

Stonewall Jackson Resort State Park
Pedestrian Bridge
DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL - 1

Name of Bidder

Empire Construction Co.

Address of Bidder

Rt 2 Box 417-D
Bluefield WV
24701

Phone Number of Bidder:

304 960-0283

WV Contractors License No.

WV 044030

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

871 ft of 10' wide pedestrian bridge with 42" picket railing as detailed on the attached E.L. Robinson Engineering plans.

The bidder shall provide a lump sum price for this work.

Additive Alternate No. 1

In lieu of the 42" picket railing on the pedestrian bridge provide an alternate price for 42" railing with 2" black vinyl coated wire mesh fabric placed below the top railing with supporting structural railing members to the bridge deck. The constructed live load for this railing is 50 pounds per linear foot, both transversely and vertically, acting simultaneously. In addition, each rail will be constructed for a concentrated load of 200 pounds, which shall act simultaneously with above loads at any point and in any direction at the top of each rail.

The bidder shall provide a lump sum price for this work.

Additive Alternate No. 2

In lieu of the 42" picket railing on the pedestrian bridge provide an alternate price for a 42" railing with plastic coated steel cables running horizontally between supporting structural members at 4" intervals to the bridge deck. The constructed live load for this railing is 50 pounds per linear foot, both transversely and vertically, acting simultaneously. In addition, each rail will be constructed for a concentrated load of 200 pounds, which shall act simultaneously with above loads at any point and in any direction at the top of each rail.

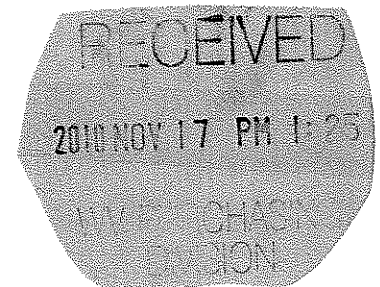
The bidder shall provide a lump sum price for this work.

Additive Alternate No. 3

Two - 8' X 30' fishing platforms, as located on the plans prepared by EDSA.

The bidder shall provide a lump sum price for this work.

FP-1



Stonewall Jackson Resort State Park
Pedestrian Bridge
DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL - 7

Respectfully submitted:

Date:

11-17-10

WV Vendor
Registration Number:

By: (signature in ink)



Title:

owner

Firm Name:

Empire Construction Co.

Firm Address:

Rt 2 Box 417-D

Bluefield WV 24701

Section D: ASSURANCE REQUIREMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY FOR VENDORS, SUPPLIERS AND CONTRACTORS ENGAGED IN COMMERCIAL TRANSACTIONS WITH THE PROJECT SPONSOR.

Any firm desiring to avail itself of the benefits of engaging in commercial transactions with the Project Sponsor hereby agrees to:

- (1) give assurances that all employment and personnel practices will be conducted without regard to race, color, sex, creed or national origin.
- (2) include in all recruitment advertisement the following wording: "An Equal Opportunity Employer".

Section E: COMPLETION DATE (OPTIONAL -- It is recommended that this statement or a similar statement be included in the Contractor Certifications, however, it is not required.)

Construction under the above proposal and calculation of working time will begin no later than 15 calendar days after notice to proceed, and will be completed by date of ninety days from start.

It is agreed that time is of the essence for this contract, and that I(we) will, in the event of my(our) failure to complete the contract within the time limited named, reimburse the Project Sponsor an amount to be determined by the said Project Sponsor as sufficient to cover fully any additional demonstrable costs incurred by the Project Sponsor because of such failure, including extra engineering costs, unless covered by a Liquidated Damage Clause for this project.

Section F: CERTIFICATE OF COMPLIANCE INVOLVING THE SUPPLYING OF ALUMINUM, GLASS, STEEL OR IRON PRODUCTS

We have complied and shall continue to comply with the provisions of Chapter 5, Article 19, of the Official West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications, involving Domestic Aluminum, Glass, and Iron in Public Works Projects. We have also complied and shall continue to comply with the provisions of Chapter 5A, Article 3, Section 56 of the West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications, involving *Domestic Steel Products in State Supported Projects.*

Section G: BLANK

Section H: WEST VIRGINIA CONTRACTOR LICENSING ACT CHAPTER 21 ARTICLE 11 CODE OF WEST VIRGINIA¹ LICENSE NUMBER WV 044030

¹ Refer to Specification 102.6

NOTICE TO CONTRACTORS

PLEASE READ AND COMPLETE SECTIONS A THROUGH K. THIS DOCUMENT MUST BE EXECUTED BY CONTRACTOR FOR ACCEPTANCE OF THIS PROPOSAL. SIGNATURE ON PAGE 5 REPRESENTS CONTRACTOR'S UNDERSTANDING AND INTENTION TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THIS PROPOSAL.

STATE OF West Virginia
COUNTY OF Lewis, To-Wit:
I, Empire Construction Co.
(Name of Company)
the contractor , subcontractor _____, supplier _____
on Project No(s). DNR 211034
in Lewis County(s), West Virginia,
by Chris Pierce Title: CEO
(Name of Authorized Representative)

being duly sworn do depose, say and certify that:

Section A: FREE COMPETITIVE BIDDING AFFIDAVIT

That said person, firm, Association or Corporation, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid or contract.

Section B: CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS (FEDERAL AID ONLY)

That said person, firm, Association or Corporation has _____, has not , participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that said person, firm, Association or Corporation has _____, has not , filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

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.

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 |
|--------------|----------|
| NO. 1 | 9/28/10 |
| NO. 2 | 10/26/10 |
| | |

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

11-17-2010 10:54AM FROM:ACSTAR

660-220-1111

T-343 P 001/002 F-369

ACSTAR Insurance Company

233 Main Street - P.O. Box 2350 - New Britain, CT 06050-2350 - Phone: (860) 224-2000 - Fax: (860) 229-1111

November 17, 2010

(336) 294-0886

GLORIA L. MONTGOMERY
GREENPOINT INSURANCE GROUP
711 GALLMORE DAIRY ROAD
SUITE 200
HIGH POINT, NC 27265-

RE: **EMPIRE CONSTRUCTION CO**
BLUEFIELD, WV
CONSTRUCT PEDESTRIAN BRIDGE AT STONE WALL JACKSON RESORT STATE PARK
LEWIS COUNTY, WV
CONTRACT AND BOND AMOUNT \$ 429,450

Thank you for your letter of November 16, 2010 with underwriting information pertaining to the above captioned account.

Our offer is subject to our receipt, review and approval of the contract documents.

Our offer is subject to utilizing ACSTAR Insurance Company's Combined Payment and Performance Bond form. If a special bond form is required, we may require changes or we may alter our terms or we may reject the bond and withdraw our offer.

Because the financial statement is internally prepared without supporting documentation, we are requesting some collateral and funds administration.

We are pleased to offer the following terms and conditions:

1. Contract and bond amount not to exceed \$ 429,450
2. The Premium rate for the bond will be charged at 2.5% which is to be paid to ACSTAR prior to bond issuance. The premium rate will be charged on the final contract amount. ACSTAR's minimum bond premium is \$500. Premium is fully earned and no credit for underruns. A service charge of \$75 will be payable for each bid bond required.
3. Personal indemnification to be provided by Chris J. and Bobbi Jo Pierce.
4. Corporate indemnification to be provided by EMPIRE CONSTRUCTION CO and all subsidiaries and affiliates.
5. Funds administration to be implemented by ACSTAR Insurance Company. The Funds Administration Agreement must be signed by the Principal and Oblige and returned to ACSTAR along with the .75% funds administration fee prior to the execution of the bond.
6. Collateral in the form of cash or an irrevocable evergreen letter of credit only, will be required in the amount of 25% of each bid and final bond issued. Letters of credit are to be provided from U.S. banks with Individual Rating of 'C' or better or Overall Rating of 2.5 or better by FitchRatings; however, if the total of all letters of credit issued by any bank(s) for this account exceeds \$1,000,000, then the bank(s) must be rated 'B' or better or '2' or better by FitchRatings. In the event that the bank(s) rating(s) falls below these requirements while any bond(s) issued by ACSTAR remain open, then ACSTAR may in its discretion immediately draw upon any such letter(s) of credit. All letters of credit must be issued on ACSTAR's irrevocable evergreen form. Cash collateral must be in the form of a certified or bank check and be accompanied by our Security Agreement. Collateral is not bond specific, but will be used for any and all liability under any bonds.

