

FORM OF PROPOSAL

OWNER: West Virginia Division of Culture & History  
Charleston, WV

PROJECT: Cultural Center: Fire Alarm/ Sprinkler Upgrades, Charleston, WV

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies and transportation, and to perform all Work in accordance with the Bidding Documents for the sum of:

BASE BID: one million seventy seven thousand eight hundred dollars and no/cents  
\$ 1,077,800.00

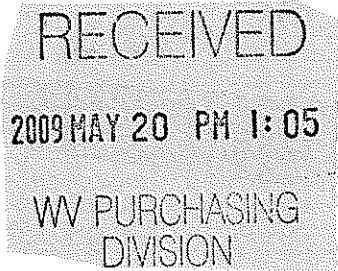
(Bid amount shall be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

ALTERNATE #1: DEDUCT six thousand dollars and no/cents  
\$ 6,000.00

(Note that the Alternate Deduct price is included in the Base Bid amount.)

UNIT PRICES: FOR FURTHER DETAILS REFER TO SPECIFICATIONS

<u>Item No. 1</u> – Pull Station	Each \$ <u>700.00</u>
<u>Item No. 2</u> – Strobe	Each \$ <u>900.00</u>
<u>Item No. 3</u> – Speaker Strobe	Each \$ <u>900.00</u>
<u>Item No. 4</u> – Combination Heat Detector	Each \$ <u>750.00</u>
<u>Item No. 5</u> – Smoke Detector	Each \$ <u>750.00</u>
<u>Item No. 6</u> – Flow or Tamper Switch Connector	Each \$ <u>950.00</u>
<u>Item No. 7</u> – One Control Relay	Each \$ <u>750.00</u>
<u>Item No. 8</u> – Duct Smoke Detector	Each \$ <u>850.00</u>
<u>Item No. 9</u> – Monitor Module	Each \$ <u>750.00</u>



RESPECTFULLY SUBMITTED:

SIGNATURE:  DATE: 5/20/09

NAME: Douglas P. Meeks, Vice President

FIRMNAME: Brewer &amp; Company of WV, Inc.

FIRM ADDRESS: 3601 7th Avenue  Corporate Seal  
Charleston, WV 25312  
if Applicable

TELEPHONE: 304-744-5314

CONTRACT TIME: 360 days

Contractor's License Number: WV001124

The successful Bidding Contractor agrees that from the compensation otherwise to be paid, the Owner may retain a sum in accordance with the following schedule for each day thereafter, Sundays and holidays included, that the work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the contractor to complete the work at the stipulated time, and the sum is not to be construed in any sense a penalty. The successful Bidder also shall pay any additional fees that the Engineer and the Engineer's consultants may accrue.

**LIQUIDATED DAMAGES WILL BE ASSESSED AS FOLLOWS:**

\$750.00/per day

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. Allowance may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor and approved by the Engineer/Owner.

**AUTHORITY AND RESPONSIBILITY OF THE ENGINEER:**

The Engineer shall decide any and all questions that may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the contractor.

**SUCCESSORS AND ASSIGNS:**

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without consent of the other party.

**PREBID MEETING IS MANDATORY**

Mandatory attendance is required for all Bidders at the Pre-bid Meeting to familiarize themselves with the Project location, site conditions and other relevant information. Any Bidder who fails to attend the Pre-bid Meeting will cause that Bid to be disqualified.

**ADDENDA ACKNOWLEDGMENT**

The undersigned hereby acknowledges receipt of the following Addenda and has taken the information contained therein into full consideration in the formulation of this bid.

- Addenda No. 1 \_\_\_\_\_
- Addenda No. 2 \_\_\_\_\_
- Addenda No. 3 \_\_\_\_\_
- Addenda No. 4 \_\_\_\_\_
- Addenda No. 5 \_\_\_\_\_

Failure to acknowledge receipt of each Addendum may be cause for rejection of the bid.

SIGNATURE: \_\_\_\_\_  
Signature in Ink

DATE: \_\_\_\_\_

SUCCESSORS AND ASSIGNS:

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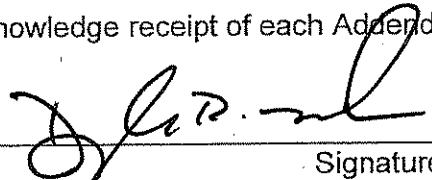
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- Addenda No. 1 5/6/09
- Addenda No. 2 \_\_\_\_\_
- Addenda No. 3 \_\_\_\_\_
- Addenda No. 4 \_\_\_\_\_
- Addenda No. 5 \_\_\_\_\_

Failure to acknowledge receipt of each Addendum may be cause for rejection of the bid.

