

FORM OF PROPOSAL

**Pipestem Resort State Park
McKeever Lodge and Mt. Creek Lodge Roof Replacement Project
Summers County, West Virginia**

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Name of Bidder:

Tecta America Carolinas LLC.

Address of Bidder:

13615 E. Independence Blvd.
Indian Trail, NC. 28079

Phone Number of Bidder:

(704) 882-1200

WV Contractors License No.

WV039408

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.

\$ 942,830.00

Written in numbers.

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

Nine Hundred Forty Two Thousand Eight Hundred Thirty Dollars and Zero Cents.

Written in words.

RECEIVED

2010 JUL -8 A 9:31

**PLANNING DIVISION
STATE OF WV**

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In addition to the base bid amount indicated previously, the Bidder shall provide a unit price for replacement of 4 inch T&G, (3 1/2 inch nominal thickness), wooden roof decking as approved and directed by the Owners' Engineer. This unit price will be used to evaluate the bids as it reflects the total cost that the owner may ultimately have to pay as there is likely to be damaged roof decking present on the project. The quantity listed in the unit price provided below will be the basis for evaluating bids. Actual quantities may be significantly lower or higher. The contractor will be paid via a change order for the agreed upon quantity at this unit price.

Unit Price:

Provide a unit price to remove and replace 1000 sqft of wooden roof decking as described in the bidding documents.

\$ 12,000

Written in **numbers**.

Unit Price:

Provide a unit price to remove and replace 1000 sqft of wooden roof decking as described in the bidding documents.

Twelve Thousand Dollars and Zero Cents.

Written in **words**.

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 90 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 \$300 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

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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 A201-2007 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.

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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
1	6/22/10
2	6/28/10

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

Respectfully submitted:

Date:

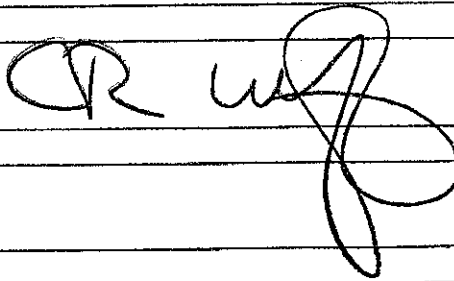
7/7/2010

WV Vendor
Registration Number:

1010-3625

By: (signature in ink)

C.R. Winecoff



Title:

President

Firm Name:

Tecta America Carolinas LLC.

Firm Address:

13615 E. Independence Blvd.
Indian Trail, NC. 28079.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Tecta America Carolinas, LLC
of 13615 E. Independent Blvd., Indian Trails, NC 28079, as Principal, and Safeco Insurance Company of America
of 1001 Forth Avenue, Seattle, WA, a corporation organized and existing under the laws of the State of Washington
with its principal office in the City of Seattle, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent Greatest Amount Bid (\$ 5% GAB) 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
Pipestem State Park McKeever and Mountain Creek Lodges - DNR 210227

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
25th day of June, 2010.

Principal Corporate Seal

Tecta America Carolinas, LLC
(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

Safeco Insurance Company of America
(Name of Surety)

Keicha Ann Smith
Attorney-in-Fact
Keicha Ann Smith, 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

No. 12665

KNOW ALL BY THESE PRESENTS:

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

*****R. F. BOBO; JON DOUGLAS BURNHAM; SHONA D. HOLMES; ANGELA P. HYLE; TIMOTHY F. KELLY; JOHN A. MARTINEZ; FLORENCE MCCLELLAN; KEICHA ANN SMITH; Houston, Texas*****

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

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

this 28th day of May 2009

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

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

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

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

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

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

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

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

this 25th day of June 2010



Dexter R. Legg

Dexter R. Legg, Secretary