



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
 DEFK10001

PAGE
 1

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

V
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R

G & G BUILDERS INC.
 (304) 757-9196 FAX (304) 757-0993
 Teays Corporate Centre
 500 Corporate Centre Drive Suite 550
 SCOTT DEPOT, WEST VIRGINIA 25560

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T
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DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	F&B	FREIGHT TERMS
07/22/2009				

BID OPENING DATE: 08/27/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20	2,561,500.00	2,561,500.00
BUILDING CONSTRUCTION CONTRACT TO PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY TO CONSTRUCT A NEW 7,000 SQUARE FOOT BUILDING FOR THE WEST VIRGINIA ARMY NATIONAL GUARD, PER THE SPECIFICATIONS. MANDATORY ON-SITE PRE-BID: 8/6/09; 10:00 AM WVANG 1707 COONSKIN DRIVE CHARLESTON, WV 25311 QUESTIONS: QUESTIONS SHALL BE SUBMITTED TO JOHN ABBOTT AT JOHN.H.ABBOTT@WV.GOV, NO LATER THAN 08/05/2009; 11:00 AM EXHIBIT 5 WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.						

RECEIVED
 2009 SEP -3 PM 1:18
 WV PURCHASING
 DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Matthew J. Davis</i>	TELEPHONE 304-757-9196	DATE 9/3/2009
TITLE V.P./Gen. Mgr.	FEIN 550569469	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 fee
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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, the State may deem this contract null and void, and terminate such contract 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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 case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P O Box 50130, Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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ADDRESS CORRESPONDENCE TO ATTENTION OF
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VENDOR

RFQ COPY
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SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION
 1707 COONSKIN DRIVE
 CHARLESTON, WV
 25311-1099 304-341-6368

DATE PRINTED 07/22/2009	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: 08/27/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark A. Smith</i>	TELEPHONE 304-757-9196	DATE 9/3/2009
TITLE V.P./Gen. Mgr.	FIBIN 550569469	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark A. Egan</i>	TELEPHONE 304-757-9196	DATE 9/3/2009
TITLE V.P./Gen. Mgr.	FIDEN 550569469	ADDRESS CHANGES TO BE NOTED ABOVE

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 JOHN ABBOTT
 304-558-2544

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV ENGINEERING & FACILITIES
 ARMORY BOARD SECTION

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

DATE PRINTED 07/22/2009	TERMS OF SALE	SHIP VIA	FOR	FREIGHT TERMS
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LINE	QUANTITY	UOP	QAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 .. 8/17/09.....</p> <p>NO. 2 .. 8/18/09.....</p> <p>NO. 3 .. 8/26/09.....</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Michael E. Davis</i>.....SIGNATURE Michael E. Davis, V.P./Gen. Mgr. G. & G. Builders Inc.....COMPANY 9/3/2009.....DATE</p> <p>REV. 11/96</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael E. Davis</i>	TELEPHONE 304-757-9196	DATE 9/3/2009
TITLE V.P./Gen. Mgr.	FEIN 550569469	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 08/27/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEMNUMBER	UNIT PRICE	AMOUNT
				CONTRACTORS LICENSE		
				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.		
				WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.		
				BIDDER TO COMPLETE:		
				CONTRACTORS NAME: ... G. & G. Builders, Inc.		
				CONTRACTORS LICENSE NO.: ... WV001272		
				THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT		
				APPLICABLE LAW		
				THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.		
				ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALIERS THE INFORMATION PROVIDED FROM THE SOURCES AS		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Mark E. Am...</i>	TELEPHONE 304-757-9196	DATE 9/3/2009
TITLE V.P./Gen. Mgr.	FEIN 550569469	ADDRESS CHANGES TO BE NOTED ABOVE

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DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
REV. 5/2009						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO:						
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER: JOHN ABBOTT						
REQ. NO.: DEFK10001						
BID OPENING DATE: 8/27/2009						
BID OPENING TIME: 1:30 PM						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY 304-757-0993						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

SIGNATURE *M. P. [Signature]* TELEPHONE 304-757-9196 DATE 9/3/2009
 TITLE V.P./Gen. Mgr. FEIN 550569469 ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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Request for Quotation

