes furnishing and installing miscellaneous signs, stop, parking, informational, as noted on the Plans or as directed by the C&FMO. These prices shall fully compensate the contractor for providing signs, posts, foundations, installation, labor, equipment, tools and incidentals necessary to complete the item.

**Measurement:** Measurement shall be based on completion of work described.

**Payment:** Payment shall be made at the contract unit price for lump sum.

**Bid Items  
36 & 37: High Retaining Wall, Low Retaining Walls**

---

**Unit:** Linear Foot (LF)

**Description:** These items of work are concrete block exterior walls as shown on the Plans. Excavation, gravel foundations, backfill, and associated subsurface drainage are incidental.

**Measurement:** Measurement shall be by the exposed facial square foot along the front face of the wall at the finished grade elevations. Only one face of double-faced block shall be counted.

**Payment:** Payment shall be made at the contract unit price for linear foot.

**Bid Items  
38 – 40: Bollards 8", Bollards 12", Bollards Removable**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of bollards. The unit price shall include furnishing and installing metal posts, and associated hardware, concrete footings, excavation, backfill, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work.

**Measurement:** The quantity of work done shall be measured per each bollard completely installed and accepted by the C&FMO.

**Payment:** Payment shall be made at the contract unit price per each.

**Bid Items**

**41 & 42:**            **Stairs (South side), Stairs (East side)**

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**Unit:**                Lump Sum (LS)

**Description:**        Sets of stairs constructed of cast-in-place concrete to include handrails, surface treatment and any other hardware as shown on the Plans.

**Measurement:**        Measurement shall be based on completion of the work described and acceptance by the C&FMO.

**Payment:**            Payment shall be made at the contract unit price lump sum.

**Bid Item 43:**        **Wheelchair Ramp**

---

**Unit:**                Lump Sum (LS)

**Description:**        Ramp constructed of cast-in-place concrete to include handrails, surface treatment and any other hardware as shown on the Plans.

**Measurement:**        Measurement shall be based on completion of the work described and acceptance by the C&FMO.

**Payment:**            Payment shall be made at the contract unit price lump sum.

**Bid Items**

**44 & 63:**            **6" PVC**

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**Unit:**                Linear Foot (LF)

**Description:**        This work consists of the furnishing and complete installation of PVC pipe for storm drainage outside the building. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item.

**Measurement:**        In accordance with Sections 604.12 and 604.13 of the WVDOH Standard Specifications. No separate payment shall be made for cleaning and testing of the lines.

**Payment:**            Payment shall be made at the contract unit price per linear foot.

**Bid Items**

**45 - 47, 61:**        **8" HDPE, 12" HDPE, 24" HDPE**

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**Unit:**                Linear Foot (LF)

**Description:**        This work consists of the furnishing and complete installation of high density polyethylene pipe for storm drainage. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item.

**Measurement:** In accordance with Section 604.12 and 604.13 of the WVDOH Standard Specifications. No separate payment shall be made for cleaning and testing of the pipe.

**Payment:** Payment shall be made at the contract unit price per linear foot.

**Bid Items**

**48 & 49:** **18" RCP, Type IV, 36" RCP, Type 1**

---

**Unit:** Linear Foot (LF)

**Description:** This work consists of the furnishing and complete installation of reinforced concrete pipe for storm drainage on the site to the lines and grades as shown on the drawings. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item.

**Measurement:** In accordance with Section 604.12 and 604.13 of the WVDOH Standard Specifications. No separate payment shall be made for cleaning and testing of the pipe.

**Payment:** Payment shall be made at the contract unit price per linear foot.

**Bid Item 50:** **Type 1 Ditch**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric, riprap and grout. Excavation, shaping and lining and geotextile fabric are incidental.

**Measurement:** The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.

**Payment:** Payment shall be made by the contract unit price per linear foot.

**Bid Item 51:** **Type 3 Ditch**

---

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric and riprap. Excavation, shaping, lining and geotextile fabric are incidental.

**Measurement:** The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.

**Payment:** Payment shall be made by the contract unit price per linear foot.

**Bid Item 52: Type 4 Ditch**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of the construction of open flow ways for surface drainage, using temporary erosion control matting. Excavation, shaping, and lining are incidental.

**Measurement:** The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.

**Payment:** Payment shall be made by the contract unit price per linear foot.

**Bid Items**

**53, 54, 57,**

**62, 82 & 83:**

**Type "B" Drop Inlets, Type B Inlet Grate & Frame, 10" Yard Drains**

---

**Unit:** Each (EA)

**Description:** This work shall consist of furnishing and installing all material, labor, and incidentals associated with the drain inlets.

**Measurement:** Measurement shall be based on each drain inlet in place completed, and accepted by the C&FMO.

**Payment:** Payment shall be made at the contract unit price per each.

**Bid Item 55: 12" In-Line Inlets**

---

**Unit:** Each (EA)

**Description:** This work shall consist of furnishing and installing all material, labor, and incidentals associated with the drain inlets.

**Measurement:** Measurement shall be based on each drain inlet in place completed, and accepted by the C&FMO

**Payment:** Payment shall be made at the contract unit price for each.

**Bid Item 56: Miscellaneous Drainage**

---

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of any temporary or permanent surface water controls required for positive drainage, such as swales or piping, shown on the Plans, or not shown on the plans but required to control stormwater on the site as directed by the WVDEP or the C&FMO.

**Measurement:** There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

**Payment:** Payment shall be made at the contract unit price per lump sum.

**Bid Item 58: Underground Primary-(UP)**

---

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of transformer pad, trench and backfill, and conduit duct bank required for the installation of underground primary.

**Measurement:** Measurement shall be based on transformer pad and linear feet of underground primary constructed in conformance with the plans and specifications.

**Payment:** Payment shall be made at the contract unit price per linear foot.

**Bid Item 59: Underground Secondary From Transformer to ATS-(US)**

---

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of trench and backfill, conduit duct bank, and wiring required for the installation of underground secondary between the transformer and ATS.

**Measurement:** Measurement shall be based on linear feet of underground secondary constructed in conformance with the plans and specifications.

**Payment:** Payment shall be made at the contract unit price per linear foot.

**Bid Item 60: Locker Room and Connecting Corridor**

---

**Unit:** Lump Sum (LS)

**Description:** The item shall include all work that is delineated on the drawings as "Alternate No. 1" and their referenced details across all disciplines in accordance with the Plans and Specifications. This work consists of, but is not limited to, coordination, demolition, and site work, as well as furnishing and installing foundations, walls, partitions, interior finishes, lockers, doors, windows, steel framing, masonry, roofing, mechanical, electrical, plumbing, and telecommunication.

**Measurement:** Measurement will be based on completion of the work described.

**Payment:** Payment shall be made at the contract lump sum price, based on percentage of contract completion.

**Bid Item 64: Front Entry Canopy and Sun Shading Device**

---

**Unit:** Lump Sum (LS)

**Description:** The item shall include all work that is delineated on the drawings as "Alternate No. 2" and their referenced details across all disciplines in accordance with the Plans and Specifications. The front entry canopy work consists of, but is not limited to, furnishing and installing foundations, steel framing, decking, flashing, insulation, drainage, and roofing. The sun shading device work consists of precast concrete, steel framing, masonry bond beams and their reinforcing, and all associated connections. The sun shading device connected to the loading dock canopy shall be included in this bid item.

**Measurement:** Measurement will be based on completion of the work described.

**Payment:** Payment shall be made at the contract lump sum price, based on percentage of contract completion.

**Bid Item 65: Electrical generator**

---

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of all equipment, and materials required for the installation of the electrical generator.

**Measurement:** Measurement shall be based on generator work constructed in conformance with the plans and specifications.

**Payment:** Payment shall be made at the contract unit price per lump sum.

**Bid Item 66: Underground Secondary From Generator to ATS-(US)**

---

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of trench and backfill, conduit duct bank, and wiring required for the installation of underground secondary between the generator and ATS.

**Measurement:** Measurement shall be based on linear feet of underground secondary constructed in conformance with the plans and specifications.

