



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: DNRB11118

PAGE: 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

**MAIN STREET BUILDERS, LLC**  
 PO Box 309 311 S. Walker Street  
 Princeton, WV 24740  
 WV#035914  
 VA# 2705133610A  
 ph: 304-487-3912 Fax:304-425-2171

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
02/10/2011				

BID OPENING DATE: 03/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42	\$256,200	\$256,200
GENERAL CONSTRUCTION						
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR MODIFICATION OF THE LONG BRANCH DAM LOCATED AT PIPESTEM RESORT STATE PARK, SUMMERS COUNTY, WEST VIRGINIA.</p> <p>MANDATORY PRE-BID</p> <p>A MANDATORY PRE-BID WILL BE HELD ON 3/10/2011 @ 1:30 PM AT PIPESTEM RESORT STATE PARK, SUMMERS COUNTY, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT I 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 MANDATOR 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 APR -7 PM 12:55

WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-487-3912	4-7-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Member	58-2667955	

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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**DNRB11118**

PAGE  
**2**

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

RFQ COPY  
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AUDDICE

**MAIN STREET BUILDERS, LLC**  
 PO Box 309 311 S. Walker Street  
 Princeton, WV 24740  
 WV#035914  
 VA# 2705133610A  
 ph: 304-487-3912 Fax:304-425-2171

SHIP TO

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

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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 03/14/2011 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>BIDDING DOCUMENTS CONSIST OF REQUEST FOR QUOTATION, PLANS &amp; SPECIFICATIONS.</p> <p>REQUEST FOR QUOTATIONS MAY BE OBTAINED BY CONTACTING:</p> <p>FRANK WHITTAKER, SENIOR BUYER          WEST VIRGINIA PURCHASING DIVIAION          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305          TELEPHONE: 304-558-2316</p> <p>PLANS &amp; SPECIFICATIONS MAY BE OBTAINED BY CONTACTING:</p> <p>CIVIL TECH ENGINEERING, INC.          300A PRESTIGE DRIVE          HURRICANE, WV 25526          TELEPHONE: 304-757-8094</p> <p>THERE IS A \$155.00 CHARGE FOR PLANS AND SPECIFICATIONS.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE <b>304-487-3912</b>	DATE <b>4-7-11</b>
TITLE <i>Member</i>	FEIN <b>58-2667955</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK 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.</p> <p>NOTICE TO PROCEED THIS CONTRACT IS TO BE PERFORMED WITHIN 180 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR SUMMERS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 304-487-3912	DATE 4-7-11
TITLE Member	FEIN 58-266755	ADDRESS CHANGES TO BE NOTED ABOVE

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**MAIN STREET BUILDERS, LLC**  
 PO Box 309 311 S. Walker Street  
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 ph: 304-487-3912 Fax:304-425-2171

DIVISION OF NATURAL RESOURCES  
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<p>INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-487-3912	DATE 4-7-11
TITLE Member	FEIN 58-2667955	ADDRESS CHANGES TO BE NOTED ABOVE

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COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.						
REV. 11/00						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.						
FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.						

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**6**

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<p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN 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>						

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<p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL 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> <p>NO. 1     ... X X X X</p> <p>NO. 2     ... X X X X</p> <p>NO. 3     ... ..</p> <p>NO. 4     ... ..</p> <p>NO. 5     ... ..</p> <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</p>						

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BID OPENING DATE: 03/29/2011 BID OPENING TIME 01:30PM

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<p>REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>[Signature]</i> .....SIGNATURE            MAIN STREET BUILDERS, LLC COMPANY            4-7-11 .....DATE</p> <p>REV. 11/96</p> <p>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:</p> <p>CONTRACTORS NAME: MAIN STREET BUILDERS, LLC</p> <p>CONTRACTORS LICENSE NO.: WV#035914</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-487-3912	DATE 4-7-11
TITLE <i>Member</i>	FERN 58-2467955	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  
 DNRB11118

PAGE  
 9

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

RFQ COPY

TYPE NAME/ADDRESS HERE

**MAIN STREET BUILDERS, LLC**  
 PO Box 309 311 S. Walker Street  
 Princeton, WV 24740  
 WV#035914  
 VA# 2705133610A  
 ph: 304-487-3912 Fax:304-425-2171

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
02/10/2011				

BID OPENING DATE: 03/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	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>[Signature]</i>	TELEPHONE 304-487-3912	DATE 4-7-11
TITLE Member	FEIN 58-2667955	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  
 DNRB11118

