



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: DNR210008

PAGE: 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE
 *709041518 304-636-1194
 Triple H. Const. Co.
 PO Box 176
 Dodson Run Rd
 Beverly WJ 26253

DIVISION OF NATURAL RESOURCES
 CANAAN VALLEY RESORT
 ATTN: PARK SUPERINTENDENT
 ROUTE 1, BOX 320
 DAVIS, WV
 26260 866-4111

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/13/2009				

BID OPENING DATE: 09/17/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NG	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		649,504. ⁰⁰
<p>CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FROM RESPONSIBLE VENDORS TO PROVIDE ALL LABOR, MATERIAL AND EQUIPMENT NECESSARY FOR THE CONSTRUCTION OF GOLF COURSE DRAINAGE IMPROVEMENTS AT CANAAN VALLEY STATE PARK, DAVIS, WV IN TUCKER COUNTY.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON AUGUST 27, 2009 AT 11:00 AM AT THE PARK HEADQUARTERS. 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.</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 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 INCLUD</p>						

INCLUDES ALTERNATES

RECEIVED

2009 SEP 29 A 10:02

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Howard Harper* TELEPHONE: 304-636-1194 DATE: Sept 28, 2009
 TITLE: Owner FEIN: 55-0482970 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 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



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<p>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>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINS FOR TECHNICAL QUESTIONS IS 9/1/09 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING:</p> <p style="text-align: center;">FRANK WHITTAKER, SENIOR BUYER WV PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 304-558-2316</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING:</p> <p style="text-align: center;">DEBORAH DEMYAN WVDNR, PARKS AND RECREATION SECTION 1200 HARRISON, AVENUE SUITE 222 ELKINS, WV 26241 304-637-0300</p> <p>NO FEE REQUIRED FOR BIDDING DOCUMENTS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Edward A Harper* TELEPHONE: 304-636-1194 DATE: Sept 28, 2009
 TITLE: *Owner* FAX: 55-0482970 ADDRESS CHANGES TO BE NOTED ABOVE

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<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 T 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 WIT THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 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 TUCKER 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</p>						

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<p>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 COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. 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.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p>						

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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 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.						
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.						
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						

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SIGNATURE <i>Howard H Harper</i>	TELEPHONE 304-636-1194	DATE Sept 28, 2009
TITLE Owner	FAX 55-0482970	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>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 PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM 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</p>						

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<p>THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1 . . . 9-1-2009</p> <p>NO. 2 . . . 9-10-2009</p> <p>NO. 3 . . . 9-18-2009</p> <p>NO. 4 . . . 9-21-2009</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF TH 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</p>						

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INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

Howard H. Harper... SIGNATURE
Triple H Construction Co. COMPANY
September 28, 2009 DATE

REV. 11/96

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: *Triple H Construction Co.*
 CONTRACTORS LICENSE NO. *WV 000949*

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF

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PROPERTY

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BID OPENING DATE: 08/13/2009 09/17/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 EFFECT.</p> <p>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.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Howard H. Harper* TELEPHONE: 304-636-1194 DATE: Sept 28, 2009
 TITLE: Owner FAX: 304-558-2970 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

Request for Quotation

RFQ NUMBER
DNR210008

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

SHIP TO

DIVISION OF NATURAL RESOURCES
 CANAAN VALLEY RESORT
 ATTN: PARK SUPERINTENDENT
 ROUTE 1, BOX 320
 DAVIS, WV
 26260 866-4111

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
08/13/2009				

BID OPENING DATE: 09/17/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: 44 REQ. NO.: DNR210008 BID OPENING DATE: 09/17/2009 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>304-636-3680</u> PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Howard H. Harper</u> ***** THIS IS THE END OF RFQ DNR210008 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Howard H. Harper TELEPHONE: 304-636-1194 DATE: Sept 28, 2009
 TITLE: DUMBR FEIN: 55-0482970 ADDRESS CHANGES TO BE NOTED ABOVE

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

Canaan Valley State Park, Golf Course Drainage Improvements
DIVISION OF NATURAL RESOURCES **INFORMATION FOR BIDDERS-1**

INFORMATION FOR BIDDERS

1. **Examination of Contract Documents and Site**

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated.