**Payment:** Payment shall be made at the contract unit price per linear foot.

**Bid Item 67: Courtyard Screening Wall**

---

**Unit:** Linear Foot (LF)

**Description:** This item of work is a concrete block (Redi-Rock<sup>®</sup>) exterior wall as shown on the Plans.

**Measurement:** Measurement shall be by the linear foot along the front face of the wall at the finished grade elevation.

**Payment:** Payment shall be made at the contract unit price for linear foot.

**Bid Item 68: Landscaping**

---

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of furnishing and installing the planter (including existing pavement removal), various shrubs and groundcovers, and the removal, storage, and replanting of the existing birch trees. This item also includes care and maintenance of landscaping until substantial completion.

**Measurement:** There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.

**Payment:** This item shall be paid for at the contract lump sum price upon satisfactory completion of the work described.

**Bid Item 69: Site Lighting**

---

**Unit:** Lump Sum (LS)

**Description:** This work shall consist of trench and backfill, conduit duct bank, wiring, light fixtures poles, pole bases, equipment, and all materials required for the installation of site lighting.

**Measurement:** Measurement shall be based on site lighting work constructed in conformance with the plans and specifications.

**Payment:** Payment shall be made at the contract unit price per lump sum.

**Bid Item 77: Fencing, 6'**

---

**Unit:** Linear Foot (LF)

**Description:** This work consists of furnishing and complete installation of security chain link fencing as shown on the Drawings. The price will include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire and furnishing all materials, labor, equipment, tools and incidentals necessary to complete the work.

**Measurement:** Measurement shall be along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by gates.

**Payment:** The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.

**Bid Item 81:** 18" HDPE

**Unit:** Linear Foot (LF)

**Description:** This work consists of the furnishing and complete installation of high density polyethylene pipe for storm drainage. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, pavement repairs, labor, equipment, tools and incidentals necessary to complete the item.

**Measurement:** In accordance with Section 604.12 and 604.13 of the WVDOH Standard Specifications. No separate payment shall be made for cleaning and testing of the pipe.

**Payment:** Payment shall be made at the contract unit price per linear foot.

END OF SECTION



**ADDENDUM # 01**

ISSUE DATE: May 15, 2007

PROJECT: KINGWOOD READINESS CENTER  
Camp Dawson  
Kingwood, West Virginia

OWNER: West Virginia Army National Guard and  
U.S. Army Corps of Engineers, Mobile District

Contract No.: W912HN-05-D-001  
Task Order No.: CK04

ARCHITECT / ENGINEER: The Mason & Hanger Group, Inc  
a Day & Zimmermann company  
300 West Vine Street, Suite 1300  
Lexington, Kentucky 40507-1814  
MHG No. 0062.04  
tel 859.252.9980  
fax 859.389.8870

Revise and amend the Project Manual and Drawings all dated March 20, 2007 for Work on the above Project as stated in this Addendum; otherwise the original Project Manual and Drawings shall remain in effect.

This Addendum consists of 2 page(s) and the following attachments:

**AFFECTING BIDDING REQUIREMENTS:**

01-001: Refer to section titled "BID ITEM REVISIONS" in attachment: "Civil/Site Revisions".

**AFFECTING CONDITIONS OF THE CONTRACT:**

None

**AFFECTING SPECIFICATIONS:**

- 01-002: Division 16 Specifications, Delete references to seismic bracing of electrical systems and components.
- 01-003: Add Section 16461, "Low Voltage Transformers". Refer to attachment.
- 01-004: Edit Section 16415, "Transfer Switches" as follows:

**2.2 GENERAL TRANSFER-SWITCH PRODUCT REQUIREMENTS**

Add the following sentence to paragraph A. Switch shall be rated for use as service equipment. Provide over current protection and other equipment as necessary.

Edit number 1 under paragraph F Switch Characteristics as follows:

1. Limitation: Switches using molded-case switches or circuit breakers or insulated-case circuit-breaker components as the switching means are not acceptable.

- 01-005: Section 04810-2.5-B-8. DELETE word "Available".
- 01-006: Section 10420 DELETE entire section and REPLACE with 10420 -Attached.
- 01-007: Add Section 02350, "Redi-Rock @ Wall System". Refer to attachment: "Civil/Site Revisions".

**AFFECTING DRAWINGS:**

Kingwood Readiness Center  
May 15, 2007

Addendum #01  
Page 1 of 2

- 01-008: Delete 3/A512 SECTION DETAIL and replace with revised detail 3/A512 SECTION DETAIL per architectural supplemental drawing SD-A-001 attached.  
Note: Section notes and detail information to be applied to all sections with similar condition.
- 01-009: Delete 8/A512 SECTION DETAIL and replace with revised detail 8/A512 SECTION DETAIL per architectural supplemental drawing SD-A-002 attached.  
Note: Section notes and detail information to be applied to all sections with similar condition.
- 01-0010: Delete 8/A512 SECTION DETAIL and replace with revised detail 8/A512 SECTION DETAIL per architectural supplemental drawing SD-A-003 attached.  
Note: Section notes and detail information to be applied to all sections with similar condition.
- 01-0011: Add Diffuser tag to the two unmarked diffusers in corridor 102 to have type C diffuser with 230 cfm each.
- 01-0012: Add Diffuser tag to the two unmarked diffusers in Room 201 to have type C diffuser with 390 cfm each.
- 01-0013: Add Note to exhaust fan EF-6 to be 1500 cfm, 0.25 inches static and ¼ hp, 120volt 1 phase.

CLARIFICATIONS TO CONTRACTOR QUESTIONS:

01-0014: Q: Is PVC acceptable for plumbing piping?

*A/E Response: PVC piping can be used except for below ground (cast iron) or in return air plenum, which is against code.*

01-0015: Q: Is seismic bracing required for electrical components?

*A/E Response: No, seismic bracing is not required for electrical components.*

End of Addendum # 01

**KINGWOOD READINESS CENTER  
ADDENDUM #01- CIVIL/SITE REVISIONS**

**BID ITEM REVISIONS**

**BID FORM SECTION II (BID SHEET): NAME CHANGE:**

Bid Item #9      Change name from "Structural Fill" to "Building Pad"

**BID FORM SECTION III (BID ITEM DESCRIPTIONS):**

Remove the following Bid Item Descriptions:

- #5                    Site Preparation
- #s 8 & 76            Unclassified Excavation
- #9                    Structural Fill
- #s 24 & 73           Pavement Markings
- #68                  Landscaping

Replace with:

<b>Bid Item 5:</b>	<b>Site Preparation</b>
<b>Unit:</b>	Lump Sum (LS)
<b>Description:</b>	This work shall consist of the removal of pavements to subgrade, lighting, sidewalks, trees and other vegetation, topsoil stripping and stockpiling, relocation of existing storm drains, and clearing and grubbing of all areas disturbed by the Contractor. Disposal and/or storage of items removed is also included.
<b>Measurement:</b>	There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.
<b>Payment:</b>	Payment shall be made at the contract unit price per lump sum.

<b>Bid Items 8 &amp; 76:</b>	<b>Unclassified Excavation</b>
<b>Unit:</b>	Cubic Yard (CY)
<b>Description:</b>	This work shall consist of unclassified excavation to subgrade, loading and hauling of excavated material (if required), fill placement, compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. This item does not include excavation for on- or off-site borrow if required. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the C&FMO, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever

materials encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation. Excavation for utilities, drainage pipes, and building foundations is not included in this bid item.

Except at locations where excavation of unsuitable material is required, care shall be taken not to excavate below the depths specified. Final shaping and contouring of the areas shall be performed to the satisfaction of the C&FMO.

**Measurement:** The method of measurement for determining the quantity of unclassified excavation shall be before and after surveyed cross-sections of the excavated material and the average-end-area method for computing volume. Any excavation outside of plan lines and grades shall be excluded from payment. Initial cross-sections shall be surveyed after topsoil stripping is completed.

**Payment:** This item shall be paid for at the contract unit price per cubic yard, which price and payment shall be full compensation for doing all the work herein described in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, quantity surveys and incidentals as necessary to complete the work.

**Bid Item 9: Building Pad**

**Unit:** Cubic Yard (CY)

**Description:** This work shall consist of providing the fill material and its placement for the building pad from the limit of undercut to the building finish floor elevation (within and 10' outside of building or wall foundations), compaction, settlement monitoring, material removal to building subgrade elevation after settlement is complete, final grading, shaping and contouring of the area within and 10' outside of building or wall foundations. Fill and backfill are defined as suitable soil in the technical specifications. The Contractor, with approval of the C&FMO, shall adjust the final grades as necessary to create a finished project. The Contractor shall fill to the lines and grades shown on the Plans. Final shaping and contouring of the areas shall be performed to the satisfaction of the C&FMO. No payment will be made for surcharging or filling above building finish floor elevation.

**Measurement:** The method of measurement for determining the quantity of structural fill shall be before and after surveyed cross-sections of the in-place material and the average-end-area method for computing volume.

**Payment:** This item shall be paid for at the contract unit price per cubic yard, which price and payment shall be full compensation for doing all the work herein described in a workmanlike and acceptable manner; including the furnishing of all labor, materials, tools, equipment, supplies, quantity surveys and incidentals as necessary to complete the work.

**Bid Items****24 & 73: Pavement Marking**

---

**Unit:** Lump Sum (LS)**Description:** Pavement markings shall consist of furnishing and installing various types of markings, as shown on the plans and an additional 100 sq ft for miscellaneous marking as directed by the C&FMO. It shall include edge lines, center lines, stop lines, crosswalks, parking stalls, and handicapped markings.**Measurement:** There will be no direct measurement of labor, materials and services provided by the contractor in completing this item.**Payment:** This item shall be paid for at the contract lump sum price upon satisfactory completion of all pavement markings shown on the plans.**Bid Item 68: Landscaping**

---

**Unit:** Lump Sum (LS)**Description:** This work shall consist of furnishing and installing the planter (including existing pavement removal), and either the storage and replanting of the existing birch trees or providing new ones. This item also includes care and maintenance of landscaping until substantial completion.**Measurement:** There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.**Payment:** This item shall be paid for at the contract lump sum price upon satisfactory completion of the work described.**SPECIFICATION REVISIONS**

Add the following Specification section (included in this document as an attachment):

SECTION 02350, REDI-ROCK® WALL SYSTEM

**END OF ADDENDUM - CIVIL/SITE REVISIONS**

**ADDENDUM # 02**

ISSUE DATE: May 24, 2007

PROJECT: KINGWOOD READINESS CENTER  
Camp Dawson  
Kingwood, West Virginia

OWNER: West Virginia Army National Guard and  
U.S. Army Corps of Engineers, Mobile District

Contract No.: W912HN-05-D-001  
Task Order No.: CK04

ARCHITECT / ENGINEER: The Mason & Hanger Group, Inc  
a Day & Zimmermann company  
300 West Vine Street, Suite 1300  
Lexington, Kentucky 40507-1814  
MHG No. 0062.04  
tel 859.252.9980  
fax 859.389.8870

Revise and amend the Project Manual and Drawings all dated March 20, 2007 for Work on the above Project as stated in this Addendum; otherwise the original Project Manual and Drawings shall remain in effect.

This Addendum consists of 1 page(s) and the following attachments:

**AFFECTING BIDDING REQUIREMENTS:**

02-001: Refer to attachment titled, "Addendum #2 - Civil/Site Revisions." Remove "Section II Bid Items and Unit Costs" and Replace with the revised attachment titled, "Section II Bid Items and Unit Costs."

**AFFECTING CONDITIONS OF THE CONTRACT:**

None

**AFFECTING SPECIFICATIONS:**

02-002: Add 13930, "Wet-Pipe Fire-Suppression Sprinklers." Refer to attachment.

**AFFECTING DRAWINGS:**

02-003: Refer to attachment titled, "Addendum #2 - Civil/Site Revisions".

**CLARIFICATIONS TO CONTRACTOR QUESTIONS:**

02-004: Q: What is the distance to Room 117 in the existing building from the telephone room 150 in the addition?

