

Swimming Pool Replacement
Bluestone State Park and Greenbrier State Forest
Hinton and Lewisburg, West Virginia

FORM OF PROPOSAL
Page 1 of 4

Name of Bidder:

Aquatic Designs, Inc.
(ADI Pool and Spa)

Address of Bidder:

P. O. Box 327
Climax, NC 27233

Phone Number of Bidder:

(336) 674-7665

WV Contractors License No.

WV 042638

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.

BID:

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

\$1,949,000.00

Written in numbers.

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

One million, nine hundred forty nine thousand dollars and 00/100 cents.

Written in words.

RECEIVED

APR 20 A 10:24

STATE DIVISION
OF WV

**Swimming Pool Replacement
Bluestone State Park and Greenbrier State Forest
Hinton and Lewisburg, West Virginia**

Alternate #1 – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in **numbers**.

\$ 78,700.00

Alternate #1 – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in **words**.

Seventy eight thousand, seven hundred dollars and 00/100 cents.

Alternate #2 – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in **numbers**.

\$ 127,800.00

Alternate #2 – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Written in **words**.

One hundred twenty seven thousand, eight hundred dollars and 00/100 cents.

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 substantially complete the work by April 15, 2012 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 the contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date
Addendum No. 1 <i>MV</i>	Sept. 19, 2011
Addendum No. 2 <i>MV</i>	Sept. 19, 2011
Addendum No. 3 <i>MV</i>	Sept. 19, 2011
Addendum No. 4 <i>MV</i>	Sept. 19, 2011

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

Swimming Pool Replacement
Bluestone State Park and Greenbrier State Forest
Hinton and Lewisburg, West Virginia

Respectfully submitted:

Date:

September 19, 2011

WV Vendor
Registration Number:

1048-5979

By: (signature in ink)



Title:

President

Firm Name:

Aquatic Designs, Inc.
(ADI Pool and Spa)

Firm Address:

P. O. Box 327
Climax, NC 27233



(Aquatic Designs Inc.)
 P. O. Box 327, Climax, NC 27233 Phone: (336) 674-7665
 NC License # 32506 www.adipools.net

	JOB NAME & LOCATION	DETAILS
1	HOMESTEAD AQUATICS CTR 300 Northern Park Drive Chapel Hill, North Carolina	<ul style="list-style-type: none"> • Indoor Warming Pool. 2,500 sq. ft. • Indoor Competition Pool. 6,100 sq. ft. • Cross course. Diving well • Stainless Steel Gutters
2	P-714 (CAMP LEJUENE) MCAS - New River Jacksonville, NC	<ul style="list-style-type: none"> • Indoor Competition Pool. 7,650 sq. ft. (50 Mtrs) • Cross Course, Diving Well • Stainless Steel Gutters • Maximum Depth 10'
3	BRIAR CHAPEL 188 Hubert Herndon Road Pittsboro, North Carolina	<ul style="list-style-type: none"> • Outdoor Activity Pool. 2,500 sq. ft. • Outdoor Competition Pool. 6,100 sq. ft. • Splash Pad. 3,000 sq. ft. • Beach Entry, Interactive Water Features, Waterslide, Diving Well
4	ASHE COUNTY MIDDLE SCHOOL 255 Northwest Lane Warrenville, North Carolina	<ul style="list-style-type: none"> • New Pool and Gutter Installation • Indoor Competition Pool, 3,500 square feet • Concrete Gutters • Maximum depth 8'
5	REX WELLNESS CENTER 11040 Forest Pines Drive Raleigh, North Carolina	<ul style="list-style-type: none"> • Indoor Warming Pool. 2,800 sq. ft. • Indoor Competition Pool, 6,300 sq. ft. • Spa • Concrete Gutters



Bid Bond
(Public Work)

**Contractors Bonding
and Insurance Company**
1213 Valley Street
P.O. Box 9271
Seattle, WA 98109-0271
*For the CBIC branch
nearest you, call Toll Free*
(888) 283-2242
(888) 293-2242 FAX

Premium: n/a

Know all by these presents, That we, Aquatic Design, Inc., as Principal,
and **Contractors Bonding and Insurance Company**, as Surety, are held and firmly bound unto
WV Department of Natural Resources, Parks and Recreation, Oblige, in the sum of
Five Percent of the Principal's Bid (5%) Dollars, (\$ -----)
for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, firmly by these presents.


Whereas, Principal has submitted or is about to submit a bid to the Oblige on a contract for
Bluestone State Park and Greenbrier State Forest Pool Replacement

("Project").

Now, Therefore, the condition of this bond is that if obligee accepts Principal's bid, and Principal enters into a contract with the Oblige in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise the Principal and Surety will pay to the Oblige the difference between the amount of the Principal's bid and the amount for which the Oblige shall in good faith contract with another person or entity to perform the work covered by the Principal's bid, but in no event shall the Surety's and Principal's liability exceed the penal sum of this bond.

Signed and sealed this 20th day of September, 2011 .

Aquatic Design, Inc. (Seal)
Principal

By: 
Contractors Bonding and Insurance Company

By: 
Chavonne C. Hill Attorney-in-Fact



Contractors Bonding and Insurance Company
 1213 Valley Street
 P.O. Box 9271
 Seattle, WA 98109-0271

POWER OF ATTORNEY

Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **Contractors Bonding and Insurance Company**, a Washington corporation, does hereby make, constitute and appoint:

Timothy B. Templeton, J. Karl Sherrill, Jr., James P. Lowrey, Jeanette Mullinix, Robert J. Allonier, Glyda M. Meredith, Anne B. Theodore, Chavonne C. Hill, jointly or severally.

in the City of Greensboro, State of North Carolina its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **Contractors Bonding and Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **Contractors Bonding and Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, the **Contractors Bonding and Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 21st day of June, 2011.

State of Washington }
 County of King } SS

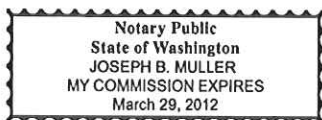


Contractors Bonding and Insurance Company

Roy C. Die Vice President

On this 21st day of June, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Joseph B. Muller
 Joseph B. Muller Notary Public



CERTIFICATE

I, the undersigned officer of **Contractors Bonding and Insurance Company**, a stock corporation of the State of Washington, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **Contractors Bonding and Insurance Company** this 10 day of September, 2011.

Contractors Bonding and Insurance Company

Roy C. Die Vice President



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

STATE OF North Carolina

COUNTY OF Guilford, TO-WIT:

I, Mark Voigt, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Aquatic Designs, Inc. (ADI Pool & Spa) and,
(Company Name)
- 2. I do hereby attest that Aquatic Designs, Inc. (ADI Pool & Spa)
(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.

Aquatic Designs, Inc. (ADI Pool & Spa)
(Company Name)

By: [Signature]

Title: President

Date: September 19, 2011

Taken, subscribed and sworn to before me this 19th day of September, 2011

By Commission expires November 8, 2011

(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. DNRB 12003

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 exceed 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: Aquatic Designs, Inc. (ADI Pool and Spa)

Authorized Signature:  Date: September 19, 2011

State of North Carolina

County of Guilford, to-wit:

Taken, subscribed, and sworn to before me this 19 day of September, 2011.

My Commission expires November 8th, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC 