

VENDOR

SIGNATURE

TITLE

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

# Solicitation \_\_\_\_

:	NUMBER
D	NRB13064

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

GUY NISBET 304-558-8802

DIVISION OF NATURAL RESOURCES
JOBSITE
SEE SPECIFICATIONS

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

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58-2667955

TELEPHONE 304-487-39/2 DATE

ADDRESS CHANGES TO BE NOTED ABOVE

2-19-13



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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P	AC.	36	
	17.		

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DIVISION OF NATURAL RESOURCES SHIP JOBSITE SEE SPECIFICATIONS

12/27/ BID OPENING DATE:	2012	00/01/	2012				DID	ODEN	ING TI	MD 1.	3.0 PM
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# INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids.
  Please read these instructions and all documents attached in their entirety. These instructions provide
  critical information about requirements that if overlooked could lead to disqualification of a Vendor's
  bid. All bids must be submitted in accordance with the provisions contained in these instructions and
  the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

[	1	A pre-bid meeting will not be held prior to bid opening.	
[	1	A NON-MANDATORY PRE-BID meeting will be held at the following place and time:	_
[ 🗸	1	A MANDATORY PRE-BID meeting will be held at the following place and time:	
		January 23, 2013 at 1:30 PM. EST	
		Twin Falls Resort State Park Lodge	
		RR.97	
		Mullens, WV. 25882-0667	
			13

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

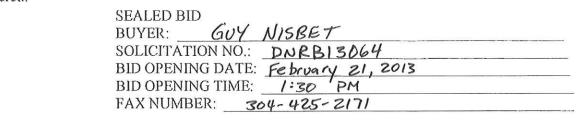
January 31, 2013 at 2:00PM. EST.

Guy Nisbet, Senior Buyer
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305
Fax: 304.558.3970
Email: Guy.L.Nisbet@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East P.O. Box 50130, Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:



In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus \_\_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: February 21, 2013 at 1:30 PM. EST.

Bid Opening Location:

Department of Administration, Purchasing Division 2019 Washington Street East P.O. Box 50130, Charleston, WV 25305-0130

- 8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- BID FORMATTING: Vendor should type or electronically enter the information onto its bid to
  prevent errors in the evaluation. Failure to type or electronically enter the information may result
  in bid disqualification.

# **GENERAL TERMS AND CONDITIONS:**

- CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division
  Director, or his designee, and approved as to form by the Attorney General's office constitutes
  acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's
  signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions
  contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

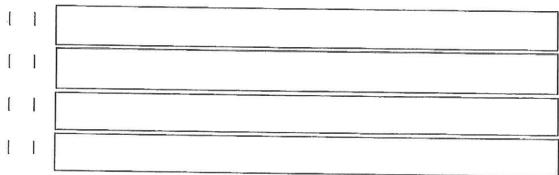
3,			TRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in ance with the category that has been identified as applicable to this Contract below:
	1	1	Term Contract
			Initial Contract Term: This Contract becomes effective on
			and extends for a period ofyear(s).
			Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.
			Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.
	IV	(	Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within one hundred twenty (120) days
2	-	1	One Time Purchase: The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
	1	1	Other: See attached.

- 4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
- 5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
  - Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
- 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
  - BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

11	in the amou	IANCE BOND: The apparent successful Vendor shall provide a performance bond ant of The performance bond must be received by the Purchasing Division prior to Contract award. On construction e performance bond must be 100% of the Contract value.
√	labor/materi	ATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a all payment bond in the amount of 100% of the Contract value. The labor/material and must be issued and delivered to the Purchasing Division prior to Contract award.
certific or irre same labor/	ed checks, ca vocable letter schedule as	ond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide shier's checks, or irrevocable letters of credit. Any certified check, cashier's check, of credit provided in lieu of a bond must be of the same amount and delivered on the the bond it replaces. A letter of credit submitted in lieu of a performance and nent bond will only be allowed for projects under \$100,000. Personal or business ptable.
1 1	maintenance	ANCE BOND: The apparent successful Vendor shall provide a two (2) year bond covering the roofing system. The maintenance bond must be issued and the Purchasing Division prior to Contract award.
<b> √</b>		S' COMPENSATION INSURANCE: The apparent successful Vendor shall have workers' compensation insurance and shall provide proof thereof upon request.
<b> √ </b>		CE: The apparent successful Vendor shall furnish proof of the following insurance ntract award:
	( 🗸 )	Commercial General Liability Insurance: \$1,000,000.00 or more.
	[ \[ \]	<b>Builders Risk Insurance:</b> builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
	[ ]	
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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.



