

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:

AQUA POOL, INC.

Address of Bidder:

PO BOX L  
1438 ELECTRIC AVENUE  
EAST PITTSBURGH, PA 15112

Phone Number of Bidder:

412-824-6900

WV Contractors License No.

WV025323

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.

1,894,000.00

Written in numbers.

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

ONE MILLION EIGHT HUNDRED  
NINETY FOUR THOUSAND  
DOLLARS AND NO CENTS

Written in words.



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

Written in numbers.

36,900.00

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

Written in words.

THIRTY SIX THOUSAND  
NINE HUNDRED DOLLARS  
AND NO CENTS

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

Written in numbers.

\* 79,500.00

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

Written in words.

SEVENTY NINE THOUSAND  
FIVE HUNDRED DOLLARS  
AND NO 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
1	8-12-11
2	8-22-11
3	8-26-11
4	9-8-11

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

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FORM OF PROPOSAL  
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Respectfully submitted:


Date:

9-20-11

WV Vendor  
Registration Number:

1023-2001

By: (signature in ink)



Title:

Vice President

Firm Name:

AQUA POOL, INC.

Firm Address:

PO BOX L  
1438 ELECTRIC AVENUE  
EAST PITTSBURGH, PA 15112

**AQUA POOL, INC.  
REFERENCE LIST**

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**CONTRACTS IN PROGRESS**

1. OWNER **MOON AREA SENIOR HIGH SCHOOL**  
LOCATION: MOON TOWNSHIP, PA 15108  
ARCHITECT: ECKLES ARCHITECTURE AND ENGINEERING, INC.  
POOL CONSULTANT: N/A  
CONSTRUCTION MANAGER: N. JOHN CUNZOLO  
CONTRACT AMOUNT: \$982,744.00  
DATE OF COMPLETION: FALL 2011  
DESCRIPTION OF PROJECT: 8 LANE, 25 YARD COMPETITION POOL, CAST IN PLACE FLOOR, SHOTCRETE WALLS, STAINLESS STEEL GUTTER WITH A CERAMIC TILE FINISH

CONTACTS: ENZO CALLA- VICE PRESIDENT  
412-761-6161

**MAJOR PROJECTS IN PAST 12 YEARS**

1. OWNER **BOYCE MAYVIEW COMMUNITY REC. CENTER**  
LOCATION: UPPER SAINT CLAIR, PA  
ARCHITECT: WTW ARCHITECTS  
POOL CONSULTANT: WATER TECHNOLOGY, INC  
CONSTRUCTION MANAGER: EPM ARCHITECTURE  
CONTRACT AMOUNT: \$4,526,000.00  
DATE OF COMPLETION: JUNE 1, 2009  
DESCRIPTION OF PROJECT: OUTDOOR LEISURE POOL, 6440 S.F., INDOOR LEISURE POOL, 3562 S.F., INDOOR LAP POOL, 2150 S.F. AND INDOOR SPA 208 S.F., CAST IN PLACE FLOORS SHOTCRETE WALLS, CERAMIC TILE GUTTERS WITH CERAMIC TILE AND QUARTZ AGGREGATE FINISHES  
CONTACTS: HALEY PANTON, WATER TECHNOLOGY, INC 920-887-7375  
UPPER SAINT CLAIR CONTACT: PAUL BESTERMAN 412-831-9000  
UPPER SAINT CLAIR CONTACT: JEREMY LEMLEY 412-995-0788

2. OWNER: **SHEPHERD UNIVERSITY**  
LOCATION: SHEPHERDSTOWN, WV  
ARCHITECT: HUGHES GROUP ARCHITECTS  
POOL CONSULTANT: WATER TECHNOLOGY, INC  
GENERAL CONTRACTOR: PALMER CONSTRUCTION  
CONTRACT AMOUNT: \$900,000.00  
DATE OF COMPLETION: JUNE 1, 2009  
DESCRIPTION OF PROJECT: 4,560 S.F. 8 LANE, 25 YARD COMPETITION POOL, CAST IN PLACE FLOOR, SHOTCRETE WALLS, CERAMIC TILE GUTTER WITH A CERAMIC TILE AND QUARTZ AGGREGATE FINISH  
CONTACTS: SCOTT LEMONDS, AIA, WATER TECHNOLOGY, INC, 920-887-7375