PAGE  
 10

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

**MAIN STREET BUILDERS, LLC**  
 PO Box 309 311 S. Walker Street  
 Princeton, WV 24740  
 WV#035914  
 VA# 2705133610A  
 ph: 304-487-3912 Fax:304-425-2171

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
02/10/2011				

BID OPENING DATE: 03/29/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: 44 REQ. NO.: DNRB11118 BID OPENING DATE: 03/29/2011 BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>304-425-2171</u> ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>M. ADAM SARVER</u> -----  ***** THIS IS THE END OF RFQ DNRB11118 ***** TOTAL: <u>\$256,200</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE [Signature] TELEPHONE 304-487-3912 DATE 4-7-11  
 TITLE Member FEIN 58-2667955 ADDRESS CHANGES TO BE NOTED ABOVE

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

The bidding documents consist of the Request for Quotations, plans and specifications.

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:

Civil Tech Engineering Inc.  
300A Prestige Drive  
Hurricane, WV 25526  
Phone: 304-757-8094  
Fax: 304-757-8095  
Email: [civiltech1@frontier.com](mailto:civiltech1@frontier.com)

A non refundable fee of \$155.00 is required to obtain a copy of the Plans and Specifications. The fee includes shipping by USPS Priority Mail. Contact Civil Tech 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, agrees that all work is to be complete within **180** 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 \$500 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.

FORM OF PROPOSAL

Pipe Stem State Park  
Long Branch Dam Modifications  
Summers County, West Virginia

Page 1 of 4

Name of Bidder:

MAIN STREET BUILDERS, LLC

Address of Bidder:

PO BOX 309  
311 S. WALKER ST.  
Princeton, WV  
24740

Phone Number of Bidder:

304-487-3912

WV Contractors License No.

WV# 035914

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.

The Bidder is to summarize his bid prices below in both numbers and words for the Bid shown on the enclosed Bid Form. The Bidder will also complete the enclosed Bid Form in its entirety. The Bid Form includes both unit price and lump sum items.

**BID FORM SUMMARY**

**Bid:** Bid prices provided on the Bid Form include all labor, materials, and equipment as stipulated in the Bidding Documents.

\$ 256,200.00

Written in numbers.

**Bid:** Bid prices provided on the Bid Form include all labor, materials, and equipment as stipulated in the Bidding Documents.

TWO HUNDRED FIFTY SIX THOUSAND  
TWO HUNDRED DOLLARS AND  
NO CENTS.

Written in words.

**FORM OF PROPOSAL**

Pipe Stem State Park  
 Long Branch Dam Modifications  
 Summers County, West Virginia

**BID FORM**

ITEM	DESCRIPTION	BID PRICES (\$)			
		QUANTITY	UNIT	UNIT PRICE (\$)	BID PRICE (\$)
1.05	Surveying (Max. 5% Contract Value)	1.0	LS	\$ 10,000	\$ 10,000
2.01	Mob/Demob (Max. 10% of Contract Value)	1.0	LS	\$ 21,600	\$ 21,600
2.04	Excavation	750.0	CY	\$ 25.60	\$ 19,200
2.06	Reinforced Concrete	105.0	CY	\$ 1452.00	\$ 152,460
2.09	Rip Rap	75.0	TN	\$ 91.60	\$ 6,870
2.10	Erosion & Sediment Control	1.0	LS	\$ 5,400.00	\$ 5,400
2.11	Seeding, Fertilizing, & Mulching	1.0	AC	\$ 7,200.00	\$ 7,200
2.12	Dewatering & Water Control	1.0	LS	\$ 21,600.00	\$ 21,600
2.13.1	Asphalt Pavement	15.0	TN	\$ 600.00	\$ 9,000
2.13.2	Crushed Stone Aggregate	35.0	TN	\$ 82.00	\$ 2,870
<b>TOTAL BID PRICE</b>				<b>\$ 256,200.00</b>	

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 180 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 \$500 per day.

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**FORM OF PROPOSAL**

**Pipe Stem State Park  
Long Branch Dam Modifications  
Summers County, West Virginia**

**Page 3 of 4**

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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.

