

Camp Creek State Park  
Pedestrian Bridges and Walkway

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-1

Name of Bidder:

Allegheny Restoration & Bldgs Inc.

Address of Bidder:

PO Box 18032  
270 Lakewood Ctr.  
Morgantown WV 26507 (26508)

Phone Number of Bidder:

304-594-2570

WV Contractors License No.

WV 001959

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.

RECEIVED

2012 NOV -1 AM 10:06

WV PURCHASING  
DIVISION

BID RECEIVED LATE

Buyer Julie Whittle 44

Witness Roberta Wagner

DISQUALIFIED

**Camp Creek State Park  
Pedestrian Bridges and Walkway**

**DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL-2**

**Base Bid**

The Base Bid shall consist of the construction of two (2) steel pedestrian bridges and an approximately 300' timber pedestrian walkway and ancillary work as detailed by the contract documents.

Base Bid: (Written In Numbers)

Item	Unit	Quantity	Bid Price
Mobilization	LS	1	\$ <u>11,413.60</u>
Clearing and Grubbing	LS	1	\$ <u>5,631.58</u>
Earthwork/Embankment	CY	53 (474.69/cy)	\$ <u>25,158.57</u>
Cast-In-Place Concrete	CY	26 (2,263.45/cy)	\$ <u>58,849.70</u>
Walkway	SF	1460 (18.26/sf)	\$ <u>26,659.60</u>
Steel Truss No. 1	LS	1	\$ <u>39,934.48</u>
Steel Truss No. 2	LS	1	\$ <u>28,891.11</u>
Asphalt Paving	Ton	8 (91.78/ton)	\$ <u>734.24</u>
Foundation Protection	CY	41 (262.94/cy)	\$ <u>11,832.30</u>
Aggregate Base Course	CY	8 (664.16/cy)	\$ <u>5,313.28</u>
<b>Total: (Written in Numbers)</b>			\$ <u>214,418.46</u>

**Total: (Written In Words)** Two Hundred Fourteen Thousand Four Hundred Eighteen and 46/100.

Camp Creek State Park  
Pedestrian Bridges and Walkway

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-3

The contract award shall be based on the lowest base bid.

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be completed within 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 \$100 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

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	10/02/12
2	10/24/12

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

Respectfully submitted:

Date:

WV Vendor Registration Number:

By: (signature in ink)

Title:

Firm Name:

Firm Address:



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	10/02/12
2	10/24/12

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

Respectfully submitted:


Date:

10/31/12

WV Vendor  
Registration Number:

709012901

By: (signature in ink)



Title:

Vice President

Firm Name:

Allegheny Restoration & Bldgs Inc

Firm Address:

PO Box 18032 (270 Lakewood dr)  
Morgantown WV 26507 (26508)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DNR213029**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal 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.

Allegany Restoration Builders Inc.  
 Company  
  
 Authorized Signature  
10/31/12  
 Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Allegheny Restoration and Builders, Inc.  
of Morgantown, WV, as Principal, and Westchester Fire Insurance Company  
of Philadelphia, PA, a corporation organized and existing under the laws of the State of  
PA with its principal office in the City of Philadelphia, 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  
DNR213029 - Camp Creek State Park Pedestrian Bridge and Scenic Walkway Replacement - According to Plans &  
Specifications

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  
31st day of October, 2012.

Principal Corporate Seal

Allegheny Restoration and Builders, Inc.  
(Name of Principal)

By: [Signature]  
(Must be President or  
Vice President)

Vice President  
(Title)

Surety Corporate Seal

Westchester Fire Insurance Company  
(Name of Surety)

By: [Signature]  
Patricia A. Moye, WV Resident Agent 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

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

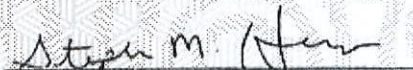
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Allan L. McVey, Gregory T Gordon, Kimberly Jean Wilkinson, Larry D Kerr, Patricia Ann Moye, all of the City of CHARLESTON, West Virginia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Four million dollars & zero cents (\$4,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of April 2011.

WESTCHESTER FIRE INSURANCE COMPANY



  
Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

On this 15 day of April, AD. 2011 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



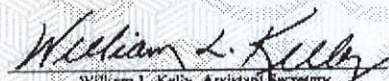
COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires September 26, 2014

  
Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 31<sup>st</sup> day of October 2012



  
William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 15, 2013.