*A/E Response: The horizontal distance is approximately 410 ft. This figure does not consider the additional length required for the up and down routing.*

End of Addendum # 02

Kingwood Readiness Center  
May 24, 2007

Addendum #02  
Page 1 of 1

**KINGWOOD READINESS CENTER  
ADDENDUM #2 - CIVIL/SITE REVISIONS**

**PLAN SHEET REVISIONS**

Add the following 8 ½" x 11" sheets: (Attached)	SD-C-01	Demolition Plan
	SD-C-02	Site Layout Plan
	SD-C-03	Grading and Drainage Plan

**BID ITEM REVISIONS**

**BID FORM SECTION II (BID SHEET): QUANTITY CHANGE:**

Bid Item #33, Concrete Sidewalk 4":	Change quantity from 1,081 sy to 1,131 sy
Bid Item #36, High Retaining Wall:	Change quantity from 1,500 sf to 2,200 sf
Bid Item #37, Low Retaining Wall:	Change quantity from 750 sf to 1,000 sf

**BID FORM SECTION III (BID ITEM DESCRIPTIONS):**

Remove the following Bid Item Descriptions:  
#s 36 & 37 High Retaining Wall, Low Retaining Wall

Replace with:

**36 & 37: High Retaining Wall, Low Retaining Walls**

**Unit:** Linear Foot (LF)

**Description:** These items of work are concrete block exterior walls as shown on the Plans. Excavation, gravel foundations, backfill, and associated subsurface drainage are incidental.

**Measurement:** Measurement shall be by the facial square foot along the front face of the wall. Only one face of multi-faced block shall be counted.

**Payment:** Payment shall be made at the contract unit price for linear foot.

**END OF ADDENDUM - CIVIL/SITE REVISIONS**

**ADDENDUM # 03**

ISSUE DATE: May 25, 2007

PROJECT: KINGWOOD READINESS CENTER  
Camp Dawson Kingwood, West Virginia

OWNER: West Virginia Army National Guard and  
U.S. Army Corps of Engineers, Mobile District

Contract No.: W912HN-05-D-001  
Task Order No.: CK04

ARCHITECT / ENGINEER: The Mason & Hanger Group, Inc a  
Day & Zimmermann Company  
300 West Vine Street, Suite 1300  
Lexington, Kentucky 40507-1814  
MHG No. 0062.04  
tel 859.252.9980  
fax 859.389.8870

Revise and amend the Project Manual dated March 20, 2007 for Work on the above Project as stated in this Addendum; otherwise the original Project Manual shall remain in effect.

**AFFECTING BIDDING REQUIREMENTS:**

Remove the following Bid Item Descriptions:

#s 36 & 37 High Retaining Wall, Low Retaining Wall

Replace with:

**36 & 37: High Retaining Wall, Low Retaining Walls**

**Unit:** Facial Square Foot (SF)

**Description:** These items of work are concrete block exterior walls as shown on the Plans. Excavation, gravel foundations, backfill, and associated subsurface drainage are incidental.

**Measurement:** Measurement shall be by the facial square foot along the front face of the wall. Only one face of multi-faced block shall be counted.

**Payment:** Payment shall be made at the contract unit price per facial square foot.

**AFFECTING SPECIFICATIONS:**

**Section 02741, "Hot-Mix Asphalt Paving"** Paragraph 3.12, "Field Quality Control", Subparagraph A, Change the wording from "C&FMO will engage..." to "Contractor will engage...".



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 Oblige, 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 Addition to the Kingwood Readiness Center, Kingwood, West Virginia, RFQ # DEFK7213.

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 Oblige 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  
24th day of May, 20 07.

Principal Corporate Seal

G. A. Brown & Son, Inc.

By 

(Must be President or  
Vice President)

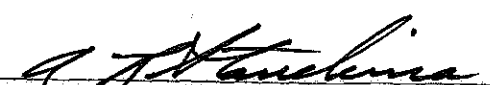
VICE President

(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. Corporate seals must be affixed,  
and 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*

*Assistant Secretary*

By:

*M. P. Hammond*

*M. P. Hammond*

*Vice President*

State of Maryland }  
City of Baltimore } ss:

**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