



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

# Request for Quotation

HFO NUMBER  
**DNR211116**

PAGE  
**1**

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

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**  
 Southern Air Inc  
 #13 Mercer Plaza  
 Mercer Mall Road  
 Bluefield WV 24701

SHIP TO

**DIVISION OF NATURAL RESOURCES  
 PARKS & RECREATION SECTION**  
**324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/27/2011				

BID OPENING DATE: **03/08/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
<p><b>GENERAL CONSTRUCTION</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE RENOVATION OF THE EXISTING ELECTRICAL SERVICE TO THE SWIMMING POOL, NEW BATHHOUSE, AND LIFT STATION AT BLUESTONE STATE PARK IN SUMMERS COUNTY, WEST VIRGINIA.</p> <p><b>MANDATORY PRE-BID</b>            A MANDATORY PRE-BID WILL BE HELD ON 02/08/2011 AT AT 1:30 PM, AT THE BLUESTONE STATE PARK OFFICE. 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 INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						

RECEIVED

2011 MAR -8 A 8:22

PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jeffrey Justice</i>	TELEPHONE 304-324-4272	DATE 3/7/11
TITLE Project Manager	FEIN 54-0604377	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125-fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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<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 WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115 DEADLINE FOR TECHNICAL QUESTIONS IS 02/11/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>THE BIDDING DOCUMENTS CONSIST OF THE REQUEST FOR QUOTATION, PLANS AND SPECIFICATIONS.</p> <p>REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING:</p> <p>FRANK WHITTAKER, SENIOR BUYER          WEST VIRGINIA PURCHASING DIVISION          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305          TELEPHONE: 304-558-2316</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING:</p> <p>MILLER ENGINEERING, INC.          250 SCOTT AVENUE, SUITE 3          MORGANTOWN, WV 26508          TELEPHONE: 304-291-2234 EXT. 3</p> <p>THERE IS A NON-REFUNDABLE \$155.00 FEE FOR THE PLANS AND SPECIFICATIONS.</p>						

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<p><b>EXHIBIT 5</b></p> <p><b>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</b></p> <p><b>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</b></p> <p><b>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.</b></p> <p><b>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG RATES AS ESTABLISHED FOR SUMMERS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</b></p> <p><b>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST</b></p>						

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<p><b>REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</b></p> <p><b>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</b></p> <p><b>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</b></p> <p><b>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</b></p> <p><b>( ) 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.</b></p> <p><b>(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.</b></p> <p><b>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF</b></p>						

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VENDOR

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SUPPLIER

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<p>THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>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.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE</p>						

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<p>PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <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</p>						

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<p>BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <table border="0"> <tr> <td>NO. 1</td> <td>..</td> <td>2/20/11</td> <td>Yes</td> <td colspan="3"><i>Jeffrey Justice</i></td> </tr> <tr> <td>NO. 2</td> <td>.....</td> <td></td> <td></td> <td colspan="3"></td> </tr> <tr> <td>NO. 3</td> <td>.....</td> <td></td> <td></td> <td colspan="3"></td> </tr> <tr> <td>NO. 4</td> <td>.....</td> <td></td> <td></td> <td colspan="3"></td> </tr> <tr> <td>NO. 5</td> <td>.....</td> <td></td> <td></td> <td colspan="3"></td> </tr> </table> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE 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</p>							NO. 1	..	2/20/11	Yes	<i>Jeffrey Justice</i>			NO. 2	.....						NO. 3	.....						NO. 4	.....						NO. 5	.....					
NO. 1	..	2/20/11	Yes	<i>Jeffrey Justice</i>																																					
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01/27/2011				
BID OPENING DATE: 03/08/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Jeffrey Justice</i> ..... SIGNATURE          . Southern Air Inc ..... COMPANY          . 3/7/2011 ..... DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:          CONTRACTORS NAME: Southern Air Inc.....          CONTRACTORS LICENSE NO.: WY.001545.....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jeffrey Justice</i>	TELEPHONE 304-324-4272	DATE 3/7/11
TITLE Project Manager	FEB# 34-0604377	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

RFO NUMBER  
**DNR211116**

PAGE  
**9**

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

**RFQ COPY**

TYPE NAME/ADDRESS HERE

Southern Air Inc.  
 #13 Mercer Plaza  
 Mercer Mall Road  
 Bluefield WV 24701

DIVISION OF NATURAL RESOURCES  
 PARKS & RECREATION SECTION

324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.C.B.	FREIGHT TERMS
01/27/2011				

BID OPENING DATE: **03/08/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jeffrey Justice</i>	TELEPHONE 304-324-4272	DATE 3/7/11
TITLE Project Manager	FBN 34-0604377	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:  
**DNR211116**

PAGE:  
**10**

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

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

VENDOR

Southern Air Inc.  
 #13 Mercer Plaza  
 Mercer Mall Road  
 Bluefield WV 24701

SUBMIT TO

**DIVISION OF NATURAL RESOURCES  
 PARKS & RECREATION SECTION**

**324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
01/27/2011				

BID OPENING DATE: **03/08/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>REQ. NO.: DNR211116</p> <p>BID OPENING DATE: 03/08/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----304-324-4274-----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----Jeffrey Justice-----</p> <p>***** THIS IS THE END OF RFQ DNR211116 ***** TOTAL: <b>\$129,522.00</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Jeffrey Justice</i>	TELEPHONE 304-324-4272	DATE 3/7/11
TITLE Project Manager	FEIN 54-0604377	ADDRESS CHANGES TO BE NOTED ABOVE

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

Request for quotations may be obtained by contacting:

Frank Whittaker, Senior Buyer  
Finance and Administration, Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2316 Ext. 218

Plans and specifications may be obtained by contacting:

Miller Engineering, Inc.  
250 Scott Avenue, Suite 3  
Morgantown, WV 26508  
Telephone: 304-291-2234 Ext. 3

There is a non-refundable \$155 fee for plans and specifications. The fee includes shipping by USPS Priority Mail. Contact Miller Engineering at the above location to arrange payment. An additional fee may be required if a purchaser requests special shipping arrangements.

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, (herein called the Contractor) agrees that all work is to be complete within 30 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 A201-2007 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.



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  
**DNR211116**

PAGE  
**1**

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

VENDOR

**RFQ COPY**  
**TYPE NAME/ADDRESS HERE**

Southern Air Inc.  
 #13 Mercer Plaza  
 Mercer Mall Road  
 Bluefield WV 24701

SHIP TO

**DIVISION OF NATURAL RESOURCES**  
**PARKS & RECREATION SECTION**

**324 4TH AVENUE**  
**SOUTH CHARLESTON, WV**  
**25303-1228 304-558-3397**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
02/20/2011				

BID OPENING DATE: **03/08/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>ADDENDUM NO. 1</b>		
				<b>THIS ADDENDUM IS ISSUED TO PROVIDE THE FOLLOWING:</b>		
				<b>1) MANDATORY PRE-BID MEETING SIGN IN SHEET.</b>		
				<b>2) TECHNICAL QUESTIONS AND ANSWERS.</b>		
				<b>END ADDENDUM NO. 1</b>		
<b>0001</b>	<b>1</b>	<b>LS</b>		<b>968-42</b>		
				<b>GENERAL CONSTRUCTION</b>		
				<b>***** THIS IS THE END OF RFQ DNR211116 *****</b>		
				<b>TOTAL:</b>		<b>\$120,522<sup>00</sup></b>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Jeffrey Justice* TELEPHONE: 304-324-4272 DATE: 3/7/11

TITLE: Project Manager FEIN: 54-0604377 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
  5. Payment may only be made after the delivery and acceptance of goods or services.
  6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
  7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
  8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
  9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
  13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
  14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
  15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
  16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

**Bluestone State Park**  
**Swimming Pool Area Electrical Service Upgrade**

**DNR21116**

**Pre-Bid Meeting Summary**

**The prebid meeting was held at the Activities Building on February the 8<sup>th</sup>, 2011. The following attended the meeting:**

Brian D. Carney, PE (WVDNR)

Rob Angus (Miller Engineering)

Brett McMillion, Park Superintendant

Jason Brown, Assistant Superintendant

13 Contractors- See attached Sign In Sheet

**The following was noted:**

The meeting started at 1:30pm

Brian Carney went over the administrative requirements for the contract:

1. Mandatory Pre-Bid Meeting
2. 5% Bid Bond and 100% performance Bond Required.
3. For official interpretations of the Insurance and Bond Requirements contact the State Purchasing Division.
4. Bid due date as stated on the RFQ
5. Number of days for completion of the project, as stated in the Invitation to Bid, once Notice To Proceed has been issued.
6. All technical questions shall be submitted to WV Purchasing Division and answers will be issued as an addendum.
7. Plans and specifications may be purchased from Miller Engineering, Inc.

Rob Angus with Miller Engineering, Inc. went over the scope of work for the project.

After the meeting everyone had a chance to see the site of the project.

The meeting concluded around 3:00pm.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: DNR 21116

Date: 2/6/11

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name: WV DNR  
 Firm Address: Brian Carney  
 Representative Attending:  
 Phone Number:  
 Fax Number:  
 Email Address:

Firm Name: Miller Engineering, Inc.  
 Firm Address: 250 Slat Ave Suite #3  
Prospertown WV 26508  
 Representative Attending: Rob Angus  
 Phone Number: 201-2834 ext. 5  
 Fax Number:  
 Email Address: Angus@Millereng.net

Firm Name: EM ELECTRIC, LLC  
 Firm Address: PO BOX 8  
ROBERTS, WV 24930  
 Representative Attending: EAL S MORGAN  
 Phone Number: 304 661 0030  
 Fax Number: EM.ELECTRIC@FRONTIERA.COM  
 Email Address: 304 647 5062 x 51

Firm Name: Southern AM Inc.  
 Firm Address: #13 mercer Plaza  
mercer mall ROAD  
Bluefield WV 24701  
 Representative Attending: JEFF JUSTICE  
 Phone Number: 304-324-4272  
 Fax Number: 304-324-4274  
 Email Address: JEFF.JUSTICE@SOUTHERN-GIR.COM

Firm Name: The Summit Electric Group  
 Firm Address: Box 254  
HURRICANE, WV 25526  
 Representative Attending: David Vance  
 Phone Number: 304 502-7132  
 Fax Number: 304 502-7132  
 Email Address: Richie Milan O.Southland.net

Firm Name: Tom Peterson's Undertakers  
 Firm Address: P.O. Box 37  
HERONA WV  
24740  
 Representative Attending: WILLIAM G GAPS  
 Phone Number: 304 487-1266  
 Fax Number: 304 487-2176  
 Email Address: F.V.L.C@YALLO.COM



Brown Homes, LLC  
P.O. Box 64  
LASHMEET, WV 24733

Charlie Brown  
304-920-9104  
304-467-7674  
stumpjumper & cirlink.net

Blue Stone Electric  
P.O. Box 575 Beaver, WV 25813  
304-252-9102  
304-255-6240 FAX  
Kenneth Turner

PRE-BID CONFERENCE  
SIGN IN JEET

DNR211116

Request for Quotation Number:

Date:

2/8/11

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	Valley Rebuilders
Firm Address:	HL 38 Box 145 Lewisburg WV 24901
Representative Attending:	Earl Chan
Phone Number:	304-667-7392
Fax Number:	304-497-3451
Email Address:	

Firm Name:	EASTERN ELECTRIC
Firm Address:	P.O. Box 92 117 NERO WV 26679
Representative Attending:	Michael Haddon
Phone Number:	304-872-4868
Fax Number:	304-872-3634
Email Address:	mharlow@easternelectric.com

Firm Name:	Platons Electric
Firm Address:	P.O. Box 39 Scarbro WV 25917
Representative Attending:	Redney Patten
Phone Number:	304-465-0947
Fax Number:	304-465-0948
Email Address:	redney.patten@shentel.net

Firm Name:	M+L Electric
Firm Address:	316 Mercer St. Princeton W.V. 24740
Representative Attending:	Tom Keatley
Phone Number:	304-925-9026
Fax Number:	304-425-9020
Email Address:	TomK466@frontier.com

Firm Name:	City Electric
Firm Address:	1210 Pennsylvania Ave. Char. WV. 25302
Representative Attending:	Chad Stude
Phone Number:	304-345-6150
Fax Number:	304-345-6151
Email Address:	Cwhitlock@cityelectricwv.com

Firm Name:	Dankhill Construction
Firm Address:	9033 Midland Trail Glen Ferris, WV Ph. 304-632-1600 Fax 304-632-1501 Allen Jones cell 304-932-5744
Representative Attending:	Allen Jones
Phone Number:	304-932-5744
Fax Number:	
Email Address:	Called oj@hotmail.com

MAIN STREET BUILDERS, LLC  
PO BOX 309  
PRINCETON WV 24740

ADAM SARVER  
304-487-3912 PH  
304-425-2171 FAX  
asarver@msbwv.com

**Bluestone State Park**  
**Electrical Repairs for the Swimming Pool Area**  
**Questions and Answers**

**Question No. 1**

**Please provide the specification for the receptacle and Pedestal to be used at the campsites if applies.**

**Original prints pedestal # was not valid.**

**Answer No.1**

**No new pedestals to be installed**

**Question No. 2**

**Utility fees if any will be the responsibility of the owner is this correct?**

**Answer No. 2**

**That is correct**

**Question No. 3**

**Is there any information on the current underground utilities for location purposes?**

**Answer No. 3**

**All utility locations in the drawings for this project are approximate. It is the responsibility of the contractor to determine their actual locations.**

**Question No. 4**

**Is the cable feeding the existing pedestals going to be used?**

**Answer No. 4**

**The cable feeding pedestal No.2 will be removed and the pedestals will be re-fed using a hand-hole junction box between pedestals No. 4 and No. 5.**

**Question No. 5**

**Can the roadway be cut and patched or bored underneath?**

**Answer No. 5**

**The roadway shall be cut and patched with like materials.**

**Question No. 6**

Could a spec and manufacturing part be supplied for the following items:

1. transformers
2. burial splices
3. receptacle and pedestal, original prints pedestal # was not valid?

**Answer No. 6**

1. Transformers part number listed on plans (Eaton Contact # 304-610-0594)
2. Burial Splices—NEC Compliant Contractor to submit for approval.
3. No new pedestals in project.

**Question No. 7**

Print E100 has note at pedestal #7 about conduit and cable information how does this apply if pedestals and cable are not to be disturbed except at splice point near pedestal #5?

**Answer No. 7**

Disregard note at pedestal # 7 about conduit and cable information.

**Question No. 8**

Print E 100 has note pointing to existing cable between Pedestal #3 and #5 was meant to be shown as new feeders from DPLN3. or is there another reason for this listing?

**Answer No. 8**

The Feeder(s) from the lift station to the new hand hole location are new feeders to be in buried conduit according to NEC requirements.

**Question No. 9**

Print E 100 shows a new cable and conduit from pump house to new bath house from new bath house to sewage plant plus line not stated as new service from sewage plant to hand hole are these the only new underground feeders to be installed on this project.

**Answer No. 9**

The Feeder(s) from the lift station to the new hand hole location are new feeders to be in buried conduit according to NEC Requirements.

**Question No. 10**

Project manual states that 30 consecutive calendar days following receipt of the owners written notice to proceed. Can this 30 day time period start once material is delivered?

**Answer No. 10**

No, the notice to proceed will be issued shortly after the Purchase Order is issued. If the contractor can show proof for delays which are out of their control, a time extension may be granted at the engineer's discretion.

**Question No. 11**

Will weather issues add additional days to the project they occur?

**Answer No. 11**

If the contractor can show proof for delays which are out of their control, a time extension may be granted at the engineer's discretion.

**Question No. 12**

On sheet E100, there is conflicting notes regarding the camp ground pedestals. One note states that we are to intercept existing aluminum feeders and splice and reuse existing feeders. The other note calls for 3 1/0 with #6 grn. in 1 1/2 " PVC from panel to each pole typical of 4 ckts. Which one is correct, do we replace feeders or do we replace reuse existing?

**Answer No. 12**

Demo existing feeder from lift station to pedestal #2. Install new feeder in conduit according to NEC requirements to hand hole located near pedestal #5. (See also Question No. 9)

**Question No. 13**

Reference to the specification book. Section 16272-Dry Type Transformers; it referenced two pages whoever the spec book I received only has page one on it. Is there a second page for the dry type transformers?

**Answer No. 13**

Please see attached page (2) for dry type transformers.

**Question No. 14**

Please clarify note near pedestal #7 and note between pedestals #3 and #5.

**Answer No. 14**

Delete note near pedestal #7 which reads: "(3)1/0 w (1) #6 GR IN 1 ½ " PVC from panel to each pole.  
Daisy chained as indicated. Typ 4ckts)

Delete note near pedestal #5 which reads: "2-2" PVC w/new #1/0 CKTS."

**BLUESTONE POOL ELECTRIC UPGRADE  
HINTON, WEST VIRGINIA**

D. Insulation system and average winding temperature rise for rated kVA as follows:

1. 16-500 kVA: Class 220 with 80 degrees Crise.

16272 - 2

E. Case Temperature: Do not exceed 35 degrees C rise above ambient at warmest point at full load.

F. Basic Impulse Level: 10 kV.

G. Ground core and coil assembly to enclosure by means of a visible flexible copper grounding strap.

H. Coil Conductors: Continuous aluminum windings with terminations brazed or welded.

I. Transformer Enclosure: NEMA ST 20.

1. Type as indicated or appropriate to use.

2. Ventilated.

3. Provide lifting eyes or brackets.

J. Isolate core and coil from enclosure using vibration-absorbing mounts.

K. Nameplate: Include transformer connection data and overload capacity based on rated allowable temperature rise.

**2.03 SMALL POWER CENTERS**

A Description: NEMA ST 20, transformer distribution unit with integral primary, secondary, and branch circuit breakers.

B. Primary Voltage: 480 volts, single phase.

C. Secondary Voltage: 120/240 volts, single phase.

D. Mounting: Wall.

E. Enclosure Type: NEMA 3R

**2.04 SOURCE QUALITY CONTROL**

A Production test each unit according to NEMA ST 20. Eaton Power Center specified is basis of design; other mfrs listed must provide matching performance.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

A Set transformers plumb and level.

B. Use flexible conduit, under the provisions of Section 16131, 2 feet minimum length, for connections to transformer case. Make conduit connections to side panel of enclosure.

C. Mount wall-mounted transformers using integral flanges or accessory brackets furnished by the manufacturer.

D. Provide grounding and bonding in accordance with Section 16060.

**3.02 ADJUSTING**

A Measure primary and secondary voltages and make appropriate tap adjustments.

**END OF SECTION**

**DRY TYPE TRANSFORMERS 16272-20f2**



# CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)  
**04/20/10**

**PRODUCER**

**ALL RISKS, LTD.**  
300 Arboretum Place Suite 410  
  
Richmond VA 23236

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY LETTER **A** BRICKSTREET MUTUAL INSURANCE CO (D)

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

**INSURED**

**SOUTHERN AIR INCORPORATED**  
P. O. BOX 4205  
LYNCHBURG VA 24502

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROT.				GENERAL AGGREGATE \$ _____ PRODUCTS-COMP/OPS AGGREGATE \$ _____ PERSONAL & ADVERTISING INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE (Any one fire) \$ _____ MEDICAL EXPENSE (Any one person) \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (Per Person) \$ _____ BODILY INJURY (Per Accident) \$ _____ PROPERTY DAMAGE \$ _____
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
<b>A</b>	<b>WORKER'S COMPENSATION AND EMPLOYERS LIABILITY</b>	<b>WC10009071-07</b>	<b>04/03/10</b>	<b>04/03/11</b>	STATUTORY \$ <b>500,000</b> (EACH ACCIDENT) \$ <b>500,000</b> (DISEASE-POLICY LIMIT) \$ <b>500,000</b> (DISEASE-EACH EMPLOYEE)
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

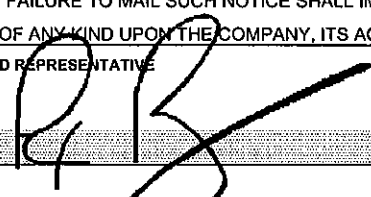
**CERTIFICATE HOLDER**

**SOUTHERN AIR INCORPORATED**  
PO BOX 4205  
LYNCHBURG, VA 24502

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



All Risks, Ltd.

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV001545

**Classification:**

ELECTRICAL  
HEATING, VENTILATING & COOLING  
PIPING  
PLUMBING

SOUTHERN AIR INCORPORATED  
DBA SOUTHERN AIR INCORPORATED OF VA  
PO BOX 4205  
LYNCHBURG, VA 24502-0205

**Date Issued**

AUGUST 19, 2009

**Expiration Date**

AUGUST 19, 2010

Authorized Company Signature

*Michael A. Carl*  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Southern Air, Inc.

2655 Lakeside Drive, Lynchburg, VA 24501

as Principal, hereinafter called the Principal, and Hartford Accident and Indemnity Company

One Hartford Plaza, Hartford, CT 06155

a corporation duly organized under the laws of the State of CT

as Surety, hereinafter called the Surety, are held and firmly bound unto State of West Virginia

, WV

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5% ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Renovation of the existing Electrical Service at Bluestone State Park

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of March, 2011

Janet L. Martin  
(Witness)

Southern Air, Inc.

(Principal)

(Seal)

By: Ben Wilkinson

Ben Wilkinson Vice-President

(Title)

Teresa R. Williamson  
(Witness)

Hartford Accident and Indemnity Company

(Surety)

(Seal)

By: Theresa S. Stump

Attorney-in-Fact Theresa S. Stump

(Title)

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD  
BOND, T-4  
ONE HARTFORD PLAZA  
HARTFORD, CONNECTICUT 06115  
call: 888-266-3488 or fax: 860-757-5835  
Agency Code: 14-730214 & 14-730836

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*E. Bruce Wilsie, Theresa S. Stump, Keith F. Young, Deanna W. Sparks, Sherrie B. Denison, Matthew D. Kerr III, Vickie H. Bibee, Mollie D. Levan of Roanoke, VA; Robert M. Coon, Susan F. Westbrook, Linda P. Greenway of Greensboro, NC; William B. San Soucie, Joanna M. Carson, Lindsey M. DeJarnette, Stephen B. Dolin, Cary A. McFadden, Cara Brown of Lynchburg, VA; Latimer Williams, Tambri Doby of Charlotte, NC; Windy Lebbad of Raleigh, NC; R. Hutcheson Mauck Jr., Mike Philhower, Stacey W. Hall of Richmond, VA*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 8<sup>th</sup> day of April, 2010, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
Notary Public  
My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **March 8, 2011**  
Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President



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

STATE OF Virginia

COUNTY OF Lynchburg City, TO-WIT:

I, Patricia K Swett, after being first duly sworn, depose and state as follows:

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

\_\_\_\_\_  
(Company Name)

By: Patricia K Swett

Title: Controller

Date: 1/3/11

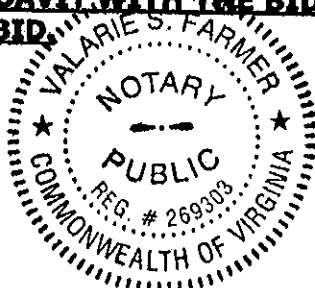
Taken, subscribed and sworn to before me this 3rd day of January 2011.

By Commission expires 12/31/14

(Seal)

Valarie S. Farmer  
(Notary Public)

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



RFQ NO. DNR211116

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Southern Air Inc

Authorized Signature: *Batricia B. Swett* Date: 1/3/11  
Controller

State of Virginia

County of Lynchburg City, to-wit:

Taken, subscribed, and sworn to before me this 3 day of January, 20 11

My Commission expires 12/31/14, 20     

**AFFIX SEAL HERE**

**NOTARY PUBLIC**

*Valerie S. Farmer*