The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

2. **Addenda and Interpretations**

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, West Virginia, 25305 and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than ten (10) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3. **Substitutions**

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received at least twenty one (21) days prior to the date fixed for the opening of bids.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufactures, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation shall include the following as well as other information:

Canaan Valley State Park, Golf Course Drainage Improvements
DIVISION OF NATURAL RESOURCES **INFORMATION FOR BIDDERS-3**

the signer has sufficient power to bind the corporation to the bid.

Sufficient evidence that the person signing the bid has the power to bind the offering company should be received by the Purchasing Division prior to the issuance of a contract.

Canaan Valley State Park, Golf Course Drainage Improvements
 DIVISION OF NATURAL RESOURCES FORM OF PROPOSAL-1

Name of Bidder:

Triple H. Construction Co.
 Howard Harper

Address of Bidder:

P.O. Box 176
 Dodson Run Rd
 Beverly WV 26253

Phone Number of Bidder:

304-636-1194

WV Contractors License No.

000949

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.

426,475.00

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

Four Hundred Twenty Six Thousand
 Four Hundred Seventy Five Dollars
 and no cents.

Canaan Valley State Park, Golf Course Drainage Improvements
DIVISION OF NATURAL RESOURCES FORM OF PROPOSAL-2

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 120 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.

Canaan Valley State Park, Golf Course Drainage Improvements
 DIVISION OF NATURAL RESOURCES FORM OF PROPOSAL-3

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
#1	9-1-2009
#2	9-10-2009
#3	9-18-2009
#4	9-21-2009

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

Respectfully submitted:

Date:

September 28, 2009

WV Vendor
 Registration Number:

WV-000949

By: (signature in ink)

Howard H Harper

Title:

OWNER

Firm Name:

Triple H Construction Company

Firm Address:

PO Box 176
 Dodson Run Rd
 Beverly WV 26253

CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
BASE BID
LINES "A", "B" & "C"

LINE "A"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	12" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	455 L.F.	\$ <u>25⁰⁰</u>	\$ <u>11,375⁰⁰</u>
2.	12" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	589 L.F.	\$ <u>25⁰⁰</u>	\$ <u>14,725⁰⁰</u>
3.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	1089 L.F.	\$ <u>21⁰⁰</u>	\$ <u>22,869⁰⁰</u>
4.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	5121 L.F.	\$ <u>20⁰⁰</u>	\$ <u>102,420⁰⁰</u>
5.	24" Drain Basin, including furnishing, excavation, installation and backfill	4 Each	\$ <u>1000⁰⁰</u>	\$ <u>4000⁰⁰</u>
6.	15" In Line Drain including furnishing, excavation, installation and backfill	6 Each	\$ <u>1000⁰⁰</u>	\$ <u>6000⁰⁰</u>

TOTAL LINE "A" BID IN NUMBERS (ITEM 1-6) \$ 161,389.00

TOTAL LINE "A" BID IN WORDS (ITEMS 1-6)

One Hundred Sixty One Thousand Three Hundred Eighty Nine DOLLARS
70 CENTS

CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
BASE BID
LINES "A", "B" & "C"