FORM OF PROPOSAL

Pipe Stem State Park  
Long Branch Dam Modifications  
Summers County, West Virginia

Page 4 of 4

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
ADDENDUM # 1	3/25/2011
ADDENDUM # 2	3/28/2011

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

Respectfully submitted:

Date:

APRIL 7, 2011

WV Vendor  
Registration Number:

117142357

By: (signature in ink)



Title:

Member

Firm Name:

MAIN STREET BUILDERS, LLC

Firm Address:

PO BOX 309  
311 S. Walker St.  
Princeton, WV  
24740





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  
 DNRB11118

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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**MAIN STREET BUILDERS, LLC**  
 PO Box 309 311 S. Walker Street  
 Princeton, WV 24740  
 WV#035914  
 VA# 2705133610A  
 ph: 304-487-3912 Fax:304-425-2171

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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
03/25/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED MANDATORY PRE-BID MEETING NOTES, MANDATORY PRE-BID SIGN IN SHEET, AND TO EXTEND THE BID OPENING DATE AND TIME.						
THE BID OPENING IS EXTENDED TO 04/07/2011 AT 1:30 PM.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS	968-42	GENERAL CONSTRUCTION		
***** THIS IS THE END OF RFQ DNRB11118 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-487-3912	DATE 4-7-11
TITLE Member	FEIN 58-2667955	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  
 DNRB11118

PAGE  
 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**MAIN STREET BUILDERS, LLC**  
 PO Box 309 311 S. Walker Street  
 Princeton, WV 24740  
 WV#035914  
 VA# 2705133610A  
 ph: 304-487-3912 Fax:304-425-2171

**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
03/28/2011				

BID OPENING DATE: 04/07/2011 BID OPENING TIME 01-30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE FOLLOWING BID CLARIFIACATION:						
IN THE EVENT THAT THERE IS A DISCREPANCY BETWEEN THE "LUMP SUM" BID ON PAGE 1 OF THE FORM OF PROPOSAL AND THE ITEMIZED BREAKDOWN ON PAGE 2 OF THE FORM OF PROPOSAL, THE 'LUMP SUM' BID SHALL PREVAIL.						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-487-3912 DATE: 4-7-11

TITLE: Member FEIN: 58-2667955 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).

CIVIL TECH ENGINEERING, INC.  
300A Prestige Drive  
Hurricane, West Virginia 25526  
Phone: 304-757-8094 Fax: 304-757-8095  
civiltech1@frontier.com

March 11, 2011

Mr. Brian Carney, PE  
WVDNR – Parks and Recreation Section  
324 Fourth Avenue  
South Charleston, West Virginia 25303

Subject: **PRE-BID MEETING NOTES – RFQ DNRB11118**  
Long Branch Dam Modification -- ID#08903  
Pipestem State Park  
Summers County, West Virginia  
Civil Tech Project No. 08150

Dear Mr. Carney:

The pre-bid meeting for the subject project was conducted on March 10, 2011 – 1:30 pm at the Pipestem State Park Headquarters. A visit to the Dam Site followed the initial meeting at the headquarters building. The following attended the meeting:

1. Brian Carney – WVDNR – Parks and Recreation.
2. Dave Caplinger – WVDNR Superintendent for Pipestem State Park.
3. Paul Frantz – WVDEP Dam Safety Section
4. Mark Pennington – Civil Tech Design Engineer
5. Twelve (12) Contractors – See Attached Attendance List

The following was noted:

A. Brian Carney went over administrative requirements for the contract.

B. Mark Pennington (Writer) went over the following:

1. This is a dam safety project. Quality and the need to construct the modifications in accordance with the approved plans and specifications are very important. Contractors were encouraged to review the plans and specifications carefully before bidding.
2. The Contractor should pay particular attention to the pay items since there are lump sum items and incidental work is included. Also, careful attention should be paid to surveying and layout requirements.
3. Plans and specifications can be purchased from Civil Tech Engineering or reviewed at the Contractors Association website.

Pre-Bid Meeting Notes  
Long Branch Dam Modifications  
Pipestem State Park  
Civil Tech Project No. 08150  
March 11, 2011

4. Questions were answered unofficially. Important Dates and information were noted as follows:
  - Bids due March 29, 2011 @ 1:00 pm.
  - All questions must be submitted in writing to Frank Whittaker by 4:00pm March 14, 2011. Any questions answered today are not official.
  - Response to questions will be provided by addendum after the deadline.
  - 5% Bid Bond
  - 100% Performance Bond
  - 180 days to complete the project after the Owner issues NTP. A mid summer NTP date is anticipated. The question was raised as to whether the owner will consider weather delay if not complete by December of this year. The writer answered that there were no provisions in the contractor for weather delay. However, we will consider a request for legitimate delay caused by weather as long as the dam is not left in an unsafe condition for the winter season. The writer emphasized that it will be very important to complete the floodwall and backfill the same before the fall and winter wet seasons.
  - Liquidated damages in the amount of \$ 500 per day apply after 180 days.
  - *Federal and State Wage Rates Apply.*
  - After receiving NTP and attending the pre-construction meeting, the contractor will mobilize to the site and begin work within 10 days.
5. Civil Tech will administer the construction contract and provide full time inspection and testing required except as noted in the specifications. Brian Carney pointed out that all correspondence during construction must be routed through Civil Tech. Our engineer will also visit the site weekly to provide direction and verify conformance with the approved plans and specifications.
6. All deviations from the approved plans must be approved by the Engineer and WVDEP Dam Safety Section. If problems are discovered which require revision of the approved plans, the Engineer must be notified immediately to avoid project delay required for agency approval. Also the project must be certified by our engineer as completed in accordance with the approved plans and specifications at completion. Therefore, any problems with the approved plans must be worked out during construction to avoid problems with certification at the end of the job.
7. Pay estimates will be reviewed and approved during the last week of the month during a routine site visit by our Engineer. Pay estimates are due in the Engineer's office during the first week of the month following the period

Pre-Bid Meeting Notes  
 Long Branch Dam Modifications  
 Pipestem State Park  
 Civil Tech Project No. 08150  
 March 11, 2011

covered by the application for payment.

8. A final inspection will be conducted with the Owner, Dam Safety, Engineer, and Contractor to verify the project is substantially complete and is in accordance with the approved plans and specifications. The project will not be accepted until as-built drawing information is submitted in accordance with the specifications.
9. **Project Overview:** Modifications are required to correct deficiencies and bring the Dam into compliance with the current WVDEP Dam Safety Regulations and obtain a certificate of approval. The following work items are required:
  - Erosion and sediment control measures.
  - Dewatering and water control.
  - The dam crest will be raised approximately 2 ft. with a reinforced concrete floodwall to Elevation 2468 ft.
  - It will also be necessary to tie the new flood wall into the existing ESW and raise the ESW walls approximately 2 ft. to match the flood wall.
  - The flood wall will include water stops at joints and at its connection to the ESW.
  - The existing foot bridge crossing the ESW will be raised to the new flood wall elevation and earthen ramps will be created for access from the crest.
  - The wall will be backfilled with cohesive soils excavated from the dam for wall construction.
  - Rip rap will be provided at the toe of the dam and two existing PVC pipes will be extended through the rip rap and concrete outlet blocks provided.
  - Asphalt demolition and repair will be necessary on the left end of the dam.
  - Sediment and vegetation will be removed from the stilling basin of the emergency spillway.
10. Important parts of the construction specifications were emphasized and discussed in general. The writer encouraged the Contractors to read and understand the specifications since it is a Dam Safety Project and we expect the modifications to be constructed in accordance with the approved plans and specifications. Important points concerning the specifications included:

**Section 1.03 Access To Site:**

- The contractor is responsible for all damage to private, park, county, or state roads. Please note the condition of the access road to the site.

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March 11, 2011

Repair of this roadway to original condition will be incidental to the project and no separate payment will be made. The condition of the existing road was questioned by one of the contractors and whether the project would include complete replacement of this roadway if damaged beyond repair by the construction. The writer pointed out that there was no provision in the contract to provide payment for road repair and that this item is considered incidental to the project. The writer suggested the Contractor video the roadway, at his expense, if he was concerned about damage to the roadway and liability for the same. The writer also suggested the contractor consider using concrete trucks with half loading to minimize road damage. Regardless, the writer pointed out that the contractor will be held responsible for repair of any and all road damage caused by the construction.

**Section 1.05 Grades, Position, and Alignment:**

- The contractor is responsible for all surveying to layout the project and to obtain cross sections for as-built drawings and pay quantities.
- Surveying must be performed by a professional engineer or surveyor licensed in West Virginia.
- Initial cross sections must be obtained and approved before grading work associated with the dam modifications can begin.
- Attention is directed to the grade tolerances provided in this section and the cross sections required.
- As-built drawings will be provided by the contractor plotted over the original design drawings in Autocad format.
- A lump sum pay item is provided for surveying.