The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount

\$250.00 per day	for each day completion is delayed beyond the 120 days.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

- failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code 21-5A-1 and available 88 et seq. at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

- requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <a href="http://www.state.wv.us/admin/purchase/vrc/hipaa.html">http://www.state.wv.us/admin/purchase/vrc/hipaa.html</a> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY: The Vendor agrees that it 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.
- 40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondiclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

- 42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.
- 43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
  - Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
  - [ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at <u>purchasing.requisitions@wv.gov</u>.
- 51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

- 52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
  - a. "State Contract Project" means any crection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
  - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

# ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: MAIN	STREET	BUILDERS	LLC
Contractor's License No.	wet ask	0111	

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

- 2. DRUG-FREE WORKPLACE: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
- 3. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- 4. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.
  - c. Required Information. The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor
- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
- iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. Substitution of Subcontractor. Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
  - i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

# ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)

- PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available
  for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or
  other work related to the plans and drawings.
- 2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
  - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
- 3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
- 4. AIA DOCUMENTS: Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

## STRUCTURAL BEAM REPAIRS TWIN FALLS STATE PARK

### DIVISION OF NATURAL RESOURCES

INVITATION TO BID-1

The Division of Natural Resources, Parks and Recreation, requests bids for structural repairs of the Structural Beam Repairs, Twin Falls State Park, Wyoming County, West Virginia.

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

Request for quotations may be obtained by contacting:

Guy Nisbet, Senior Buyer WV. Purchasing Division 2019 Washington Street, East Charleston, WV. 25305 304.558.8802 purchasing.requistions@wv.gov

Plans and specifications may be obtained by contacting:

Chapman Technical Group 200 6th Avenue St. Albans, WV 25177 Telephone: 304-727-5501

Fax Number: 304-727-5580

A non-refundable deposit of \$100.00 is required, plus shipping and handling for sets that are mailed.

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.

**INFORMATION FOR BIDDERS-1** 

# INFORMATION FOR BIDDERS

# 1. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

# 2. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Guy Nisbet, Purchasing Division, 2019 Washington Street, East, Charleston, West Virginia, 25305 and to be given consideration must be received by the date of the cut-off for technical questions as indicated in Solicitation.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than five (5) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

## 3. Substitutions

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Guy Nisbet, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received by the date of the cut-off for technical questions as indicated in Solicitation.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufactures, suppliers, distributors or

# STRUCTURAL BEAM REPAIRS TWIN FALLS STATE PARK

### DIVISION OF NATURAL RESOURCES

### INFORMATION FOR BIDDERS-2

subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation shall include the following as well as other information:

- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product will not be considered a complete submission.
- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufactures original product data information, no faxes or copies will be accepted.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Bidder's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Burden of proof of merit of requested substitution is upon the submitter. Any request not including all of the required information will be considered incomplete. Incomplete requests shall be rejected. The Engineer has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All addenda so issued shall become part of the Contract Documents.

11015.03 MAY 2012

# DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-2Revised

Name of Bidder:

MAIN STREET BUILDERS, LLC

Address of Bidder:

BOX 309 PO S. WALKER ST

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.

# Base Bid

The Base Bid will consist of the replacement of a structural floor beam along with repair of the adjacent structure and finishes.

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

\$ 196,000.00

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

ONE HUNDRED NINETY SIX THOUSAND AND NO 100 1005-

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

11015.03 MAY 2012

# DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-2Revised

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.

# **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.

MAIN STEER (Company)	T 60	VILOEI	25, 12	U .
A. 1	ll		an	
Authorized Signatur	•		0.700	
M. ADAM (Representative Nan		IER	-MEN	IBEL
304-487-3	912	30	04-425	-21
(Phone Number)		(Fax N	ımber)	

WV-75 Greated 07/18/12



# State of West Virginia

# PURCHASING DIVISION

# Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any Individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's hid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identity the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

# Errors That Shall Be Reason for Immediate Bid Disqualification

- Failure to attend a mandatory pre-bid meeting
- 2. Failure to sign the bid
- 3. Failure to supply West Virginia contractor's license # on bid
- 4. Failure to supply a signed drug free workplace affidavit with the bld
- 5. Failure to supply a valid bid bond or other surely approved by the State of West Virginia
- 6. Failure to meet any mandatory requirement of the RFQ
- 7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
- 8. Failure to submit bid prior to the bid opening date and time
- 9. Federal debarment
- 10. State of West Virginia debarment or suspension

# Errors that May Be Reason for Bid Disqualification Before Contract Award

- 1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
- 2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
- 3. Not registered as a vendor with the State (must be cured prior to award)
- 4. Failure to obtain required bonds and/or insurance.
- 5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
- 6. Failure to use the provided RFQ form (only if stipulated as mandatory).



# 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 BULDERS, UC; and, (Company Name)
2. I do hereby attest that MAIN STREET BULDELS, UC (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D-5.
The above statements are sworn to under the penalty of perjury.
MAIN STREET BUILDERS, LLC (Company Name)
By: L. Man
Title: MEMBER
Date: Z-19-13
Taken, subscribed and sworn to before me this 19th day of February 2013.
By Commission expires April 11, 2018
OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA SANDRA D. BAXTER 104 SKYLARK LANE (Notary Public)
THIS AFFIDAVE PRINCETON, WV 24740 THIS AFFIDAVE PRINCES POR SUPERITY OF 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.
Rev March 2009

1	Divisi	on of Natural Resources
Agency	Par	ks & Recreation Section
REQ.P.		DNRB13064

# **BID BOND**

KNOW ALL MEN BY THES	SE PRESENTS, That we,	Main Street Builders, LLC				
of P.O. Box 309		/ 24740	, as Principal, and _	International Fidelity Insurance		
Company of Newark	New Jersey	, a corporation org	anized and existing	under the laws of the State of		
New Jersey with its principal of	office in the City ofNe	ewark	, as Surety, are held	d and firmly bound unto the State		
of West Virginia, as Obligee, in the p	penal sum offive perce	nt of bid	(\$5%	) for the payment of which,		
well and truly to be made, we jointly	and severally blod oursel	ves, our heirs, admi				
				e Purchasing Section of the		
Department of Administration a certain				nter into a contract in writing for		
structural beam repairs at Tv	win Falls Resort State Pa	rk per specifications	3			
NOW THEREFORE						
NOW THEREFORE,	alad as					
(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 h	nands and seals, an	d such of them as are corporations		
have caused their corporate seals to						
21st day of February			, ,			
Principal Corporate Seal			Main Street Builder	rs, LLC		
Timopa. Corporate Cost				Name of Principal)		
			Ву	litzan		
				Must be President or		
			,	Vice President)		
			Mearbe	(Tille)		
				* *		
Surety Corporate Seal				y Insurance Company Name of Surely)		
		ž	ву:	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.

Tel (973) 624-7200

# 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, ROSBANN 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, stature, 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.

1904

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

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 the 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.

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 HOMB 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 21st day of February, 2013

aria H. Seranco Assistant Secretary

	Agency REQ.P.O#
	BID BOND
	t, the undersigned,
	as Principal, and
	, a corporation organized and existing under the laws of the State of
	as Surety, are held and firmly bound unto the State
	(\$) for the payment of which,
well and truly to be made, we jointly and severally bind ourse	elves, our heirs, administrators, executors, successors and assigns.
The Condition of the above obligation is such that w	whereas the Principal has submitted to the Purchasing Section of the
THE CONTRACTOR CONTRACTOR OF THE PROPERTY OF T	hed hereto and made a part hereof, to enter into a contract in writing for
NOW THEREFORE,	
hereto and shall furnish any other bonds and insurance requi agreement created by the acceptance of said bid, then this o	shall enter into a contract in accordance with the bid or proposal attached ired by the bid or proposal, and shall in all other respects perform the obligation shall be null and void, otherwise this obligation shall remain in full the liability of the Surety for any and all claims hereunder shall, in no event,
The Surety, for the value received, hereby stipulate way impaired or affected by any extension of the time within waive notice of any such extension.	s and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby
IN WITNESS WHEREOF, Principal and Surety have have caused their corporate seals to be affixed hereunto and	re hereunto set their hands and seals, and such of them as are corporations of these presents to be signed by their proper officers, this
day of, 20	
Principal Corporate Seal	(Name of Principal)
	(Must be President or
	Vice President)
	(Tille)
Surahi Canagata Saal	,
Surety Corporate Seal	(Name of Surety)
	В
	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 PREPARATION INSTRUCTIONS

