



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  
 DEFK11029

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 TARA LYLE  
 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

G.A. Brown & Son, Inc.  
 215 Mill Street  
 Fairmont, WV 26554

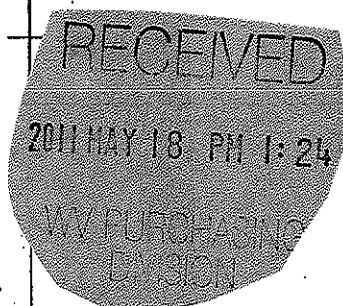
SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: 04/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		968-20		
<p>*****            PLEASE NOTE A MANDATORY PRE-BID MEETING IS SCHEDULED FOR 03/29/2011 AT 1:00 PM AT THE MORGANTOWN AIRPORT IN THE FIRST FLOOR CONFERENCE ROOM.            *****            PLEASE NOTE THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION.            *****            PLANS AND SPECIFICATIONS CAN BE OBTAINED FROM THE ARCHITECT AT THE FOLLOWING LOCATION:            ZMM, INC.            222 LEE STREET, WEST            CHARLESTON, WV 25302            PHONE NO. 304-342-0159            FAX NO. 304-345-8144            A \$300.00 DEPOSIT IS REQUIRED FOR EACH SET OF PLANS AND SPECIFICATIONS.            *****</p>						
<p>CONSTRUCTION OF THE MORGANTOWN READINESS CENTER</p> <p>MANDATORY PRE-BID            A MANDATORY PRE-BID WILL BE HELD ON 03/29/2011 AT 1:00 PM AT THE MORGANTOWN AIRPORT IN THE FIRST FLOOR CONFERENCE ROOM. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-363-4500	05.18.2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	55-0561024	

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **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.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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VENDOR

G.A. Brown & Son, Inc.  
 215 Mill Street  
 Fairmont, WV 26554

SHIP TO

DIV ENGINEERING & FACILITIES  
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<p>DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATOR PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS WILL BE ACCEPTED UNTIL CLOSE OF BUSINESS ON 04/05/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						

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<p>TARA LYLE            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25305</p> <p>FAX: 304-558-4115            E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED</p>						

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G.A. Brown & Son, Inc.  
 215 Mill Street  
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<p>WITHIN 545 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 MONONGALIA 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 \$1,000,000.00.</p>						

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(XX) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.  (XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.  (XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.  REV. 11/00  EXHIBIT 7  DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS  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						

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<p>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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p>						

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<p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <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</p>						

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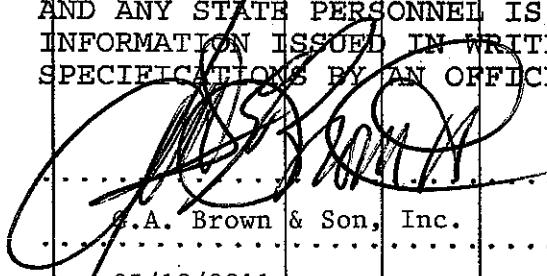
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ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.  ADDENDUM NOS : NO. 1 . . . 04/03/2011 . . . . . NO. 2 . . . 04/04/2011 . . . . . NO. 3 . . . 04/21/2011 . . . . . NO. 4 . . . 05/06/2011 . . . . . NO. 5 . . . . .						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.  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.						
					SIGNATURE	
G.A. Brown & Son, Inc.					COMPANY	
05/18/2011					DATE	
REV. 11/96						
CONTRACTORS LICENSE						

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

# Request for Quotation

RFQ NUMBER  
 DEFK11029

PAGE  
 9

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 TARA LYLE  
 304-558-2544

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 G.A. Brown & Son, Inc.  
 215 Mill Street  
 Fairmont, WV 26554

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: 04/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ..... G.A. Brown &amp; Son, Inc. ....</p> <p>CONTRACTORS LICENSE NO.: ..... WV007675 .....</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

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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.O.B.	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: 04/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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:-----TL/32-----						
REQ. NO.:-----DEFK11029-----						
BID OPENING DATE:-----04/26/2011-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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# Request for Quotation

RFQ NUMBER  
 DEFK11029

PAGE  
 11

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 TARA LYLE  
 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 304-341-6368

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
03/17/2011				

BID OPENING DATE: 04/26/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				304-366-9456		
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: James Brown, II						
***** THIS IS THE END OF RFQ DEFK11029 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

# BID FORM

## SECTION I - BASE BID AND ALTERNATES

DATED: 05/18/2011

(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) **G.A. Brown & Son, Inc.**  
**215 Mill Street**  
**Fairmont, WV 26554**

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 007675

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

**The Morgantown Readiness Center**  
**West Virginia Army National Guard**  
**Morgantown, West Virginia**

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

### BASE BID:

For the sum of: Nineteen million nine hundred twenty six thousand two hundred  
fifty two and 52/100 (\$ 19,926,252.52 )

### ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates which the Owner may select, based upon availability of funding. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Refer to Section 01030 "Alternates" for description of Alternates.

#### Alternate Bid No. 1 - Taxiway Access Road.

ADD the sum of: Fifty six thousand six hundred eighty and 86/100  
(\$ 56,680.86 )

Alternate Bid No. 2 – Security Fencing Upgrade.

ADD the sum of: Three thousand nine hundred & ninety and  $\frac{79}{100}$   
( \$ 3,909.79 )

Alternate Bid No. 3 – Exterior Canopy.

ADD the sum of: Sixty four thousand three hundred sixty and  $\frac{43}{100}$   
( \$ 64,360.43 )

Alternate Bid No. 4 – Lockers.

ADD the sum of: One hundred twenty seven thousand and  $\frac{55}{100}$   
( \$ 127,000.55 )

Alternate Bid No. 5 – Resilient Isolated Gypsum Board Ceilings.

ADD the sum of: Twenty two thousand eight hundred twenty four and  $\frac{72}{100}$   
( \$ 22,824.72 )

Alternate Bid No. 6 – Acoustical Wall and Ceiling Treatment for Practice Rooms, and Large & Small Rehearsal Rooms.

ADD the sum of: Forty four thousand six hundred forty two and  $\frac{40}{100}$   
( \$ 44,642.40 )

Alternate Bid No. 7 – Acoustical Wall Treatment For Drill Hall.

ADD the sum of: Seven thousand seven hundred thirteen and  $\frac{91}{100}$   
( \$ 7,713.91 )

Alternate Bid No. 8 – Acoustical Wall Treatment For Auditorium And Main Rehearsal.

ADD the sum of: Eighty three thousand two hundred fifty five and  $\frac{28}{100}$   
( \$ 83,255.28 )

Alternate Bid No. 9 – Suspended Acoustic Reflectors for Auditorium and Main Rehearsal.

ADD the sum of: Thirty five thousand five hundred eighty nine and  $\frac{66}{100}$   
( \$ 35,589.66 )

Alternate Bid No. 10 – Additional Kitchen Equipment.

ADD the sum of: Forty six thousand fifteen and  $\frac{06}{100}$   
( \$ 46,015.06 )

Alternate Bid No. 11 – Landscaping.

ADD the sum of: Seven thousand five hundred ninety four and  $\frac{50}{100}$   
( \$ 7,594.50 )

Alternate Bid No. 12 – Dock Lift.

ADD the sum of: Fifteen thousand seven hundred twenty four and  $\frac{75}{100}$   
( \$ 15,724.75 )

Alternate Bid No. 13 – Power and Data on Fixed Audience Seating for Auditorium.

ADD the sum of: Twenty seven thousand seven hundred forty four and  $\frac{72}{100}$   
( \$ 27,744.72 )

Alternate Bid No. 14 – Grouting.