**Section 1.07 Control and Review of Work by the Design Engineer:**

- Civil Tech Engineering will provide inspection during construction. This will include routine visits by our technician and weekly visits by our engineer.
- The importance of CQC and constructing the project in accordance with the approved plans and specifications was stressed since it is a Dam Safety project and, our engineer must certify the work at completion of the project.

**Section 1.10 Borrow Area:**

- No borrow area is proposed. Materials for construction will come from onsite excavation and/or a commercial source.
- The contractor is responsible for sampling and testing fill materials for classification and compaction. Pay particular attention to these requirements.

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Section 1.12 Waste:

- Waste fill will be placed as compacted fill as shown on the plans.
- Waste including demolition debris, unsuitable, and excess material will be incidental to the project and no separate payment will be made.

Section 1.13 Field Office:

- A field office is not required.

Section 1.14 Subcontractors:

- A list of subcontractors must be furnished prior to the pre-construction meeting. The Owner reserves the right to reject any and all subcontractors suggested.

Section 1.15 Construction Schedule:

- A construction schedule must be furnished by the successful contractor prior to beginning construction.

Section 1.16 Subsurface Investigation:

- Subsurface investigation was performed as shown on the plans.
- Copies of boring logs and lab test results are included in the Project Manual.
- The results of the subsurface investigation are not a warranty of subsurface conditions and the contractor must make investigations deemed necessary to prepare his bid.

Section 1.17 Quality Control:

- Quality control will be provided by Civil Tech Engineering, Inc.
- A representative will be onsite to monitor the contractors' work, not to supervise.

Section 1.18 Submittals:

- Submittals will be provided to the engineer a minimum of 15 days before work on that particular item begins.

Section 1.19 Acceptance:

- The contractor is responsible for constructing the project in accordance with the plans regardless of acceptance by any quality control inspector, engineer, or owner.

Section 1.20 Safety:

- The contractor is responsible for safety and will indemnify the WVDNR, it's personnel, and Engineer from liability associated with



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the project.

- As a minimum, weekly safety meetings are required and injuries must be reported as required by OSHA.
- Copies of safety meeting notes must be submitted to the engineer weekly along with the contractor's daily reports.

Section 1.21 Environmental Protection:

- The contractor is responsible for compliance with all environmental permits.
- The cost of fines levied by the WVDEP or other agency is the responsibility of the contractor.

Section 1.22 Measurement and Payment:

- This section is very important because there are lump sum items and some of the work is incidental to lump sum and other pay items.
- Before and after cross sections are required for payment and as-built drawings. *Cross sections will be furnished by the Contractor in Autocad format and plotted on the design sections for comparison.*
- Any item of work not included in a pay item which is shown on the plans is incidental to the project.

Section 2.01 Mob/demob:

- The contractor must mobilize and begin work within 10 days after NTP. Demob must occur within 15 days after completion and acceptance by the WVDNR, Engineer, and WVDEP Dam Safety Section.
- This item is lump sum.

Section 2.02 Clearing and Grubbing:

- This item is incidental to the project and no separate payment will be made.

Section 2.03 Stripping:

- This item includes removal and stockpiling of topsoil for revegetation.
- This item is paid as excavation.

Section 2.04 Excavation:

- Work includes all excavation required to construct the project complete.
- Excavation includes all soil, rock, rip rap regardless of size. No hard rock excavation is included.
- Fill placement and compaction including stockpiling is incidental to

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this item.

- The contractor is fully responsible for protection of work in progress and the existing dam. Care must be taken when removing sediment from the ESW stilling basin to avoid damage to the structure.
- The lake will be lowered by the Contractor a minimum of 5 ft. and maximum of 10 ft. below normal when work is performed. Pumping will be necessary since the existing drain gate is not operable.
- Pay items: Payment will be made based on before and after cross sections.

#### Section 2.06 Concrete:

- Reinforced concrete is required to construct the flood wall and the concrete anchor blocks for the two PVC drain pipes at the dam toe.
- Concrete will comply with the specifications and shall be 4000 psi and air entrained.
- Pumping is required to convey the concrete to the location.
- Waterstops shall be provided in joints as shown on the plans.
- Rebar is incidental to this item.
- Payment will be based on unit price bid and the volume of reinforced concrete shown on the plans or as approved by the Engineer if different from the plans.

#### Section 2.08 Fill and Backfill

- Fill materials include cohesive fill derived from the excavation.
- Compaction is important and will be tested.
- Stockpiling, hauling, spreading, and compacting fill and backfill is incidental to excavation and no separate payment will be made.
- Before and after cross sections are required for as-built drawings for Cohesive Fill.
- Furnishing borrow (unlikely) including testing is incidental to the fill item.

#### Section 2.09 Rip Rap

- Rock must be sized and durable in accordance with specifications
- Payment includes rip rap from an offsite source.
- Payment for rip rap will be paid based on certified weight tickets by the ton of rock acceptably placed and approved by the Engineer.

#### Section 2.10 Erosion and Sediment Control

- The contractor shall adopt and comply with the Sediment Control Plan approved by the NRCS.
- The contractor will be responsible for all fines and shall modify the plan as required to prevent sedimentation of the receiving water.

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- The pay item is lump sum.

Section 2.11 Seeding, Fertilizing and Mulching

- Type C DOH Mix
- Pay particular attention to the warranty period
- Seeding and Mulching below the lake pool is not required.
- Loading, hauling and spreading topsoil is incidental to this item.
- The pay item is by the acre.

Section 2.12 Dewatering and Water Control

- A dewatering and water control plan will be submitted for approval prior to beginning construction. Pay particular attention to the requirements of the plan as listed in the specifications.
- The contractor will lower the lake level a minimum of 5 ft. and maximum of 10 ft. during construction with approval of the owner.
- Dewatering shall be sufficient to lower the ground water table a minimum of 1 ft. below the subgrade level during construction.
- The contractor is responsible for damage to work in progress and the existing dams and appurtenances due to flood flow, seepage, or normal flow conditions and if damage occurs, it will be repaired at no cost to the owner.
- Pay item is lump sum

Section 2.13 Asphalt Pavement and Crushed Stone Aggregate

- Pavement repair is required on the left end of the dam where the existing pavement will need to be raised to the new flood wall level.
- Payment will be made by the ton of asphalt and crushed stone aggregate as approved by the Engineer.

**C. ADDENDUM ITEMS**

1. Work includes removal and replacement of the fence around the emergency spillway as approved by the Engineer. This work will be incidental to Item 2.06 Concrete. The fence is not in good condition and new materials will be provided as required.
2. Asphalt demolition will be placed as road fill as directed by Parks and Recreation personnel. This work including breaking the asphalt into small pieces, loading, hauling, and spreading will be incidental to excavation

Pre-Bid Meeting Notes  
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We trust these notes are satisfactory. Please review and comment concerning any disagreement with these notes.

Very truly yours,

**CIVIL TECH ENGINEERING, INC.**

A handwritten signature in black ink, appearing to read 'Mark E. Pennington', with a stylized flourish at the end.

Mark E. Pennington MS, PE  
Principal Engineer

Attachment: Pre-Bid Meeting Attendance List

cc. Paul Frantz – WVDEP

Long Branch Dam Modification DNRB11118  
 Pipestem State Park  
 Pre-Bid Meeting Attendance List  
 March 10, 2011 1:30 P.M.

Contractor	Address	Phone #	Fax #	Email	Printed Name	Signature
1 MARCC	2308 S Fayette Beckley WV 25801	304-254-9911	304-254-9931		Chad McCallister	Chad McCallister
2 Paramount Builders	501 6th Avenue P.O. Box 1370 St. Albans WV 25117	304 546-9365	304 546-9365		Bob Malasky	Bob Malasky
3 CAPITAL VALLEY CONTRACTORS	67 ROLAND DRIVE P.O. Box 820 BLENKINS, WV 25801	304 437-4505	304 965-2223	Mickey E. CAPITOL - VALLEY.COM	MILROY FARMOR	MILROY FARMOR
4 TENS RIVER CONSTE.	575 GORFMAN RD CROSSLOES, WV 25112	304 776-0448	304 776-0457	TENSRIVER@AOL.COM	ADAM T. HAVES	GA
5 DANHILL CONST	PO Box 685 GAULEY BRIDGE WV ZIP 25088	1-304-632-1600	1-304-632-1501	PAUL@DANHILL.COM	MIKE SIEMIAK	MIKE SIEMIAK
6 BIACO CONST. INC.	835 WISTERIA DR JACKSONVILLE, WV 25709	1-304-565-3007	1-304-565-3113	BILCO E. FRONTIER.NET	ELLIOTT S. JAMES	ELLIOTT S. JAMES
7 TRI-STATE PIPELINE	6851 AS RT 60 EAST, JAMES Barboursville, WV 25804	304 773-6801	304 773-6803	JAMES COOPER @ TRI-STATE PIPELINE.COM	JAMES COOPER	JAMES COOPER
8 Gopher Land Services	P.O. Box 194 Beards WV 25813	304-840-1909	304 840-1909	mdagrosz@yaho.com	Glenna Prose	Glenna Prose
9 PAUL FRANTZ	254 INDUSTRIAL DR. OAK HILL, WV 25901	487-1119	485-1924	PAUL.A.FRANTZ@GMAIL.COM	PAUL FRANTZ	PAUL FRANTZ
10 Main Street Builders	PO BOX 309 Princeton WV 24740	487-3912	425-2171	Rusty Sarver @Gmail.com	Rusty Sarver	Rusty Sarver