3. OWNER: **CHIEF LOGAN STATE PARK REC. CENTER**  
LOCATION: LOGAN, WV  
ARCHITECT: ASSOCIATED ARCHITECTS  
POOL CONSULTANT: PPEC  
CONTRACT AMOUNT: \$945,000.00  
% COMPLETE / EST. DATE 95% / AUGUST 1, 2009  
DESCRIPTION OF PROJECT: 4,450 S.F. , 8 LANE 25 YARD COMPETITION POOL, CAST IN PLACE FLOOR, SHOTCRETE WALLS, S.S GUTTER WITH CERAMIC TILE AND MARCITE FINISH  
CONTACTS: TIM MALCOMB, BBL CARLTON, PROJECT MAN. 304-345-1300

4. OWNER: **CITY OF OIL CITY**  
LOCATION: OIL CITY, PA  
ARCHITECT: WADE & ASSOCIATES  
POOL CONSULTANT: WADE & ASSOCIATES  
CONTRACT AMOUNT: \$1,500,000.00  
DATE OF COMPLETION: 10/20/2007  
DESCRIPTION OF PROJECT: 8,250 S.F. , 6 LANE 25 YARD COMPETITION/LEISURE POOL AND 2,260 S.F. WADING POOL, SLIDE, RAIN FOREST PLAY FEATURES, CAST IN PLACE FLOOR, SHOTCRETE WALLS, CONCRETE GUTTER WITH CERAMIC TILE AND DIAMOND BRITE FINISH  
CONTACTS: JANET GATESMAN, CITY OF OIL CITY- 814-678-3018  
PAUL STAMM, CITY OF OIL CITY- 814-657-4389

5. OWNER: **BALDWIN WHITEHALL, PA**  
LOCATION: BALDWIN WHITEHALL, PA  
ARCHITECT: HHS DR ARCHITECTS  
POOL CONSULTANT: PADDOCK POOLS  
GENERAL CONTRACTOR: YARBOROUGH CONSTRUCTION  
CONSTRUCTION MANAGER: P.J. DICK  
CONTRACT AMOUNT: \$600,000.00  
DATE OF COMPLETION: JULY 30, 2007  
DESCRIPTION OF PROJECT: 6 LANE, 25 YARD COMPETITION POOL, CAST IN PLACE FLOOR, SHOTCRETE WALLS, STAINLESS STEEL GUTTER WITH A CERAMIC TILE FINISH  
CONTACTS: JOE BRENNAN, P.J. DICK, PROJECT MANAGER 412-287-2229  
RUSS DELRAY, P.J. DICK, PROJECT MANAGER 412-287-9076  
LEE TOTTY, YARBOROUGH CONSTRUCTION, GC 412-673-7620

6. **OWNER** **DAYTON UNIVERSITY**  
**LOCATION:** DAYTON , OHIO  
**ARCHITECT:** HASTENINGS & CHIVETTA  
**POOL CONSULTANT:** COUNCILMAN HUNSAKER & ASSOCIATES  
**GENERAL CONTRACTOR:** MESSER CONSTRUCTION  
**CONSTRUCTION MANAGER:** MESSER CONSTRUCTION  
**CONTRACT AMOUNT:** \$1,400,000.00  
**DATE OF COMPLETION:** JANUARY 1, 2006  
**DESCRIPTION OF PROJECT:** 8 LANE, 25 METER COMPETITION POOL, SPA & 5,000 S.F. LEISURE POOL, 30 FT DIAMETER VORTEX, CAST IN PLACE FLOOR, SHOTCRETE WALLS, CERAMIC TILE GUTTER WITH CERAMIC TILE AND MARCITE FINISH  
**CONTACT:** DON SHADE -937-229-2397
7. **OWNER:** **JACKSON MILLS**  
**LOCATION** JANE LEW, WEST VIRGINIA  
ALPHA ASSOCIATES  
**POOL CONSULTANT:** MILLER ENGINEERING, CRAIG MILLER, P.E.  
**GENERAL CONTRACTOR:** MICHEL, INC.  
**CONSTRUCTION MANAGER:** N/A  
**CONTRACT AMOUNT:** \$500,000.00  
**COMPLETION DATE:** SPRING OF 2005  
**DESCRIPTION OF PROJECT:** OUTDOOR COMPETITION POOL (4,800 S.F.) CAST IN PLACE FLOOR SHOTCRETE WALLS, STAINLESS STEEL GUTTER, WITH CERAMIC TILE & MARCITE FINISH  
**CONTACTS:** CRAIG MILLER, P.E. MILLER ENGINEERING (O) 724-966-5655  
CELL-304-288-6661  
MIKE TRANTHAM - 304-293-5785
8. **OWNER:** **STATE COLLEGE YMCA NATATORIUM ADDITION**  
**LOCATION** STATE COLLEGE, PA  
**ARCHITECT:** COMPREHENSIVE DESIGN ARCHITECTS/ENGINEERS  
**POOL CONSULTANT** N/A  
**GENERAL CONTRACTOR:** VERONESI BUILDING CO.  
**CONSTRUCTION MANAGER:** N/A  
**CONTRACT AMOUNT:** \$658,000.00  
**DATE OF COMPLETION:** JUNE 2003  
**DESCRIPTION OF PROJECT:** 8 LANE, 25 YD COMPETITION POOL & THERAPY POOL CAST IN PLACE FLOOR, SHOTCRETE WALLS, CERAMIC TILE GUTTER WITH CERAMIC TILE & MARCITE FINISH  
**CONTACT:** DAVE PRASKOVICH, VERONESI BUILDING -814-237-4514

9. OWNER: **CHATHAM COLLEGE ATHLETIC & FITNESS CENTER**  
LOCATION: PITTSBURGH, PA  
ARCHITECT: HASTINGS & CHIVETTA ARCHITECTS  
POOL CONSULTANT: N/A  
GENERAL CONTRACTOR: MASSARO INDUSTRIES  
CONSTRUCTION MANAGER: N/A  
CONTRACT AMOUNT: \$420,000.00  
DATE OF COMPLETION: DECEMBER 2003  
DESCRIPTION OF PROJECT: 8 LANE, 25 YD COMPETITION POOL & SPA. CAST IN PLACE FLOOR, SHOTCRETE WALLS, STAINLESS STEEL GUTTER, WITH CERAMIC TILE & MARCITE FINISH  
CONTACT: JOE BRENNAN, P.J. DICK, PROJECT MANAGER 412-287-2229

10. OWNER: **BETHEL PARK FITNESS & WELLNESS CENTER**  
LOCATION: BETHEL PARK, PA  
ARCHITECT: O'CONNOR GORDON ARCHITECTURAL GROUP, LLC  
POOL CONSULTANT: N/A  
GENERAL CONTRACTOR: JOHN DEKLEWA & SONS  
CONSTRUCTION MANAGER: JOHN DEKLEWA & SONS  
CONTRACT AMOUNT: \$200,000.00  
DATE OF COMPLETION: FEBRUARY 2003  
DESCRIPTION OF PROJECT: 4 LANE COMPETITION POOL, THERAPY POOL & SPA  
CAST IN PLACE FLOOR, SHOTCRETE WALLS, WITH CERAMIC TILE & MARCITE FINISH  
CONTACT: JIM GROSSMAN, 412-812-4659

11. OWNER: **PUNXSUTAWNEY MIDDLE SCHOOL NATATORIUM ADDITION**  
LOCATION: PUNXSUTAWNEY, PA  
ARCHITECT: KTH ARCHITECT  
POOL CONSULTANT: N/A  
GENERAL CONTRACTOR: JC ORR & SON  
CONSTRUCTION MANAGER: FOREMAN PROGRAM & CONSTRUCTION MANAGERS  
CONTRACT AMOUNT: \$420,000.00  
DATE OF COMPLETION: DECEMBER 2002  
DESCRIPTION OF PROJECT: 6 LANE, 25 YD COMPETITION POOL  
CAST IN PLACE FLOOR, SHOTCRETE WALLS, STAINLESS STEEL GUTTER, WITH CERAMIC TILE FINISH  
CONTACT: TOM BALL-814-938-5151