(A)

(C)

(D) (E)

(F)

(G)

(H)

(1) (J)

(K)

(L)

(M)

(N)

(O) (P)

(Q)

(R)

(S)

(T)

(U)

(V)

(W)

NOTE:

		AGENCY(A)			
		RFQ/RFP#(B)			
WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1) Your Company Name City, Location of your Company State, Location of your Company Surety Corporate Name City, Location of Surety State, Location of Surety State, Location of Surety State of Surety Incorporation City of Surety Incorporation Minimum amount of acceptable bid bond is 5% of total bid. You may state	as Principal, and	RFQ/RFP#(B)  and RESENTS, That we, the undersigned, D			
"5% of bid" or a specific amount on	(M)				
this line in words.					
Amount of bond in figures Brief Description of scope of work	NOW THEREFORE.				
Day of the month	(a) If said bid shall be rejected, or	r			
Month	(b) If said bid shall be accepted and the Principal shall enter into a				
Year	contract in accordance with the bid or prop	osal attached hereto and shall furnish			
Name of Corporation	any other bonds and insurance required by the bid or proposal, and shall in all				
Raised Corporate Seal of Principal	other respects perform the agreement create	ed by the acceptance of said bid then			
Signature of President or Vice President	this obligation shall be null and void, otherwise this obligation shall remain in ful force and effect. It is expressly understood and agreed that the liability of the				
Title of person signing	Surety for any and all claims hereunder sha				
Raised Corporate Seal of Surety	amount of this obligation as herein stated	,,			
Corporate Name of Surety	The Surety for value received, hereby stipulates and agrees that the				
Signature of Attorney in Fact of the	obligations of said Surety and its bond shal				
Surety	any extension of time within which the Obl				
Dated, Power of Attorney with Raised	Surety does hereby waive notice of any suc	h extension.			
Surety Seal must accompany this bid	hands and seals, and such of them as are co	pal and Surety have hereunto set their			
bond.	seals to be affixed hereto and these presents	s to be signed by their proper officers			
	this(N) day of(O)	. 20 (P)			
	Principal Corporate Seal	(Q)			
		(Name of Principal)			
	(R)	By(S)			
_	e e	(Must be President or			
e e e e e e e e e e e e e e e e e e e		Vice President) (T)			
		Title			
	(U)	1,110			
	(0)				

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

Surety Corporate Seal

(V) (Name of Surety)

(W) Attorney-in-Fact

RFQ No. DNRB 13064

Purchasing Affidavit (Revised 07/01/2012)

# STATE OF WEST VIRGINIA Purchasing Division

# PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

### **DEFINITIONS:**

WITNESS THE FOLLOWING SIGNATURE:

OFFICIAL SEAL

NOTARY PUBLIC
STATE OF WEST VIRGINIA
SANDRA D. BAXTER
104 SKYLARK LANE
PRINCETON, WV 24740
My Commission Expires April 22, 2018

"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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

# Vendor's Name: MAIN STREET BUILDERS, LLC Authorized Signature: Date: Z-19-13 State of West Virginia County of Merrer, to-wit: Taken, subscribed, and sworn to before me this 19th day of February, 2013. My Commission expires April 12, 2018. AFFIX SEAL HERE NOTARY PUBLIC Aandra S. Anuter

### ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: DNRB13064

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.