Long Branch Dam Modification DNRB1118  
 Pipestem State Park  
 Pre-Bid Meeting Attendance List  
 March 10, 2011 1:30 P.M.

Contractor	Address	Phone #	Fax #	Email	Printed Name	Signature
11. TRI TON CONSTRUCTION INC	PO BOX 988 4300 FORST AVE HARTO, WV 25143	304-755-1401	304-755-1404	triton.construction.com	TONY ANDERS	<i>Tony Anders</i>
12. GREEN MAINTENANCE	511 SOUTH ST CHARLESTON WV 25304	304-925-0058	304-925-9282	Jody Kelly @ gch.com	Harrison Bowman	<i>Harrison Bowman</i>
13. FOSTER SUPPLY	PO BOX 488 SOUTH DEPOT WV 25500	304-553-6905	304-755-8280	dsears@fostersupply.com	DETROIT SEARS	<i>Donnell Sears</i>
14. MAIN STREET SMILERS	PO BOX 309 FARMINGTON WV 24740	301-437-3912	304-425-0171	estianl@msmv.com	CHRIS STANLEY	<i>Chris Stanley</i>
15. BRAYMAN CONTRACTORS	1001 John Kaulding Way Sewersburg PA 16056	724-443-1533	724-443-8733	j-hoppie@brayman.com	JEFF HOPPLE	<i>Jeff Hopple</i>
16. BRAYMAN CONSTRUCTION	1010 JOHN REGULINE WAY SEWERSBURG PA 16056	724-443-1533	724-443-8733	M. ROEDER@BRAYMAN.COM	MARK ROEDER	<i>Mark Roeder</i>
17. ETZCOO INC.	Lionsburg and ETZCOO PO BOX 1143	304-680-4042	304-645-4989	ETZCOO@ScribbleLink.com	Stewart Holliday	<i>Stewart Holliday</i>
18. WV PARK Brian Carney						
19. WV DNR Butch Mansfield	Pipestem State Park PO Box 150 Pipestem WV 25974	304-466-1800	304-466-2803	Butch@wv.gov	Butch Mansfield	<i>Butch Mansfield</i>
20. Dave Caplinger	PO Box 150 Pipestem WV 25974	304-466-1800	304-466-2803	Dave@wv.gov	David W. Caplinger	<i>David W. Caplinger</i>

## 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).

**WEST VIRGINIA  
STATE TAX DEPARTMENT  
BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**MAIN STREET BUILDERS LLC  
311 S WALKER ST  
PRINCETON, WV 24740-2756**

BUSINESS REGISTRATION ACCOUNT NUMBER: **1049-3747**

This certificate is issued on: **08/17/2010**

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

*This certificate is not transferrable and must be displayed at the location for which issued.*

*This certificate shall be permanent until cessation of the business for which the certificate of registration  
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.*

*Change in name or change of location shall be considered a cessation of the business and a new  
certificate shall be required.*

**TRAVELING/STREET VENDORS:** Must carry a copy of this certificate in every vehicle operated by them.  
**CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS:** Must have a copy of  
this certificate displayed at every job site within West Virginia.



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV035914

**Classification:**

GENERAL BUILDING

MAIN STREET BUILDERS LLC  
DBA MAIN STREET BUILDERS LLC  
PO BOX 309  
PRINCETON, WV 24740-0309


**Date Issued**

**Expiration Date**

AUGUST 07, 2010

AUGUST 07, 2011

  
Authorized Company Signature

  
Chair, 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.

WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: RD

DATE (MM/DD/YYYY)

03/02/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> George H. Friedlander Co. PO Box 2466 1566 Kanawha Blvd. E. Charleston, WV 26311		304-357-4520 304-345-8724	<b>CONTACT NAME:</b> PHONE (A/C No. Extn): 304-357-4520 FAX (A/C No.): 304-345-8724 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: MAIS001
<b>INSURED</b> Main Street Builders, LLC P.O. Box 308 Princeton, WV 24740	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Westfield Insurance Companies	24112	
	<b>INSURER B:</b> BrickStreet Insurance		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING 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.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		TRA6270200	05/26/10	05/26/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		TRA6270200	05/26/10	05/26/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ NONE		TRA5270200	08/08/10	05/26/11	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	WVC10026860-07	12/16/10	05/26/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Evidence of Insurance

**CERTIFICATE HOLDER**

**CANCELLATION**

TO WHOM IT MAY CONCERN BLANK01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
-----------------------------------	---



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

STATE OF West Virginia

COUNTY OF Mercer, TO-WIT:

I, M. ADAM SARVER, after being first duly sworn, depose and state as follows:

- 1. I am an employee of MAIN STREET BUILDERS, LLC; and,  
(Company Name)
- 2. I do hereby attest that MAIN STREET BUILDERS, LLC  
(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.

MAIN STREET BUILDERS, LLC  
(Company Name)

M. ADAM SARVER

By: [Signature]

Title: Member

Date: 4-7-11

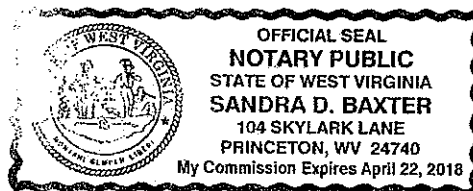
Taken, subscribed and sworn to before me this 7<sup>th</sup> day of April.

By Commission expires April 22, 2018

(Seal)

[Signature]  
(Notary Public)

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



RFQ No. DNRB1118

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 instrumentality established by a county or municipality; any separate corporation or instrumentality 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: MAIN STREET BUILDERS, LLC

Authorized Signature: [Signature] Date: 4-7-11

State of West Virginia

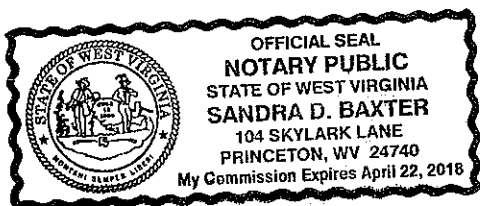
County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 7<sup>th</sup> day of April, 2011.

My Commission expires April 22, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Main Street Builders, LLC  
of P.O. Box 309, Princeton, WV 24740, as Principal, and International Fidelity Insurance  
Company of Newark, New Jersey, a corporation organized and existing under the laws of the State of New Jersey with its principal office in the City of Newark, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of five percent of amount bid (\$ 5%) 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 modifications of the Long Branch Dam located at Pipestem State Park, Summers County, West Virginia

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.

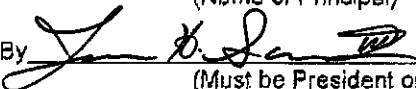
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

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 7th day of April, 2011.

Principal Corporate Seal

Main Street Builders, LLC

(Name of Principal)

By: 

(Must be President or Vice President)

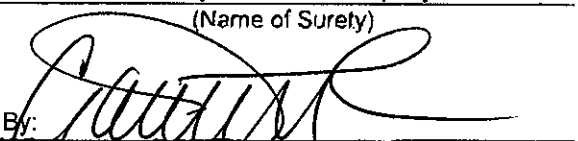
Member

(Title)

Surety Corporate Seal

International Fidelity Insurance Company

(Name of Surety)

By: 

G. David Thomas, Attorney-in-Fact

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

# POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR  
NEWARK, NEW JERSEY 07102-5207

## FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

C. DAVID THOMAS, RICHARD L. HIGGINBOTHAM, ROSEANN B. DYE-SMALLEY, BUNNIE MARIE PERRINE, JEFFERY O'DELL, ROBIN HUBBARD-SHERROD

Charleston, WV.

Its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.



IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY  
County of Essex

*[Signature]*  
Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

*[Signature]*

A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 21, 2010

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7th day of April, 2011

*[Signature]*  
Assistant Secretary