12. OWNER: **WESTINGHOUSE HIGH SCHOOL/PGH BOARD OF EDUCATION**  
LOCATION PITTSBURGH, PA  
ARCHITECT: WTW ARCHITECTS  
POOL CONSULTANT: N/A  
GENERAL CONTRACTOR: ABLE HESS ASSOCIATES  
CONSTRUCTION MANAGER: N/A  
CONTRACT AMOUNT: \$480,000.00  
DATE OF COMPLETION: SPRING 2002  
DESCRIPTION OF PROJECT: 6 LANE, 25 YD COMPETITION POOL  
CAST IN PLACE FLOOR, CONCRETE WALLS, STAINLESS  
STEEL GUTTER, WITH CERAMIC TILE FINISH  
CONTACT: RON BRAME, PGH BOARD OF EDUCATION - 412-488-4325

13. OWNER: **MEDINA HIGH SCHOOL & COMMUNITY CENTER**  
LOCATION MEDINA, OH  
ARCHITECT: FANNING HOWEY ASSOCIATES  
POOL CONSULTANT: WATER TECHNOLOGY  
GENERAL CONTRACTOR: N/A  
CONSTRUCTION MANAGER: R P CARBONE CO.  
CONTRACT AMOUNT: \$1,700,000  
DATE OF COMPLETION: DECEMBER 2002  
DESCRIPTION OF PROJECT: 8 LANE, 25 METER COMPETITION POOL, SPA & 5,000 S.F.  
LEISURE POOL WITH ZERO ENTRY, WATER PLAYGROUND & 120 FT  
WATERSLIDE. CAST IN PLACE FLOOR, SHOTCRETE WALLS,  
CERAMIC TILE GUTTER WITH CERAMIC TILE & DIAMOND BRITE  
FINISH  
CONTACT: DALE COUCH, RP. CARBONE CO, PROJECT MANAGER  
(O)440-997-5215 CELL 440-465-0789

14. OWNER: **WEST VIRGINIA UNIVERSITY STUDENT RECREATION CENTER**  
LOCATION MORGANTOWN, WV  
ARCHITECT: FANNING/HOWEY ASSOCIATES  
POOL CONSULTANT: COUNSILMAN HUNSAKER & ASSOCIATES  
GENERAL CONTRACTOR: N/A  
CONSTRUCTION MANAGER: JE SVERDRUP CRSS ENGINEERS, ARCHITECTS & CONSTRUCTORS  
CONTRACT AMOUNT: \$1,020,000.00  
DATE OF COMPLETION: SPRING 2001  
DESCRIPTION OF PROJECT: 6 LANE, 25 YD COMPETITION POOL, SPA, 5,000 S.F. LEISURE  
POOL WITH ZERO ENTRY. CAST IN PLACE FLOOR,  
SHOTCRETE WALLS, CERAMIC TILE GUTTER & CERAMIC  
TILE & MARCITE FINISH.  
CONTACT: CRAIG MILLER, P.E. MILLER ENGINEERING (O) 724-966-5655  
CELL-304-288-6661

15. OWNER: **CAMP DAWSON REGIONAL TRAINING INSTITUTE**  
LOCATION KINGWOOD, WV  
ARCHITECT: ZMM/CRA ARCHITECTS  
POOL CONSULTANT: N/A  
GENERAL CONTRACTOR: TMARO CORPORATION  
CONSTRUCTION MANAGER: N/A  
CONTRACT AMOUNT: \$350,000.00  
DATE OF COMPLETION: SPRING 2001  
DESCRIPTION OF PROJECT: 6 LANE, 25 YD COMPETITION POOL & SPA  
CAST IN PLACE FLOOR, SHOTCRETE WALLS, STAINLESS  
STEEL GUTTER, WITH CERAMIC TILE & MARCITE FINISH  
CONTACT: SAM RICHARDS -304-329-4460