Received Time Nov. 17. 9:37AM

11-17-2010 10:54AM FROM-ACSTAR

880-228-1111

T-343 P.002/002 F-358

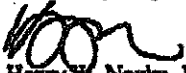
Collateral held on contract bonds will be retained for at least 90 days from the obligee's date of acceptance as indicated on signed status report stating final completion and acceptance. Collateral for miscellaneous bonds will be held for a period of time extending beyond the effective date of termination or cancellation of the bond, but not less than six months, until ACSTAR, in its sole discretion, has determined that its liability is sufficiently diminished. If any statute applicable to the bond extends ACSTAR's liability for a longer period than stated herein, then ACSTAR reserves the right to retain the collateral until the time under the statute has elapsed. Cash collateral will be returned by company check.

7. Operating area is to be limited to West Virginia.
8. Bonding will be available for construction of pedestrian bridge.
9. Subject to ACSTAR's review and acceptance of the bond form, underlying contract, including the general and supplemental conditions, and bid results.

Properly executed Indemnity Agreement, collateral, premium and any requested underwriting information must be received by ACSTAR prior to the execution of any bonds. An ACSTAR Bond Request Form must be completed and submitted for each bond requested. Most forms are available on our website www.acstarins.com.

The above is only a conditional offer and is subject to change or rescission based upon a multitude of considerations such as financial strength of principal, evaluation of performance on contracts in progress, changes in underwriting policies of ACSTAR and many other conditions. This is not and should not be considered any right for a principal to receive a series of bonds even if just a portion of the conditional aggregate line has been used. Our offer is 'project-specific' and is subject to approval of each and every individual bond request. ACSTAR reserves the right to change or cancel these terms and conditions at any time without notice. We hope they will accommodate your client, and we look forward to working with you on this account.

Yours very truly,



Henry W. Nozko, Jr. - President

Received Time Nov. 17. 9:37AM

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

\$ 429,450.00

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

Four hundred twenty nine thousand, four hundred fifty

Additive Alternate No. 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

0

Additive Alternate No. 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

Zero

Additive Alternate No. 2: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 78,390

Additive Alternate No. 2: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

Seventy eight thousand three hundred ninety

Additive Alternate No. 3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 20,400.00

Additive Alternate No. 3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

Twenty thousand four hundred

Unit Price No. 1: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 425.00 LF

Unit Price No. 1: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

four hundred twenty five

Unit Price No. 2: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 3985.00 Each

Unit Price No. 2: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

Three thousand nine hundred eighty five

Unit Price No. 3: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 2,562 each

Unit Price No. 3: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

Two thousand five hundred sixty two

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 completed within 150 consecutive calendar days for 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 \$250 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 estimate 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 an 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.

Referenced Construction Project No.1:

Owner: City of Silverhill AL
Contact and Phone Number: John Jenks 251 934-9594 ext 107
Project Name and Completion Date: Sidewalk Improvements 8-10-2010
Project Description/Construction Method: 245 LF 8' wide Bridge/HR
Top Down Construction

Referenced Construction Project No.2:

Owner: City of Pear tree
Contact and Phone Number: Mark Casper 270 487-5123
Project Name and Completion Date: Flat Creek - 1/2010
Project Description/Construction Method: 480 LF of 13' wide Bridge/HR
Top Down Construction

Referenced Construction Project No.3:

Owner: Village Wellington FL
Contact and Phone Number: Joe Whalen 777 204 5076
Project Name and Completion Date: section 24 improvement 2-10
Project Description/Construction Method: 1610 LF of 8' man Bridge W/HR
Top Down Construction

Referenced Construction Project No.4:

Owner: INDIAN River County FL
Contact and Phone Number: Tim Rose 772 561-7800
Project Name and Completion Date: Spoonbill Marsh - 1-09
Project Description/Construction Method: 2806 LF of 6' wide Bridge/HR
Top Down Construction

Referenced Construction Project No.5:

Owner: City of LowDowd, AL
Contact and Phone Number: Miles Lett - 334 821-1390
Project Name and Completion Date: sidewalk improvements 4-10
Project Description/Construction Method: 265 LF of 6' wide Bridge/HR
Top Down Construction

Section J: ADDENDA (Project Sponsor to include this statement if addendums exist.)

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to the contractor's proposal, plans and/or specifications, or other applicable documents and have considered the addendum(s) in the calculation of my bid.

ADDENDUM NUMBERS: 1 2 3 4 5 . I further acknowledge that failure to confirm receipt of the addendum(s) will cause my proposal to be rejected.