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304-558-2544

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ARMORY BOARD SECTION

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

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07/22/2009				
BID OPENING DATE: 08/27/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID: <u>Michael E. Davis, V.P./Gen. Mgr.</u>						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Michael E. Davis, V.P./Gen. Mgr.</u>						
***** THIS IS THE END OF RFQ DEFK10001 ***** TOTAL:						<u>2,561,500.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Michael E. Davis TELEPHONE **304-757-9196** DATE **9/3/2009**

TITLE **V.P./Gen. Mgr.** FEIN **550569469** ADDRESS CHANGES TO BE NOTED ABOVE

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MANDATORY PRE-BID**Current Language:**

A mandatory pre-bid meeting will be held on 08/06/09 at 10:00 a.m. at the West Virginia Army National Guard, 1707 Coonskin Drive, Charleston, WV 25311. All interested parties are required to attend this meeting. Failure to attend the mandatory pre-bid shall result in disqualification of the bid. No one person may represent more than one bidder.

Add:

An attendance sheet will be made available for all potential bidders to complete. This will serve as the official document verifying attendance at the mandatory pre-bid. Failure to provide your company and representative name on the attendance sheet will result in disqualification of the bid. The State will not accept any other documentation to verify attendance. The bidder is responsible for ensuring they have completed the information required on the attendance sheet. The Purchasing Division and the state agency will not assume any responsibility for a bidder's failure to complete the pre-bid attendance sheet. In addition, we request that all potential bidders include their complete mailing address, telephone number, e-mail address and fax number.

All potential bidders are requested to arrive prior to the starting time for the pre-bid. Bidders who arrive late, but prior to the dismissal of the technical portion of the pre-bid, will be permitted to sign in. Bidders who arrive after conclusion of the technical portion of the pre-bid, but during any subsequent part of the pre-bid will not be permitted to sign the attendance sheet.

ADVERTISEMENT FOR BIDS

Sealed bids for The New Family Readiness Center For The West Virginia Army National Guard, Charleston, West Virginia, will be received by the State of West Virginia, in accordance with the Request for Quotations issued by the Purchasing Division, until the time and date listed in the State's Request for Quotations. Bids will be opened and publicly read aloud at that time.

The bidding documents consist of the Request for Quotations, plans, and specifications. The Request for Quotations can be obtained by contacting the WV Purchasing Division Bid Request Line at 304-558-2063, or in writing by contacting the address listed below. Plans and specifications may be obtained by contacting: ZMM Architects & Engineers, 222 Lee Street West, Charleston, West Virginia 25302; 304-342-0159 (phone); 304-345-8144 (fax).

Up to 2 sets of bidding documents for this project may be obtained by qualified prime contractors from the office of ZMM, Inc., Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302. A deposit of \$150.00 payable to ZMM, Inc., will be required for each set of documents. Deposits will be refunded if bidding documents are returned to the Architect in good condition within 20 days of bid date. Bidders will be responsible for cost of shipping and handling.

Request for Quotations may be obtained by contacting:

State Of West Virginia
Department Of Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305
Phone: 304 558-2063

Bidding documents may be examined at Architect's office or at one of the following locations during regular business hours:

Kan. Valley Builder's Assoc. 1627 Bigley Avenue Charleston, WV 25302 304-342-7141	McGraw-Hill/F. W. Dodge 437 19 th Street Dunbar, WV 25064 304 766-6880/FAX 304-766-6882	Contractors Association of WV 2114 Kanawha Boulevard East Charleston, WV 25311 304-342-1166/FAX 304 342-1074
Construction Employers Assoc of North Central WV, 2794 White Hall Blvd White Hall, WV 26554 304-367-1290/FAX 304-367-0126	Reed Construction Data 30 Technology Parkway South Suite 100 Norcross, GA 30092 770-417 4000/ FAX 770-849-6475	

A pre-bid conference will be held at the project site at the date and time listed in the State's Request for Quotations. Attendance at pre-bid conference is mandatory for all prime bidders.