ADD the sum of: Four hundred nine thousand seven hundred forty one and  $\frac{77}{100}$   
( \$ 409,741.77 )

If awarded contract on Base Bid and any Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) in 545 days. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.



It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

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

#1 - 04/03/2011      #2 - 04/04/2011      #3 - 04/21/2011      #4 - 05/06/2011

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

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

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

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

**SIGNATURE OF BIDDER:**

Firm: G.A. Brown & Son, Inc.

Address: 215 Mill Street

Address: Fairmont, WV 26554

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

By: 

Title: Vice President

Phone: 304-363-4500

Fax: 304-366-9456

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.

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

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
<b>Primary Facility Base Bid</b>					
1	Readiness Center	1	LS	14,400,000	14,400,000.00
2	Unheated Storage Building	1	LS	86,300	86,300.00
<b>PRIMARY FACILITY BASE BID SUB-TOTAL</b>					<b>14,486,300.00</b>
<b>Project Administration/Quality Control Base Bid</b>					
3	Mobilization/Demobilization	1	LS	460,000	460,000.00
4	General Administration	1	LS	600,000	600,000.00
5	Project Quality Control	1	LS	150,000	150,000.00
<b>PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL</b>					<b>1,210,000.00</b>
<b>Civil/Site Base Bid</b>					
<b>Site Preparation</b>					
6	Site Preparation	1	LS	137,371	137,371.00
7	Sediment and Erosion Control	1	LS	33,814.40	33,814.40
8	Retention Ponds	1	LS	291,205.39	291,205.39
9	Waste Disposal	5	TN	52.84	264.18
10	AOA Fencing	2,800	LF	30.04	84,117.55
11	Double Swing Gate, 30'	3	EA	4,543.81	13,631.43
12	Monitoring Well Removal	1	LS	1,056.70	1,056.70
<b>Earthwork</b>					
13	Unclassified Excavation	1	LS	290,592.50	290,592.50
14	Subgrade Preparation	20,000	SY	4.23	84,536.00
15	Soil Drying	100	TN	195.49	19,548.95
16	Soil Conditioning	500	SY	11.62	5,811.85
17	Over-Excavation	100	SY	28.53	2,853.09
18	6" Subsurface Drains	600	LF	16.91	10,144.32
<b>On-Site Roads and Paving</b>					
19	7" Concrete Paving	9,252	SY	60.95	563,913.62
20	HMA Wearing Course	584	TN	107.78	62,945.51
21	HMA Base Course	2,659	TN	101.44	269,737.47
22	Free Draining Base	3,822	TN	78.20	298,864.35
23	Free Draining Base Trench and Piping	3,550	LF	10.57	37,512.85