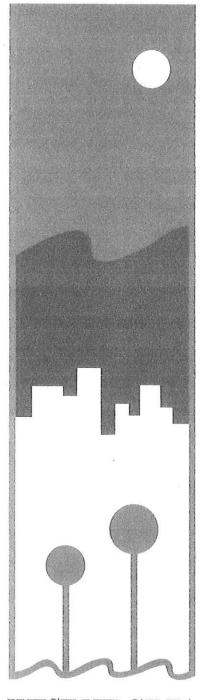
# Addendum Numbers Received: (Check the box next to each addendum received) Addendum No. 6 Addendum No. 2 Addendum No. 7 Addendum No. 3 Addendum No. 8 Addendum No. 4 Addendum No. 9 Addendum No. 5

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

Addendum No. 10

Company Authorized Signature

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



# WEST VIRGINIA CONTRACTOR LICENSING BOARD

# **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, 2012

AUGUST 07, 2013

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 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 transforrable 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.

atL006 v.3 L0413538048



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

NUMBER DNRB13064 PAGE 1

2-19-13

ADDRESS CHANGES TO BE NOTED ABOVE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

GUY NISBET 304-558-8802

\*117142357 304-487-3912 MAIN STREET BUILDERS LLC VEZDOR PO BOX 309 PRINCETON WV 24740

SHIP

Solicitation

DIVISION OF NATURAL RESOURCES JOBSITE SEE SPECIFICATIONS

DATE PRINT 01/28/ ID OPENING DATE:	2013	2/21/	2013		Ď.	RTD (	OPENING TI	MF 1.	2.0.DM
LINE	QUANT		UOP	CAT, NO.	ITEM NUN		UNIT PRI		AMOUNT
	STRUCTU	RAL B	EAM R	EPAIF	ADDENDUM R TWIN FA S ISSUDED DOR COMMU	LLS STA	TE PARK, LISH THE A	TTACHE	
001	GENERAL	1	LS TRUCT	ION/F	968-42 EPAIRS	_			
	****	THIS	IS T	HE EN	D OF RFQ	DNRB13	)64 *****	TOTAL:	
INATURE -	JLC.						-487-391		

58-2667955

# SOLICITATION NUMBER: Addendum Number:

DNRB13064

No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category	ory:
------------------------------	------

	Modify bid opening date and time
[ 🗸 ]	Modify specifications of product or service being sought
[1]	Attachment of vendor questions and responses
[ 🗸 ]	Attachment of pre-bid sign-in sheet
[ ]	Correction of error
1/1	Other

### **Description of Modification to Solicitation:**

The Addendum for the WVDNR Twin Falls State Park, structural beam repair issued to publish the following information to the vendor community.

- Changes in Instructions to Bidders.
   Technical Question deadline extended to: February 04, 2013 at 3:00 PM. EST.
- 2. Pre-Bid Information and clarifications.
- 3. Copy of Abatement report
- 4. List of Pre-Bid attendees.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

#### **Terms and Conditions:**

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

### ATTACHMENT A

#### **ADDENDUM NUMBER 1**

Twin Falls State Park Structural Beam Repairs RFQ # DNRB13064

Dated: January 23, 2013

This Addendum forms a part of the Contract Documents and modifies the original bidding documents as noted below.

This Addendum consists of thirty-three (33) pages.

Changes in <u>Instructions to Bidders</u>

The last day for technical questions has been extended to February 4, 2013

Pre-Bid Conference Information and Clarifications:

Attendees: See attached sign-in sheet(s).

All questions regarding this project must be submitted in writing to the Division of Purchasing, per the instructions in the project manual. Addenda will be only issued by the Division of Purchasing.

The Pre-Bid Conference was intended to provide a general introduction to the project and the site conditions. Only responses included in formal Addenda shall be relied upon as requirements of the project. This includes discussion during the meeting or any dialogue with representative of the WV DNR Engineering, Twin Falls State Park, or the Design Team.

- Recent changes have been made to the state purchasing "Instructions to Vendors and Terms and Conditions" related to bidding. Contractors should pay careful attention to these changes. Also noted: contractors should closely follow all instructions to bidders when filling out bid forms and providing supplemental information.
- 2. It was specifically mentioned that the apparent low bidders will be required to provide a list of subcontractors within 24 hours of bid opening.
- 3. Clarification on date of substitutions as outlined in the Information to Bidders "Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Park and Recreation Section, c/o Guy Nisbet, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received by the date of the cut-off for technical questions as indicated in Solicitation."
- 4. Contractor is responsible for any necessary B&O taxes if Work is located within limits that require them.