16. OWNER: **CAMERON WELLNESS CENTER, WASHINGTON HOSPITAL**  
LOCATION WASHINGTON ,PA  
ARCHITECT: PHILLIPS SWAGER ARCHITECTS  
POOL CONSULTANT: WILLIAM MERCI, ARCHITECT  
GENERAL CONTRACTOR: JOHN DEKLEWA & SONS  
CONSTRUCTION MANAGER: N/A  
CONTRACT AMOUNT: \$435,000.00  
DATE OF COMPLETION: FALL 2000  
DESCRIPTION OF PROJECT: 4 LANE, 25 YD COMPETITION POOL & THERAPY POOL, & SPA  
CAST IN PLACE FLOOR, SHOTCRETE WALLS, CERAMIC TILE  
GUTTER WITH CERAMIC TILE & DIAMOND BRITE FINISH  
CONTACT: JIM GROSSMAN, 412-812-4659

17. OWNER: **PENN STATE UNIVERSITY WHITE BUILDING**  
LOCATION: STATE COLLEGE, PA  
ARCHITECT: WALLACE & WATSON ASSOCIATES ARCHITECT  
POOL CONSULTANT: N/A  
GENERAL CONTRACTOR: FARFIELD COMPANY  
CONSTRUCTION MANAGER: N/A  
CONTRACT AMOUNT: \$342,000.00  
DATE OF COMPLETION: FEBRUARY 1999  
DESCRIPTION OF PROJECT: 4 LANE, 25 YD COMPETITION/RECREATIONAL POOL.  
CAST IN PLACE FLOOR, SHOTCRETE WALLS, STAINLESS  
STEEL GUTTER, WITH CERAMIC TILE FINISH  
CONTACT: PHIL KELLER -814-238-4653

18. OWNER: **TWINSBURG HIGH SCHOOL**  
LOCATION TWINSBURG, OH  
ARCHITECT: FANNING HOWEY ASSOCIATES  
POOL CONSULTANT: WATER TECHNOLOGY  
GENERAL CONTRACTOR: N/A  
CONSTRUCTION MANAGER: RP CARBONE CONSTRUCTION COMPANY  
CONTRACT AMOUNT: \$800,000.00  
DATE OF COMPLETION: APRIL 1999  
DESCRIPTION OF PROJECT: 25 METER X 25 YD COMPETITION/RECREATIONAL  
POOL, SPA & 120 FT WATERSLIDE.  
CAST IN PLACE FLOOR, SHOTCRETE WALLS, STAINLESS STEEL  
GUTTER WITH CERAMIC TILE & DIAMOND BRITE FINISH  
CONTACT: DALE COUCH, RP. CARBONE CO, PROJECT MANAGER  
(O)440-997-5215 CELL 440-465-0789
19. OWNER: **CRANBERRY TOWNSHIP COMMUNITY PARK**  
LOCATION CRANBERRY TWP., PA  
ARCHITECT: PASHEK & ASSOCIATES  
POOL CONSULTANT: WADE & ASSOCIATES  
GENERAL CONTRACTOR: N/A  
CONSTRUCTION MANAGER: N/A  
CONTRACT AMOUNT: \$750,000.00  
DATE OF COMPLETION: AUGUST 1997  
DESCRIPTION OF PROJECT: 14,000 S.F. OUTDOOR COMPETITION/RECREATION/DIVING/ZERO  
ENTRY COMMUNITY POOL.  
CAST IN PLACE FLOOR, SHOTCRETE WALLS, CONCRETE  
TILE GUTTER, WITH CERAMIC TILE & MARCITE FINISH  
CONTACT: PAUL BESTERMAN 412-831-9000
20. OWNER: **MCCREERY MIDDLE SCHOOL, MARION CENTER SCHOOL DISTRICT**  
LOCATION MARION CENTER, PA  
ARCHITECT: HHS DR ARCHITECTS  
POOL CONSULTANT: N/A  
GENERAL CONTRACTOR: PEVARNIK CONSTRUCTION  
CONSTRUCTION MANAGER: N/A  
CONTRACT AMOUNT: \$330,000.00  
DATE OF COMPLETION: NOVEMBER 1996  
DESCRIPTION OF PROJECT: 6 LANE, 25 YD COMPETITION POOL  
CAST IN PLACE FLOOR, SHOTCRETE WALLS, STAINLESS  
STEEL GUTTER, WITH CERAMIC TILE FINISH  
CONTACT: JOE KIRK -724-397-5551- EXT 124