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
24	Fabric Separation	17,600	SY	1.59	27,896.88
25	Class I Stone	3,100	TN	21.13	65,515.40
26	Pavement Marking	1	LS	5600.51	5,600.51
27	Wheel Stops	95	EA	58.12	5,521.26
28	Concrete Curbing	1,700	LF	40.15	68,262.82
29	Signage	1	LS	8345.82	8,345.82
Off-Site Roads and Paving					
20	HMA Wearing Course	90	TN	107.78	9,700.51
21	HMA Base Course	480	TN	101.44	48,692.74
22	Free Draining Base	252	TN	78.20	19,705.34
23	Free Draining Base Trench and Piping	783	LF	10.57	8,273.96
24	Fabric Separation	1,120	SY	1.59	1,775.26
25	Class I Stone	189	TN	21.13	3,994.33
30	Pavement Marking	1	LS	1775.26	1,775.26
Miscellaneous					
31	Sidewalk	1,500	SY	50.10	75,147.22
32	Type I and II Lawns	1	LS	58,646.85	58,646.85
33	Type III Ground Cover for Slopes	1	LS	11,623.70	11,623.70
34	Force Protection Gate	2	EA	4228	84,536.00
35	Not Used	-	-	-	-
36	24' Sliding Gate	1	EA	6657.21	6,657.21
37	Security Fencing	900	LF	30.05	27,047.29
38	40' Flagpole	2	EA	3793.55	7,587.11
39	Retaining Wall	600	LF	307.50	184,499.82
40	Loading Dock Wall	1	LS	30,432.96	30,432.96
41	Vehicle Wash Rack	1	LS	35,029.61	35,029.61
42	Oil/Water Separator	1	EA	89,819.50	89,819.50
43	Loading Ramp	1	LS	107,257.16	107,257.16
44	Bollards 8"	15	EA	1,120.10	16,801.53
45	Bollards 12"	6	EA	3423.71	20,542.25
46	Bollards Removeable	3	EA	3,170.10	9,510.30
47	Trash Enclosure	1	LS	26,945.85	26,945.85
48	Fuel Truck Pad	1	LS	17,879.36	17,879.36
Water					
49	2" PVC Water	250	LF	24.30	6,076.03
50	6" DIP Water	80	LF	42.27	3,381.44
51	6" PVC Water	1,800	LF	29.59	53,257.68
52	10" DIP Water	60	LF	68.69	4,121.13
53	10" PVC Water	1,400	LF	52.84	73,969.00
54	PIV	5	EA	2691.75	13,208.75
55	Fire Hydrant	4	EA	4,755.15	19,020.60
56	Water Vault	1	EA	32,757.70	32,757.70

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
<b>Sewer</b>					
57	Manholes, Sanitary Sewer	120	VF	369.85	44,381.40
58	Frame and Cover, Sanitary Sewer	18	EA	570.62	10,271.12
59	4" PVC Sanitary Sewer	150	LF	35.93	5,389.17
60	6" PVC Sanitary Sewer	1,000	LF	31.70	31,701.00
61	8" PVC Sanitary Sewer	1,500	LF	34.87	54,306.65
62	8" DIP Sanitary Sewer	440	LF	61.29	26,966.98
<b>Gas</b>					
63	4" Gas Service Line	1,800	LF	19.02	34,237.08
<b>Storm Drainage</b>					
64	6" PVC Storm	1,400	LF	15.85	22,190.70
65	12" PVC Storm	600	LF	44.38	26,628.84
66	12" HDPE Storm	500	LF	35.93	17,963.90
67	18" HDPE Storm	1,100	LF	44.38	48,819.54
68	24" HDPE Storm	850	LF	59.18	50,298.92
69	30" HDPE Storm	220	LF	67.63	14,878.34
70	Type 1 Ditch	400	LF	65.52	26,205.16
71	Type 2 Ditch	160	LF	63.40	10,144.32
72	Type 4 Ditch	4,400	LF	19.02	86,690.64
73	Junction Box	2	EA	2430.41	4860.82
74	Type "B" Drop Inlets	20	EA	2430.41	48608.20
75	Type "G" Drop Inlets	2	EA	3170.10	6340.20
76	Stormwater Treatment Unit	2	EA	2853.09	5706.18
77	12" In-Line Inlets	14	EA	845.36	11,835.04
78	Trench Drain and Grate	40	LF	174.36	6,974.22
79	Concrete Headwall	3	EA	3698.45	11,095.35
<b>Power and Communications</b>					
80	Electrical Duct Bank Type 1	200	LF	40.15	8030.92
81	Electrical Duct Bank Type 2	50	LF	699.54	34,976.77
82	Electrical Duct Bank Type 3	60	LF	117.29	7,037.62
83	Combined Duct Bank Type 1	700	LF	60.23	42,162.33
84	Communications Duct Bank Type 1	150	LF	57.06	8,559.27
85	Transformer Pad	1	LS	10778.34	10,778.34
86	Emergency Generator Pad	1	LS	18,175.24	18,175.24
<b>CIVIL/SITE BASE BID SUB-TOTAL</b>					<b>4,229,952.52</b>

<b>BASE BID TOTAL*</b>	<b>19,926,252.52</b>
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\*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.