- 5. This is a prevailing wage project.
- 6. The Twin Falls lodge, amenities, and especially the restaurant above the Work will remain open for business during this beam repair work.
- 7. Be courteous of guest and staff. 'Quite' times need to be respected. Coordinate any utility disruptions, anticipated noise, and any other disruptions to the "normal" routine of the Park, the Lodge, and the amenities with Scott Durham, Park Superintendent, or Tara Sheets, Assistant Park Superintendent, or other Park personnel as needed.
- Contractor is responsible for protecting the building and its contents from moisture, dust, etc. entering the building due to this Work. Any issues resulting from areas being unprotected will be the responsibility of the contractor.
- Contractor is permitted to splice new steel beam but sections shall be full penetration welder together.
- 10. The shoring plans must be submitted and sealed by a WV Professional Engineer. It is the contractor's responsibility to determine the best method of shoring.
- 11. Access for Park vendors must be maintained at all times. Coordinate with Park personnel on schedules and deliveries.
- 12. Safety and security of guests, staff personnel, and the building/contents must be maintained at all times.
- 13. Any Testing and Obtaining of any Licenses, permits, certifications, and warranties will be the responsibility of the contractor.
- 14. Park electricity may be available. Space for a small construction trailer and/or dumpster is available. Contractor is responsible for providing own dumpster and removal of Work trash. Contractor is responsible for their own toilet provisions.
- 15. Copy of the Abatement report is attached.
- 16. List of pre-bid attendees is attached.

End of Addendum

JOB # 12-656

DATE 11/12/2012 - 11/16/2012

LOCATION
WV DNR Twin Falls Resort
Nature Center & Moch Pro

Nature Center & Mech. Rm Rt 97 Mullens, WV 25882

### West Virginia



NOTIFICATION OF ABATEMENT, DEMOLITION, OR RENOVATION
OFFICE USE ONLY

Date: 11/19/2012

Date: 11/19/2012			Date Rec'd:	-11.02 0	Check No:
			Postmark Date:		
Operator Project No:	12-656		Notification No:		Paid By: Amount: \$
Type of Notification:		Inc			
☐ Original	Ø	R2 kevision (Highlight o	Changes)		Cancellation
Type of Operation:  Demoi:	tion	☐ Ordered Dem	olition 🖸	Renovation	☐ Emergency Renovation
Facility Owner:					Lineigency Renovation
Name: WV DNR, Par	ke & Daara	atio-			
Address: 324 4th Ave		allon			
City: South Charlesto	n	· · · · · · · · · · · · · · · · · · ·	ate: WV	71 00	
Contact: Brad Leslie			ate. VVV	Zip: 25:	
	n			Phone:	304-558-2764 X 51823
Facility Description:		e n Ben			
Name: Twin Falls Re	sort				
Address: Rt 97			City: Mu		
County: Wyoming			Location V	Within Facility:	Storage Area & Mech. Rm
Building Size (Sq. Ft.):			Number of	f Floors: 2	Age: 70+
Present Use:	Resort		Prior use:	F	Resort
sbestos Contractor:					
Name: Astar Abateme	ent, Inc.			Ashaatan O-	
Address: PO Box 13533				Aspestos Con	tractor Lic. #: AC001440
City: Sissonville		Sta	ite: WV	Zip: 253	60
Contact: Roger Pritt				-	
ther Contractor:				Phone:	304-343-5950
Name:					
			×	W۱	/ Contractor Lic. #:
Address:	<del></del>	C).	45.		
Contact:		Sia	te:	Zip:	
				Phone:	
uilding Inspection:					
Inspection Date:1	10/11/2012				
Asbestos Inspection By:		Jeff Bailey		WV License #:	Al006984
Lab:	EM La	ab P&K		Analysis By:	ID #982451
Procedure Used to Detect	Presence of	Asbestos:	PLM	#0 T T T T T T T T T T T T T T T T T T T	1000001
Is Asbestos Present at 1%		☑ YES C	J NO		
Project Designer:		ırtis Johnson		WV License #;	AD003123
Air Monitor:	Arvi	in Gibbs		WV License #:	AA002069
hedule:					
Asbestos Removal:	Start:	12/3/2012	Completion:	12/7/2012	
Demo/Renovation:	Start:		Completion:	THITTE	
Abatement Work Hours:	7: AN	1 - 5:PM	Work Days:	MTUWTHE	- PA CII
Demo Work Hours:			Work Days:		SA SU
			TOIR Days.	MIUWIHF	SA SU