BID FORM

SECTION I -- BASE BID AND ALTERNATES

Dated: September 3, 2009
(Bidder to insert date bid submitted)

SUBMITTED BY:

G & G Builders Inc. (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 001272

SUBMITTED TO: State of West Virginia
Finance and Administration
Purchasing Division

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 propose to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete installation of

The New Family Readiness Center
West Virginia Army National Guard
Coonskin Drive
Charleston, West Virginia

in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID:

For the sum of: Two Million Five Hundred Sixty One Thousand
Five Hundred Dollars (\$ 2,561,500.00)

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions 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 No. 1 - To provide construction of the manufactured stone and mulch path including all associated site work, all as indicated on the Drawings and as specified

ADD the sum of: Twenty One Thousand Dollars
(\$ 21,000)

Submitted by: G & G Builders Inc.
(Firm Name)

13

Alternate Bid No. 2 - To provide and install the domestic booster pump, as indicated on the Drawings and as specified

ADD the sum of: Twenty Two Thousand Four Hundred Dollars
(\$ 22,400.⁰⁰)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than 365 calendar days from Notice to Proceed. The Bidder understands that the Owner may retain a sum as set forth in Article 9, Paragraph 9 11 - "Liquidated Damages," of the Supplementary Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such 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 in the stipulated time, and the sum is not to be construed in any sense a penalty

Accompanying this proposal is a bid bond in the amount of 5% of the amount of bid
(\$ N/A),

payable to the Owner, which it is agreed shall be retained as liquidated damages by the Owner if the undersigned fails to execute a contract in conformance with the Form of Contract, and to furnish a Surety Company Bond in a penal sum equal to at least the full contract sum with ten (10) days after notification of award of the contract to the undersigned

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days

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

No. 1 - 8/17/2009 No. 2 - 8/18/2009 No. 3 - 8/26/2009

SIGNATURE OF BIDDER:

Firm: G & G Builders Inc.

By: 
Michael E. Davis

Address: 500 Corporate Centre Drive

Title: V.P./Gen. Mgr.

Address: Suite 550

Phone: 304-757-9196

Address: Scott Depot, WV 25560

Fax: 304-757-0993

Tax Cert #: 709044647

SECTION II - BID ITEMS AND UNIT COSTS

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

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

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
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Primary Facility Base Bid					
1	Primary Facility	1	LS	1,692,215.50	1,692,215.50
PRIMARY FACILITY BASE BID TOTAL					1,692,215.50

Project Administration/Quality Control Base Bid					
2	Mobilization/Demobilization	1	LS	5,000	5,000
3	General Administration	1	LS	135,000	135,000
4	Project Quality Control	1	LS	18,000	18,000
PROJECT ADMINISTRATION/QUALITY CONTROL TOTAL					158,000

Civil/Site Base Bid					
5	Sediment and Erosion Control	1	LS	16,000	16,000
6	Site Preparation	1	LS	62,460	62,460
7	Unclassified Excavation	2550	CY	6.6	16,830
8	Over-excavation	200	CY	143	28,600
9	Concrete Sidewalk	130	SY	121	15,730
10	Concrete Stairs and Ramps	1	LS	18,200	18,200
11	HMA Wearing Course	230	TN	100	23,000
12	HMA Base Course	450	TN	96	43,200
13	Free Draining Base	450	TN	83.2	37,440
14	Free Draining Base Trench and Piping	1200	LF	18	21,600
15	Locking/Removable Bollards	11	EA	1122	12,342
16	Retaining Wall	2100	SF	37	77,700
17	Lawns	1	LS	9130	9130
18	Landscaping	1	LS	4400	4400
19	Geotextile Fabric	2200	SY	4	8800
20	Boulder Movement and Storage	1	LS	550	550
21	Class 1 Stone	450	TN	42.30	19,035
22	Pavement Marking	1	LS	1200	1,200
23	Wheel Stops	18	EA	1800	32,400
24	Grass Pave	230	SY	82.5	18,975
25	Guardrail	370	LF	29.15	10,785.5