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

ISSUED TO:  
**AQUA POOL INC  
PO BOX L 1438 ELECTRIC AV  
EAST PITTSBURGH, PA 15112-0312**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 1023-2001**

This certificate is issued on: 07/12/2011

*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:** WV025323

**Classification:**

SPECIALTY

AQUA POOL INC  
DBA AQUA POOL INC  
PO BOX L  
E PITTSBURGH, PA 15112-0312

**Date Issued**

MARCH 29, 2011

**Expiration Date**

MARCH 29, 2012



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board



**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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



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

STATE OF PENNSYLVANIA

COUNTY OF ALLEGHENY, TO-WIT:

I, RANDALL KOLSON, after being first duly sworn, depose and state as follows:

- 1. I am an employee of AQUA POOL, INC.; and,  
(Company Name)
- 2. I do hereby attest that AQUA POOL, INC.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

The above statements are sworn to under the penalty of perjury.

AQUA POOL, INC.

(Company Name)

By: *Randall Kolson*

Title: VICE PRESIDENT

Date: 9-20-11

Taken, subscribed and sworn to before me this 20 day of September 2011

By Commission Expires 7-23-2013

(Seal)

NOTARIAL SEAL  
VICKI CUNCIC - NOTARY PUBLIC  
E. Pittsburgh Boro., Allegheny County  
MY COMMISSION EXPIRES JULY 23, 2013

*Vicki Cuncic*

(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.**

Agency \_\_\_\_\_  
REQ.P.O.# \_\_\_\_\_

**BID BOND**

Aqua Pool, Inc.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_  
of East Pittsburgh, Pennsylvania, as Principal, and Hudson Insurance Company  
of New York, New York, a corporation organized and existing under the laws of the State of  
Delaware with its principal office in the City of New York, NY, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblgee, in the penal sum of Five Percent----- (\$ 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  
Swimming Pool Replacement-WV Bluestone State Park & Greenbrier State Forest

**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 Oblgee 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  
20th day of September, 20 11.

Principal Corporate Seal

Aqua Pool, Inc.

(Name of Principal)

By

(Must be President or  
Vice President)

*Vice President*

(Title)

Hudson Insurance Company

(Name of Surety)

Surety Corporate Seal

James C. Carlins, Attorney-in-Fact

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



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Richard J. Taylor,
James C. Carlins and Anthony P. Lekse

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 1st day of June, 2010 at New York, New York.

(Corporate seal)

Attest... Peter H. Lovell, Corporate Secretary



HUDSON INSURANCE COMPANY

By... Michael P. Gleeson, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 1st day of June, 2010 before me personally came Michael P. Gleeson to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he stated his name hereto by like order.

(Notary Seal)



ALICIA T. MCKINNEY
Notary Public, State of New York
No. 01MC6212495
Qualified in New York County
Commission Expires October 13, 2013

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

CERTIFICATION

The undersigned Peter H. Lovell hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 20th day of September, 20 11.

(Corporate seal)

By... Peter H. Lovell, Corporate Secretary



RFQ No. DNRB12003

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: AQUA POOL, INC.

Authorized Signature: *[Signature]* Date: 9-20-11

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 20 day of September, 2011.

My Commission expires 7-23, 2013.

**AFFIX SEAL HERE**

NOTARY PUBLIC  
COMMONWEALTH OF PENNSYLVANIA  
**NOTARIAL SEAL**  
VICKI CUNCIC - NOTARY PUBLIC  
E. Pittsburgh Boro., Allegheny County  
MY COMMISSION EXPIRES JULY 23, 2013

*Vicki Cuncic*