LINE "B"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	12" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	265 L.F.	\$ <u>25⁰⁰</u>	\$ <u>6,625⁰⁰</u>
2.	12" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	310 L.F.	\$ <u>25⁰⁰</u>	\$ <u>7,750⁰⁰</u>
3.	8" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	375 L.F.	\$ <u>22⁰⁰</u>	\$ <u>8,250⁰⁰</u>
4.	8" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	430 L.F.	\$ <u>22⁰⁰</u>	\$ <u>9,460⁰⁰</u>
5.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	228 L.F.	\$ <u>21⁰⁰</u>	\$ <u>4,788⁰⁰</u>
6.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	3920 L.F.	\$ <u>20⁰⁰</u>	\$ <u>78,400⁰⁰</u>
7.	24" Drain Basin, including furnishing, excavation, installation and backfill	5 Each	\$ <u>1000⁰⁰</u>	\$ <u>5000⁰⁰</u>
8.	15" In Line Drain including furnishing, excavation, installation and backfill	1 Each	\$ <u>1000⁰⁰</u>	\$ <u>1000⁰⁰</u>

CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
BASE BID
LINES "A", "B" & "C"

LINE "B"

TOTAL LINE "B" BID IN NUMBERS (ITEM 1-8) \$ 121,273.00

TOTAL LINE "B" BID IN WORDS (ITEMS 1-8)
One Hundred Twenty One Thousand Two Hundred ^{Seventy Three} DOLLARS
No CENTS

**CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
BASE BID
LINES "A", "B" & "C"**

LINE "C"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	12" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	427 L.F.	\$ <u>25⁰⁰</u>	\$ <u>10,675⁰⁰</u>
2.	10" Solid HDPE pipe, including furnishing, trenching, bedding, laying, backfill	286 L.F.	\$ <u>23⁵⁰</u>	\$ <u>6,721⁰⁰</u>
3.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	437 L.F.	\$ <u>21⁰⁰</u>	\$ <u>9,177⁰⁰</u>
4.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	5662 L.F.	\$ <u>20⁰⁰</u>	\$ <u>113,240⁰⁰</u>
5.	24" Drain Basin, including furnishing, excavation, installation and backfill	4 Each	\$ <u>1000⁰⁰</u>	\$ <u>4,000⁰⁰</u>

TOTAL LINE "C" BID IN NUMBERS (ITEM 1-5) \$ 143,813.00

TOTAL LINE "C" BID IN WORDS (ITEMS 1-5)

One Hundred Forty Three Thousand Eight Hundred Thirty DOLLARS

no CENTS

TOTAL BASE BID, LINES "A", "B", & "C" IN NUMBERS \$ 426,475.00

TOTAL BASE BID, LINES "A", "B", & "C" IN WORDS

Four Hundred Twenty Six Thousand Four Hundred Seventy Five DOLLARS

NO CENTS

CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
ADDITIVE ALTERNATIVE NO. 1

LINE "D"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	8" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	429 L.F.	\$ <u>25.00</u>	\$ <u>10,725⁰⁰</u>
2.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	751 L.F.	\$ <u>19.00</u>	\$ <u>14,269⁰⁰</u>
3.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	2900 L.F.	\$ <u>16.00</u>	\$ <u>46,400⁰⁰</u>

TOTAL ADDITIVE ALTERNATIVE NO. 1

TOTAL LINE "D" BID IN NUMBERS (ITEM 1-3) \$ 71,394.00

TOTAL LINE "D" BID IN WORDS (ITEMS 1-3)

Seventy One Thousand Three Hundred Ninety Four DOLLARS

no CENTS

**CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
ADDITIVE ALTERNATIVE NO. 2**

LINE "E"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	6" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	915 L.F.	\$ <u>13.00</u>	\$ <u>11,895⁰⁰</u>
2.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	3928 L.F.	\$ <u>8.50</u>	\$ <u>33,388⁰⁰</u>

TOTAL ADDITIVE ALTERNATIVE NO. 2

TOTAL LINE "E" BID IN NUMBERS (ITEM 1-2) \$ 45,283.00

TOTAL LINE "E" BID IN WORDS (ITEMS 1-2)

Forty Five Thousand Two Hundred Eighty Three DOLLARS

NO CENTS

**CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
ADDITIVE ALTERNATIVE NO. 3**

LINES "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", "Q", "R" & "S"

ITEM NO.	DESCRIPTION	ESTMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	8408 L.F.	\$ <u>8.50</u>	\$ <u>71,468.00</u>

TOTAL ADDITIVE ALTERNATIVE NO. 3

TOTAL LINES "F" THROUGH "S" BID IN NUMBERS (ITEM 1)

\$ 71,468.00

TOTAL LINES "F" THROUGH "S" BID IN WORDS (ITEMS 1)

Seventy One Thousand Four Hundred Sixty Eight DOLLARS

no CENTS

CANAAN VALLEY RESORT STATE PARK
GOLF COURSE DRAINAGE IMPROVEMENTS
BID SCHEDULE
ADDITIVE ALTERNATIVE NO. 4

LINES "T", "U", "V", & "W"

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITIES (Units)	UNIT PRICE	TOTAL AMOUNT
1.	4" Perforated HDPE pipe, including furnishing, trenching, bedding, laying, backfill	4104 L.F.	\$ <u>8.50</u>	\$ <u>34,884.00</u>

TOTAL ADDITIVE ALTERNATIVE NO. 4

TOTAL LINES "T" THROUGH "W" BID IN NUMBERS (ITEM 1)

\$ 34,884.00

TOTAL LINES "T" THROUGH "W" BID IN WORDS (ITEMS 1)

Thirty Four Thousand Eight Hundred Eighty Four DOLLARS
no CENTS

BID BOND Howard H. Harper dba

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned Triple H Construction Co.
of # 1 Dodson Run Rd. Beverly, WV 26253, as Principal, and Southwest Marine and
Company of 7512 Slate Ridge Blvd. Reynoldsburg, OH, a corporation organized and existing under the laws of the State of Arizona
NO/100 with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Twenty Seven Thousand Five Hundred and (\$ 27,500.00) 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
Drainage Improvements to Canaan Valley SP Golf Course

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
17th day of September, 20 09.

Principal Corporate Seal

Howard H. Harper dba
Triple H Construction Co.

(Name of Principal)

By Howard H Harper
(Must be President or
Vice President)

Owner
Southwest (Title)

Surety Corporate Seal

Marine and General Insurance Company
(Name of Surety)

ACW

Attorney-in-Fact

Andrew C. Heaner

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.

SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY

919 Third Avenue
10th Floor
New York, New York 10022

GENERAL POWER OF ATTORNEY

Know all men by these presents, that the SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY has made, constituted and appointed, and by these presents does make, constitute and appoint Donald J. Kersey, Birmingham, Alabama, Diane M. Bailey, Phoenix, Arizona, Stefan E. Tauger, Parker, Colorado, Andrew C. Heaner, Atlanta, Georgia, Richard L. Shanahan, Atlanta, Georgia, Lloyd Randall Deal, Kennesaw, Georgia, Arthur S. Johnson, Atlanta, Georgia, Donald H. Gibbs, Atlanta, Georgia, Jessica I. Boone, Locust Grove, Georgia, Martha G. Ross, Charlotte, North Carolina, Jeffery L. Booth, Parma, Ohio, James E. Feldner, West Lake, Ohio, David R. Brett, Columbia, South Carolina, Cheryl L. Torrao, Canton, Georgia, Garry W. Black, Murfreesboro, Tennessee, and Diane L. McLain, Fitchburg, Wisconsin EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (One Million Dollars).


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY on the 19th day of December, 2006:


RESOLVED, that the Chairman and Chief Executive Officer or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY bonds, undertakings and all contracts of suretyship; and, that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY has caused its official seal to be hereto affixed, and these presents to be signed by its Vice President and attested by its Secretary this 20th day of June, 2008.