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

**Solicitation**

NUMBER
DNR213029

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES  
 PARKS & RECREATION SECTION

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

DATE PRINTED
09/13/2012

BID OPENING DATE: 10/16/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
PEDESTRIAN BRIDGE AND WALKWAY REPLACEMENT  THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES IS SOLICITING BIDS FOR THE REPLACEMENT OF TWO (2) PEDESTRIAN BRIDGES AND A WALKWAY AT CAMP CREEK STATE PARK.  BIDDING DOCUMENTS CONSIST OF REQUEST FOR QUOTATION, PLANS AND SPECIFICATIONS.  REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING:  FRANK WHITTAKER, SENIOR BUYER WEST VIRGINIA PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 TELEPHONE: 304-558-2316  PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING  RANDOLPH ENGINEERING CO., INC. 4414 TEAYS VALLEY ROAD SCOTT DEPOT, WV 25560 TELEPHONE: 304-757-9217  A NON-REFUNDABLE DEPOSIT OF \$60.00 IS REQUIRED FOR PLANS AND SPECIFICATIONS.						

SIGNATURE	TELEPHONE 3045942570	DATE 10/31/12
TITLE Vice President	FEIN 5507081023	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO SOLICITATION, 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

**Solicitation**

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FRANK WHITTAKER
304-558-2316

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 PARKS & RECREATION SECTION

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

DATE PRINTED
09/13/2012

BID OPENING DATE: 10/16/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ DNR213029 ***** TOTAL						214,418.46

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-594-2570	DATE 10/31/12
TITLE Vice President	FEIN 55-0708623	ADDRESS CHANGES TO BE NOTED ABOVE

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



RFQ No. DNR 213029

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 owned 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; or 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: Allegheny Restoration & Bldrs Inc.  
Authorized Signature: [Signature] Date: 10/30/12

State of West Virginia

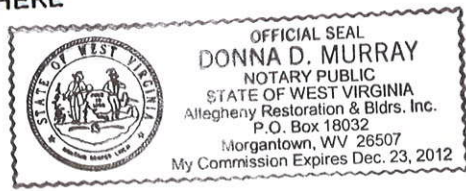
County of Morgan, to-wit:

Taken, subscribed, and sworn to before me this 30 day of Oct, 2012

My Commission expires Dec. 23, 2012

NOTARY PUBLIC [Signature]

AFFIX SEAL HERE

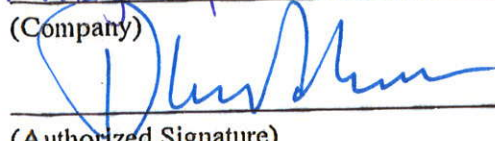


**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Allegheny Restoration & Bldgs Inc.

(Company)



(Authorized Signature)

Thomas Anderson, Vice President

(Representative Name, Title)

304-594-2570      304-594-2810

(Phone Number)

(Fax Number)

10/31/12

(Date)





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

SOLICITATION

NUMBER  
 DNR213029

PAGE  
 1

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 FRANK WHITTAKER  
 304-558-2316

VENDOR

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SHIP TO

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 PARKS & RECREATION SECTION

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

DATE PRINTED

10/02/2012

BID OPENING DATE:

10/31/2012

BID OPENING TIME

1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED DOCUMENTAION.		
				THE ASSOCIATED DRAWINGS ARE TOO LARGE TO POST ON-LINE AND MAY BE OBTAINED BY CONTACTING THE WV PURCHASING DIVISION'S BID DESK AT THE FOLLOWING TELEPHONE NUMBER:		
				1-800-243-7298 OR 1-800-BIDS2WV		
0001	1	LS		968-42		
				PEDESTRIAN BRIDGE AND WALKWAY REPLACEMENT		

SIGNATURE

*[Handwritten Signature]*

TELEPHONE

304 594 25 20

DATE

10/31/12

TITLE

Vice President

FEIN

55-0708623

ADDRESS CHANGES TO BE NOTED ABOVE

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



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 Purchasing Division  
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 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397

DATE PRINTED
10/24/2012

BID OPENING DATE: 10/31/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED DOCUMENTAION.		
0001	1	LS		968-42		
				PEDESTRIAN BRIDGE AND WALKWAY REPLACEMENT		
***** THIS IS THE END OF RFQ DNR213029 ***** TOTAL:						214,418.46

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-594-2570	10/31/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Vice President	550708623	

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