SIGNATURE:   
Signature in Ink

DATE: 5/20/09

**BIDDER'S CERTIFICATION**

The Bidder hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

1. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.
2. The Bidder represents that the Proposal is based upon the Standards specified by the Contract Documents.
3. Bidder has visited the site, has become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation of the Contract Documents.
4. The Bidder shall make a good faith effort to ensure that all the Bidder employees, while working on Owner's property, shall not purchase, transfer, use or possess tobacco products, illegal drugs, alcohol, abuse prescription drugs in any way.
5. Bidder agrees to furnish any information requested by the Owner/Engineer to evaluate the responsibility of the Bidder.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint Proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:
  - 6.1 The Proposal has been prepared independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Proposal.
  - 6.2 Unless otherwise required by law, the costs, which have been quoted in the Proposal, have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the Proposal deadline, directly or indirectly, to any other Bidder that would have any interest in the Proposal costs.
  - 6.3 No attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

The successful bidder will be required to furnish a copy of their Contractor's License prior to issuance of a Purchase Order/Contract.

END OF SECTION 00120

**LIST OF PROPOSED SUBCONTRACTORS EQUIPMENT / MATERIAL SUPPLIERS**  
(This form must be included in bid of faxed to the OWNER/ENGINEER within two hours of close of bid)

List below each major branch of work and major equipment / material category for this proposal and the subcontractor or supplier proposed for that portion of work; also provide the contractor's license number for each subcontractor as required by the "West Virginia Contractor Licensing Act." If the branch of work is to be completed solely by an equipment / material supplier, indicate by notation below in the contractor license number column. The bidder may be requested to change an unsatisfactory subcontractor or equipment / material supplier. The contractor is responsible for selecting or changing subcontractor or equipment / material supplier. The Owner or Engineer may indicate their concerns about any entity listed which they have reason to believe past experience indicates poor performance may be expected. It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all proposed subcontractors and equipment / material suppliers being proposed to perform the work. The Contractor has full responsibility for satisfactory execution of all work in accordance with the contract documents. Any change of proposed subcontractors or material suppliers shall be at no additional cost to Owner, as the Contractor has full responsibility for execution of the work.

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I \_\_\_\_\_ representing \_\_\_\_\_  
(Signature of Responsible Contractor) (Company Name)

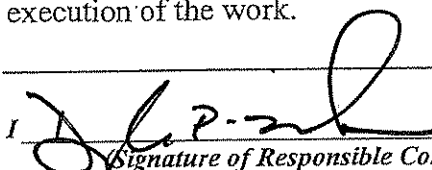
on this date \_\_\_\_\_ submit the following list of subcontractors and major material suppliers for your review and comment. This is the final and complete list of companies who will be performing work or supplying materials for **CULTURAL CENTER FIRE ALARM/SPRINKLER UPGRADES**.

I agree that once the subcontractors and material suppliers listed are approved for use by the Owner and Engineer, no other subcontractors or substitute for any subcontractors listed below, will be used in the performance of the contract without written approval of the Owner and Engineer. I further agree that if non-approved subcontractors or suppliers are used, my company shall be placed on probation, unless in its reasonable discretion, the STATE OF WV determines otherwise.

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 representing Brewer & Company of WV, Inc.  
(Signature of Responsible Contractor) (Company Name)

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**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Brewer & Company of West Virginia, Inc.  
of Charleston, WV, as Principal, and Ohio Farmers Insurance  
Compan of Westfield Center, OH, a corporation organized and existing under the laws of the State of OH  
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Fire Alarm/Sprinkler Upgrade, Cultural Center, Charleston, WV

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached  
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the  
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full  
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
20th day of May, 2009.

Principal Corporate Seal

Brewer & Company of West Virginia, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President or  
Vice President)  
Douglas P. Meeks  
Vice President  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
By [Signature]  
Douglas P. Taylor,  
Licensed WV Resident Agent Attorney-in-Fact

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

General  
Power  
of Attorney

POWER NO. 4750172 01

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

CERTIFIED COPY

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

**ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY**

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

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

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

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

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

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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **JUNE** A.D., **2006**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio  
County of Medina ss.:

On this **19th** day of **JUNE** A.D., **2006**, before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



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

State of Ohio  
County of Medina ss.:

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **20th** day of **May** A.D., **2009**.



**Frank A. Carrino, Secretary**