Section K: IF AN INDIVIDUAL, SIGN BELOW:

Chris R. [Signature]
(Name)

Rt 2 Box 417-D Blfd WV
(Street and Post Office Address)

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME SIGN BELOW:

Empire Construction Co.
(Trade Name)

Rt 2 Box 417-D Blfd 24701
(Street and Post Office Address)

Sole Owner By [Signature]

IF A PARTNERSHIP, SIGN BELOW:

(Name of Partnership)

(Street and Post Office Address)

By _____
(Authorized Partner)

(Street and Post Office Address)

IF A JOINT BID, SIGN BELOW:

(Name of Corporation)

(Name of Corporation)

Incorporated under the laws of the State of _____

Incorporated under the laws of the State of _____

By _____

By _____

(Title of Officer)

(Title of Officer)

(Street and Post Office Address)

(Street and Post Office Address)

IF A CORPORATION, SIGN BELOW:

(Name of Corporation)

Incorporated under the laws of the State of _____

By _____

(Street and Post Office Address)

(Title of Officer Signing)

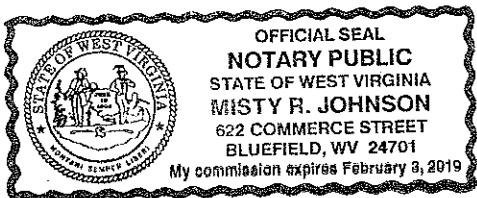
ACKNOWLEDGMENT, MUST BE NOTARIZED:

Taken, subscribed and sworn to before me this 17th day of November, 2010.

My Commission Expires Feb 3, 2019

Notary Seal is required

Misty R. Johnson
Notary Public



August 12, 2008

CONTRACTOR CERTIFICATIONSSTATE PROJECT DNR 21 1034FEDERAL PROJECT DNR 21 1034

FOR

BIDDING REQUIREMENTS AND CONDITIONS**CONTRACTOR'S DRUG-FREE WORKPLACE POLICY**

Each Contractor submitting a bid must include with the bid, on a form provided by the Project Sponsor, an affidavit that the Contractor implements and maintains a written drug-free workplace policy which meets the requirements of Article 1D, Chapter 21 of the Official Code of West Virginia, as amended. The successful bidder must submit a copy of its drug-free workplace policy within ten (10) days following the letting and prior to the awarding of the contract. Any successful bidder who fails to submit the policy within the specified time limit will risk forfeiture of his/her proposal guaranty bond.

The successful bidder must also insure that its subcontractors implement and maintain a written drug-free workplace policy complying with Article 1D, a copy of which must be submitted to the Project Sponsor by the Contractor prior to the start of the subcontract work. The contract may be terminated if the Contractor:

- Fails to implement its policy;
- Fails to provide information regarding implementation of the policy at the request of the Project Sponsor; or,
- Provides to the Project Sponsor false information regarding the policy.

A clearly legible copy of the written drug-free workplace policy must be kept posted in a prominent and easily accessible place at the project site by each contractor subject to the provisions of Article 1D.

Every contractor shall keep an accurate record showing the names, occupation and safety-sensitive status of all employees, in connection with the construction on the project, and showing any drug tests or alcohol tests performed and employee education and supervisor training received, which record shall be open at all reasonable hours for inspection by the Project Sponsor. The Contractor must preserve these records for three years after completion and acceptance of the project.

All drug testing information specifically related to individual employees is confidential and should be treated as such by anyone authorized to review or compile program records.

Section I: DRUG AND ALCOHOL FREE WORKPLACE



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

STATE OF WEST VIRGINIA,

COUNTY OF mercier, TO-WIT:

I, Chris Pierce, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Empire Construction and,
(Company Name)
- 2. I do hereby attest that Empire Construction
(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.

Empire Construction
(Company Name)

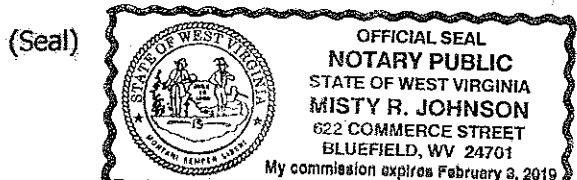
By: Chris Pierce

Title: CEO

Date: 11-17-10

Taken, subscribed and sworn to before me this 17th day of November 2010

My Commission expires Feb 3, 2019



Misty R. Johnson
(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.