Alternate Bid Items					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Alternate #1 - Taxiway Access Road					
20	HMA Wearing Course	53	TN	107.78	5,712.52
21	HMA Base Course	281	TN	101.44	28,505.44
22	Free Draining Base	148	TN	78.20	11,572.98
23	Free Draining Base Trench and Piping	360	LF	10.57	3,804.12
24	Fabric Separation	657	SY	1.59	1,041.38
25	Class I Stone	111	TN	21.13	2,345.87
87	Pipe Gate	1	EA	3,698.45	3,698.45
Alternate #1 Total					56,680.86
Alternate #2 - Security Fencing Upgrade					
88	Upgrade to 8' Fabric	1	LS	3,909.79	3,909.79
Alternate #2 Total					3,909.79
Alternate #3 - Exterior Canopy					
89	Canopy	1	LS	64,360.43	64,360.43
Alternate #3 Total					64,360.43
Alternate #4 - Lockers					
90	Lockers	1	LS	127,000.55	127,000.55
Alternate #4 Total					127,000.55
Alternate #5 - Resilient Isolated Gypsum Board Ceilings					
91	Isolated Gypsum Board Ceilings	1	LS	22,824.72	22,824.72
Alternate #5 Total					22,824.72
Alternate #6 - Acoustical Wall and Ceiling Treatment for Practice Rooms and Large & Small Rehearsal Rooms					
92	Acoustical Treatment	1	LS	44,642.40	44,642.40
Alternate #6 Total					44,642.40
Alternate #7 - Acoustical Wall Treatment for Drill Hall					
93	Acoustical Wall Treatment	1	LS	7,713.91	7,713.91
Alternate #7 Total					7,713.91
Alternate #8 - Acoustical Wall Treatment for Auditorium and Main Rehearsal					
94	Acoustical Wall Treatment	1	LS	83,255.28	83,255.28
Alternate #8 Total					83,255.28

Alternate Bid Items					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Alternate #9 - Suspended Acoustic Reflectors for Auditorium and Main Rehearsal					
95	Acoustical Reflectors	1	LS	35,589.66	35,589.66
Alternate #9 Total					35,589.66
Alternate #10 - Additional Kitchen Equipment					
96	Additional Kitchen Equipment	1	LS	46,015.06	46,015.06
Alternate #10 Total					46,015.06
Alternate #11 - Landscaping					
97	Landscaping	1	LS	7,594.50	7,594.50
Alternate #11 Total					7,594.50
Alternate #12 - Dock Lift					
98	Dock Lift	1	LS	15,724.75	15,724.75
Alternate #12 Total					15,724.75
Alternate #13 - Power and Data on Fixed Audience Seating for Auditorium					
99	Seating Power and Data	1	LS	27,744.72	27,744.72
Alternate #13 Total					27,744.72
Alternate #14 - Grouting					
100	Grouting	1	LS	409,741.77	409,741.77
Alternate #14 Total					409,741.77
ALTERNATE BID ITEM TOTAL					952,798.39
TOTAL COST WITH ALTERNATES					20,879,050.90

END OF SECTION II

EXHIBIT 10

REQUISITION NO.: DEFK11029

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 ..04/03/2011

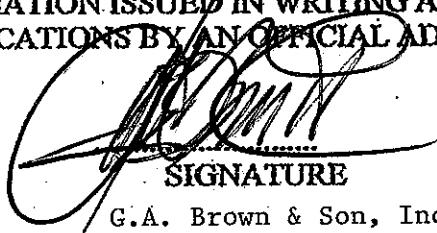
NO. 2 ..... 04/04/2011

NO. 3 ..... 04/21/2011

NO. 4 ..... 05/06/2011

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. 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.



SIGNATURE

G.A. Brown & Son, Inc.