Attest: SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY

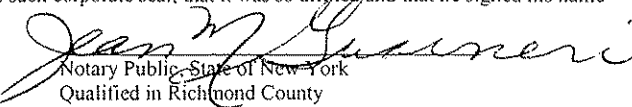
By: 
Thomas J. Iacopelli, Vice President

By: 
Paul J. Hart, Secretary

STATE OF NEW YORK
SS:
COUNTY OF NEW YORK

On this 20th day of June, 2008, before me personally came Thomas J. Iacopelli to me known, who being by me duly sworn, did depose and say that he resides in the Westchester County, State of New York, at 75 Taxter Road, Irvington, New York 10533, that he is the Vice President of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed, and that he signed his name thereto pursuant to due authorization.


STATE OF NEW YORK
SS: **JEAN M. GUARNERI**
Notary Public, State of New York
No. 01GU6066639
COUNTY OF NEW YORK
Qualified in Richmond County
Commission Expires November 19, 2009


Notary Public, State of New York
Qualified in Richmond County
Commission Expires 2009

I, the undersigned, the Secretary of SOUTHWEST MARINE AND GENERAL INSURANCE COMPANY, an Arizona Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of New York, Dated the 17th day September, 2009.

Number 14640


Paul J. Hart, Secretary

Southwest Marine And General Insurance Company
 NAIC Company Code (12294)
 NAIC Group Code (0256)

Statutory Financial Statement


As of December 31, 2008

Assets		Liabilities	
Bonds	\$ 23,963,802	Reserve for losses and loss Expenses	\$ 8,672,928
Stocks	-	Reserve for Unearned Premiums	6,003,973
Cash and Short Term investments	2,866,301	Reserve for Expenses, Taxes, Licenses and Fees	94,827
Agents Balances or Uncollected with Reinsured Companies	5,167,636	Other Liabilities	420,296
Funds Held by or Deposited with Reinsured Companies	8,923,122	Total Liabilities	<u>\$ 15,192,024</u>
Other assets	894,200	Policyholders' Surplus	
		Capital Stock	27,000,000
		Surplus	(586,963)
		Total Policyholders' Surplus	<u>\$ 26,413,037</u>
Total Assets	<u>\$ 41,605,061</u>	Total Liabilities and Policyholders' Surplus	<u>\$ 41,605,061</u>


Bonds and stocks are valued in accordance with the basis adopted by the National Association of Insurance Commissioners (NAIC)

Certificate

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively.



 President

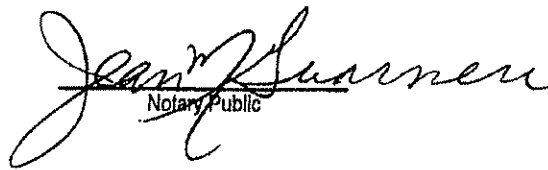


 Treasurer

State of New York
 County of New York

On the 21st day of April, 2009, before me came the above named officers of the Southwest Marine And General Insurance Company to me personally known to be the individuals and officers described herein, and acknowledge that they executed the foregoing instrument and affixed the seal of said company thereto by authority of their office.

JEAN M. GUARNERI
 Notary Public, State of New York
 No. 01GU6068639
 Qualified in Richmond County
 Commission Expires November 19, 20 09



 Notary Public



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

STATE OF West Virginia
COUNTY OF Randolph, TO-WIT:

I, Howard H. Harper, after being first duly sworn, depose and state as follows:

1. I am an employee of Triple H. Construction Co.; and,
(Company Name)
2. I do hereby attest that Triple H. Construction Co.
(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.

Triple H. Construction Co.
(Company Name)

By: Howard H. Harper

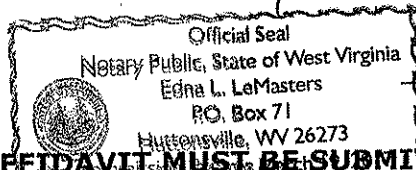
Title: DUPER

Date: _____

Taken, subscribed and sworn to before me this 28th day of September 2009

By Commission expires March 19, 2017

(Seal)



Edna L. LeMasters
(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.

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: Irish W. Construction Company
Authorized Signature: Howard H. Harper Date: Sept 28, 2009