26	Signage	1	LS	7000	7,000
27	Water Line, DIP, 3"	650	LF	47.6	30,940
28	Water Line, DIP, 6"	280	LF	56	15,680
29	Manholes	2	EA	4600	9,200
30	Frame & Cover	2	EA	690	1380
31	Sanitary Sewer, DIP, 6"	360	LF	55	19,800
32	Cleanout	5	EA	340	1,700
33	3" Gas Service Line	330	LF	2565	8464.5
34	Storm Line, PVC, 6"	300	LF	3165	9495
35	Storm Line, PVC, 8"	250	LF	34	8500
36	Storm Line, HDPE, 15"	130	LF	32	4160
37	Storm Line, HDPE, 18"	20	LF	35	700
38	Drainage Ditch w/TRM	670	LF	12.25	8207.5
39	15" Drain Basin (with grate)	3	EA	1460	4380
40	18" Drain Basin (with grate)	1	EA	1460	1460
41	8" Drain Basin (solid cover)	3	EA	1460	4380
42	8" In-Line Drain	1	EA	650	650
43	4" Trench Drain & Grate	10	LF	270	2,700
44	End Wall	1	EA	1460	1460
45	Miscellaneous Drainage	1	LS	2750	2750
46	5" Electrical Conduit	650	LF	24.50	15,925
47	Secondary Electrical Conduit	75	LF	115	8625
48	Pullboxes	3	EA	210	630
49	Transformer Concrete Pad	1	LS	1000	1000
50	Condensing Unit Concrete Pad	1	LS	1100	1100
51	Emergency Generator Concrete Pad	1	LS	450	450
52	Emergency Generator	1	LS	30,100	30,100
53	Communications Conduit	760	LF	29	22,040
54	Security Fencing	150	LF	41	6150
55	12' W Double Swing Security Gate	1	EA	550	550
56	Sanitary Tap Fee	1	LS	330	330
57	Water Tap Fee	1	LS	2800	2800
58	Power Company Fee	1	LS	N/A	N/A
59	New Utility Pole	1	EA	N/A	N/A
60	STORM LINE, PVC 4"	75	LF	29	2175
CIVIL/SITE BASE BID TOTAL					711,284.50

Alternate Bid Items					
61	Manufactured Stone and Mulch Path	1	LS	21,000	21,000
62	Domestic Booster Pump	1	LS	22,400	22,400
ALTERNATE BID ITEM TOTAL					43,400
BASE BID TOTAL					2,561,500
TOTAL COST WITH ALTERNATES					2,604,900

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned G & G Builders, Inc.
of 500 Corporate Centre Drive, Scott, WV 25560, as Principal, and Safeco Insurance Company of
America of Safeco Plaza, Seattle, WA 98185, a corporation organized and existing under the laws of the State of Washington with its principal office in the City of Seattle, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Amount Bid (\$) 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 New Family Support Center for the West Virginia Army National Guard, Charleston, West Virginia

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 27th day of August, 2009

Principal Corporate Seal

G & G Builders, Inc.
(Name of Principal)

By: *Michele A. Davis*
(Must be President or Vice President)

VICE PRESIDENT
(Title)

Surety Corporate Seal

Safeco Insurance Company of America
(Name of Surety)

By: *Dorina J. Price*
Dorina J. Price Attorney-in-Fact
Licensed West Virginia Resident Agent

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

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle WA 98154

No 2034

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation does each hereby appoint

*****KIMBERLY L MILES; JANIS K PEACOCK; DOUGLAS P TAYLOR; ANDREW K TEETER; DONNA J. PRICE; PAMELA V. LANHAM; Charleston, West Virginia*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

[Signature of Dexter R. Legg]

[Signature of Timothy A. Mikolajewski]

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V Section 13. - FIDELITY AND SURETY BONDS the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided however that the seal shall not be necessary to the validity of any such instrument or undertaking "

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile and the seal of the Company may be a facsimile thereof "

I, Dexter R Legg , Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto are true and correct and that both the By-Laws the Resolution and the Power of Attorney are still in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 27th day of August, 2009



[Signature of Dexter R. Legg]

Dexter R. Legg, Secretary



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

STATE OF West Virginia

COUNTY OF Putnam, TO-WIT:

I, Michael E. Davis, after being first duly sworn, depose and state as follows:

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

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

The above statements are sworn to under the penalty of perjury

G & G Builders Inc.
(Company Name)

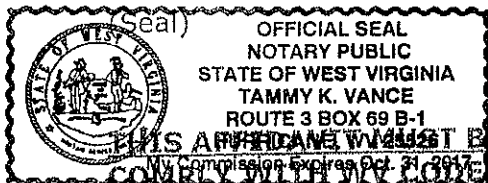
By: Michael E. Davis
Michael E. Davis

Title: Vice President / General Manager

Date: September 3, 2009

Taken, subscribed and sworn to before me this 3rd day of September, 2009

By Commission expires October 31, 2017



Tammy K. Vance
(Notary Public)

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

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

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

ANTITRUST:

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

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

LICENSING:

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

CONFIDENTIALITY:

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

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

Vendor's Name: G & G Builders Inc.

Authorized Signature:  Date: September 3, 2009

Purchasing Affidavit (Revised 01/01/09) Michael E. Davis, V.P./Gen. Mgr.