COMPANY

05/18/2011

DATE





WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10008098-06
POLICY NUMBER: WC10008098-07

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

1. INSURED: G A BROWN & SON INC
215 MILL STREET
FAIRMONT WV 26554-4418

PRODUCER: FRIEDLANDER COMPANY
PO BOX 2466
(304)357-4520
CHARLESTON WV 25329

Insured is a(n) DOMESTIC CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

- 2. The policy period is from 07/01/2010 to 07/01/2011 12:01 A.M. at the insured's mailing address.
3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here: WEST VIRGINIA
B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
Bodily Injury by Accident: \$1,000,000 Each Accident
Bodily Injury by Disease: \$1,000,000 Policy Limit
Bodily Injury by Disease: \$1,000,000 Each Employee
C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here: All states and U.S. territories except, North Dakota, Ohio, Washington, Wyoming, Puerto Rico, and the U.S. Virgin Islands, and states designated in Item 3.A. of the Information Page.
D. This policy includes these endorsements and schedules: SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 06/29/2010
ISSUING OFFICE: Charleston, WV
PRODUCER: FRIEDLANDER COMPANY

BID BOND

KNOW ALL MEN BY THESE PRESENTS. That we, the undersigned, G. A. Brown & Son, Inc.  
of Fairmont, West Virginia, as Principal, and Fidelity and Deposit Company of  
Maryland of Baltimore, Maryland, a corporation organized and existing under the laws of the State of Maryland  
with its principal office in the City of Baltimore, MD as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of the Amount Bid (\$ ---- 5% ----) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Construction of the Morgantown Readiness Center,  
Morgantown, Monongalia County, West Virginia.  
RFQ No. DEFK11029.

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  
26 th day of April, 2011.

Principal Corporate Seal

G. A. Brown & Son, Inc.

(Name of Principal)

By 

(Must be President or  
Vice President)

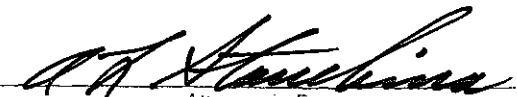
Vice President

(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland

(Name of Surety)

  
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. 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*

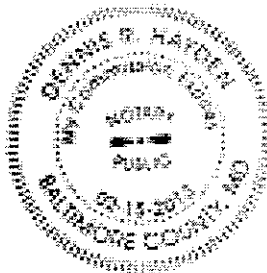
M. P. Hammond Vice President

State of Maryland }  
Baltimore County } 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 deposed 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 15, 2013

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

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

**CERTIFICATE**

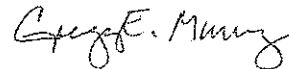
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was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

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

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

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

this 26<sup>th</sup> day of April, 2011.



*Assistant Secretary*



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

STATE OF West Virginia

COUNTY OF Marion, TO-WIT:

I, James Brown, II, after being first duly sworn, depose and state as follows:

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

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

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

G.A. Brown & Son, Inc.  
(Company Name)

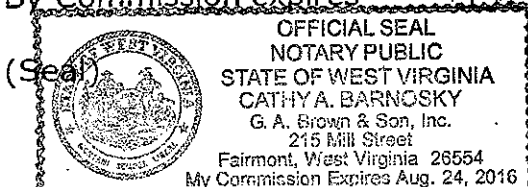
By: 

Title: Vice President

Date: 05/18/2011

Taken, subscribed and sworn to before me this 18 day of May 2011.

By Commission expires August 24, 2016



Cathy A. Barnosky  
(Notary Public)

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

RFQ No. DEFK11029

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: G.A. Brown & Son, Inc.

Authorized Signature: *[Signature]* Date: 05/18/2011

State of West Virginia

County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 18 day of MAY 2011, 2011.

My Commission expires August 24, 2016

**AFFIX SEAL HERE**

NOTARY PUBLIC *Cathy A. Barnosky*

