

ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE  
DIVISION OF NATURAL RESOURCES FORM OF PROPOSAL-1

Name of Bidder:

Rockwell Construction Co., Inc.

Address of Bidder:

12348 Rockwell Lane  
Mercersburg, PA 17236

Phone Number of Bidder:

717-328-5237

WV Contractors License No.

WV033301

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$ 1,950,000.00

Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

One Million Nine Hundred Fifty Thousand Dollars

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WV PURCHASING  
DIVISION

ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE  
DIVISION OF NATURAL RESOURCES FORM OF PROPOSAL-2

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ALTERNATES

Additive Alternate No. 01 Contractor to provide price for modular building as described on Sheet A-1.1A, and section 01230.

Additive Alternate No. 01 Amount:

Eighty Eight thousand  
Nine Hundred Fifty Dollars (\$ 88,950.00 )  
(Total to be written in words) (Total to be written in numbers)

Additive Alternate No. 02 contractor to provide price for deletion of Interior Storm Windows and addition of replacement windows as outlined in Specification Section 01230.

Additive Alternate No. 02 Amount:

Forty Three thousand  
Nine Hundred Seventy Dollars (\$ 43,970.00 )  
(Total to be written in words) (Total to be written in numbers)

UNIT PRICES

Unit prices to be as described in Section 01270 For masonry repairs in dollars per square foot.

Twenty Dollars /SQ.FT (\$ 20.00 /SQ/FT)  
(Total to be written in words) (Total to be written in numbers)

**ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE**  
**DIVISION OF NATURAL RESOURCES** **FORM OF PROPOSAL-3**

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The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 240 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

**PROGRESS PAYMENTS** - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-1997 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

ALTERATIONS & ADDITIONS TO BERKELEY SPRINGS BATH HOUSE  
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ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date
One	1/21/09
Two	1/29/09
Three	2/02/09
Four	2/22/09
Five	2/27/09
Six	3/04/09
Seven	3/15/09

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

Respectfully submitted:

Date:

3/26/09

WV Vendor  
 Registration Number:

1023-0433

By: (signature in ink)

*[Handwritten Signature]*

Title:

President

Firm Name:

Rockwell Construction Co., Inc.

Firm Address:

12348 Rockwell Lane  
 Mercersburg, PA 17236



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

~~STATE OF WEST VIRGINIA~~, Commonwelath of Pennsylvania

COUNTY OF FRanklin, TO-WIT:

I, J. Craig Rockwell, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Rockwell Const. Co., Inc.; and,  
(Company Name)
- 2. I do hereby attest that Rockwell Const. Co., 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.

Rockwell Construction Co., Inc.  
(Company Name)

By: [Signature]

Title: President

Date: 3/26/09

Taken, subscribed and sworn to before me this 26<sup>th</sup> day of March, 2009

By Commission expires

(Seal)

COMMONWEALTH OF PENNSYLVANIA  
 Notarial Seal  
 Richard L. Harmon, Notary Public  
 Peters Twp., Franklin County  
 My Commission Expires Mar 26, 2010  
 Member, Per [Signature]  
 (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.**

Agency DNR 21  
REQ.P.O# 209090

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Rockwell Construction Co., Inc.  
of Mercersburg, Pennsylvania, as Principal, and United States Surety Company  
of Timonium, Maryland, a corporation organized and existing under the laws of the State of Maryland  
with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of 5% of Bid Amount (\$ - - - - - ) 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  
Berkeley Springs Bath House, Berkeley Springs, WV

**NOW THEREFORE,**

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
12th day of March, 2009.

Principal Corporate Seal

Rockwell Construction Co., Inc.  
(Name of Principal)  
By [Signature]  
(Must be President or Vice President)  
PRESIDENT  
(Title)

Surety Corporate Seal

United States Surety Company  
(Name of Surety)  
[Signature]  
Attorney-in-Fact

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation, and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint: J. Rebecca Bruchey, Francis D. Carden, Harry A. Kendig, Frederick C. Wright, IV

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of July, 2008.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY Corporate Seals

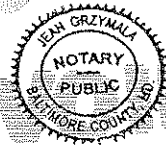


By: [Signature] Peter W. Carman, Vice President

State of Maryland County of Baltimore SS:

On this 4th day of December, 2008, before me, Jean Grzymala, a notary public, personally appeared Peter W. Carman, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Signature [Signature] My commission expires the 15th day of December, 2012

I, Carol T. Nevin, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Baltimore, Maryland this 12th day of March 2009

Corporate Seals

[Signature] Carol T. Nevin, Assistant Secretary