admings of all an ensoliable illiancial D	ourden.		nsafe condition, would cause equipment
Jemolition Ordered by Government Age	епсу:		
Agency:	N/A		
Name:		Title:	
Date of Order:		Date Order t	Begin:
(Copy of order must be attached.)	-	0.00 01001 (	- Dogai.
Types of ACM:			
Asbestos Containing Material To Be Remo	ved:	Cat. 1 & II Non-friab	e ACM NOT To Be Removed:
Type(s): Floor Tile & Mass	tic	Type(s):	O NOW NOT TO Be Removed;
Pipes (Ln. Ft.): % Asbes	stos:	Pipes (Ln. Ft.):	% Asbestos:
Area (Sq. Ft.): 384 % Asbes	stos: 3%	Area (Sq. Ft.):	
Other (Cu. Ft.): % Asbes		Other (Cu. Ft.):	% Asbestos:
			% Asbestos:
Description of Planned Demolition or Renov	vation Work and M	ethod(s) to be used:	
OSHA Class II procedures including criti	to all leavesters and a set		
Active ciess is brocedures inciding cut	cai parriers, barri	cade tape and wet me	thods.
escription of Procedures to be used to Collect removal techniques, double bag ACI	M in pre-laheled a	sbestos bags with ge	nerator label attached
ispose of ACM at an EPA approved asb	estos landfill		
escription of procedures to be followed in tumbled, pulverized or reduced to powder:			nd or previously nonfriable ACM becomes
escription of procedures to be followed in tumbled, pulverized or reduced to powder: op all activities, Notify the Owner, and o			d or previously nonfriable ACM becomes
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aste-Transporter: Name: Dependable Roll-off Address: PO Box 1343	establish proper r	emoval methods.	
nste-Transporter: Name: Dependable Roll-off Address: PO Box 1343 City: Ashland	establish proper r	emoval methods.  KY Zip:	41105
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op all activities, Notify the Owner, and one aste-Transporter: Name: Dependable Roll-off Address: PO Box 1343 City: Ashland Contact: Linda Strickland	establish proper r	emoval methods.  KY Zip:	41105
op all activities, Notify the Owner, and one aste-Transporter:  Name: Dependable Roll-off Address: PO Box 1343  City: Ashland  Contact: Linda Strickland  aste Disposal Site:  Name: Green Valley Environmental	establish proper r	emoval methods.  KY Zip:	41105 ne: 606-324-7837
op all activities, Notify the Owner, and one aste-Transporter:  Name: Dependable Roll-off Address: PO Box 1343  City: Ashland  Contact: Linda Strickland  aste Disposal Site:  Name: Green Valley Environmental	establish proper r	emoval methods.  KY Zip:	41105 ne: 606-324-7837
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### West Virginia



NOTIFICATION OF ABATEMENT, DEMOLITION, OR RENOVATION
OFFICE USE ONLY
Date Rec'd: Check No:

Date: 11/9/2012			Data	Double.	OFFICE		
				Rec'd:		Check No:	
Operator Project No: 12-	656			nark Date cation No		Paid By:	
		•	Liaoun	Cation No		Amount: \$	
Type of Notification:  ☐ Original	□ Revi	sion (Highlight C	hanges)		0	Cancellation	
Type of Operation: ☐ Demolition	0	Ordered Demo	olition	2	Renovation	☐ Emerg	gency Renovation
Facility Owner:							
Name: WV DNR, Parks & R	ecreation	ie.		•0	38		
Address: 324 4th Ave		<del></del>			<del></del>		
City: South Charleston		Sta	ate:	WV	Zip: 25	303	5 E 200 B
Contact: Brad Leslie			-		Phone:	304-558-2764	V E4022
Facility Description:						004-000-2104	7 X 31023
Name: Twin Falls Resort							
Address: Rt 97				City: M	ullens		-
County: Wyoming					Within Facility:	Storage Area	R Mach Day
Building Size (Sq. Ft.):	4000			Number			70+
Present Use: Resor	t			Prior use		Resort	
bestos Contractor:						1400014	
Name: Astar Abatement, Inc.	s.				Ash 0	a Accessor and a second	
Address: PO Box 13533					Aspestos Co.	ntractor Lic. #:	AC001440
City: Sissonville		Stal	te: WV		Zip: 25:	360	
Contact: Roger Pritt					Phone:		
Other Contractor:					FIIONS,	304-343-5950	
Name:							
Address:					W	V Contractor Li	o. #:
City:	Pide more	Stat	<u> </u>			<u> </u>	
Contact:		- Olai	G		Zip:		
					Phone:		
uilding Inspection:							
Inspection Date: 10/11/2							
Asbestos Inspection By: Lab:		Bailey	-		WV License #	: Al006	984
Procedure Used to Detect Preser	M Lab P	SK	PR		Analysis By:	ID:	#982451
Is Asbestos Present at 1% or Gre	otor:		PLM				
Project Designer:		☑ YES □  Johnson	NO		14071: "		
Air Monitor:	Arvin Gi				WV License #		
The state of the s	ALVIII GI	กทอ			WV License #	AA002	1069
hedule:	25						
Asbestos Removal: Sta		HOLD		pletion:	HOLD		
Demo/Renovation: Sta	art:		Com	pletion:			
Abatement Work Hours:	7:AM - 5	PM	Work	Days:	MTUWTH	F SA SU	
Demo Work Hours:			Work	Davs.	M TUW TH	E SA SII	

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emolition Ordered	by Government Agenc	y:				
Agency:		N/A				
Name:			Title			
Date of Order:		_	Date	Order to Begi	n:	
(Copy of order mi	ist be attached.)					
Types of ACM:	Material T. D. D.					
Type(s):	Material To Be Removed	;	Cat. I & II N	on-friable ACM	NOT To Be Rem	loved:
Pipes (Ln. Ft.):	Floor Tile & Mastic		Type(s):			
	% Asbestos		Pipes (Ln. F		% Asb	estos:
Other (Cu. Ft.):	70 7 10000103		Area (Sq. Fi		% Asb	estos:
outer (our ray.	% Asbestos	<u>:</u> 1	Other (Cu. F	-t.):	% Asb	estos:
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	dures including critical	Darriers, Darrie	cade tape and	wet methods		
escription of Procedu	res to be used to Comply	with NESHAP	(40CFR61 Sub	part M):		
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ispose of ACM at an	EPA approved asbesto	os landfili				
						-
escription of procedur	es to be followed in the e		pected asbesto	s is found or pr	reviously nonfriabl	e ACM become
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### West Virginia



NOTIFICATION OF ABATEMENT, DEMOLITION, OR RENOVATION
OFFICE USE ONLY

Date: 10/26/2012		Date Rec'd:		Check No:
Outsides Desirat No.	3 450	Postmark Date:		Paid By:
Operator Project No: 1	2-656	Notification, No:		Amount: \$
Type of Notification:  Original	☐ Revision (Highlight	Changes)		Cancellation
Type of Operation:  Demolition	☐ Ordered Der	nolition 🖸	Renovation	Emergency Renovation
Facility Owner:				
Name: WV DNR, Parks &	Recreation			st a n
Address: 324 4th Ave				<del></del>
City: South Charleston		State: WV	Zip: 25:	303
Contact: Brad Leslie			Phone:	304-558-2764 X 51823
Facility Description:				
Name: Twin Falls Resort				
Address: Rt 97		City: Mu	illens.	
County: Wyoming			Within Facility:	Storage Area & Mech. Rm
Building Size (Sq. Ft.):	4000	Number o		Age: 70+
Present Use: Res	ort	Prlor use:		Resort
ibestos Contractor:				
Name: Astar Abatement, I	nc.		Asbestos Con	tractor Lic. #: AC001440
City: Sissonville	S	tate: WV	Zip: 253	80
Contact: Roger Pritt				304-343-5950
Other Contractor:			1 110110.	004-040-0500
Name:			140	
Address:			VV	V Contractor Lic. #:
City:	7 ( ) · · · · · · · · · · · · · · · · · ·	ate:	Zin	
Contact:			Zip:	* 9
			Phone:	
Building Inspection:	10010			
	/2012			
Asbestos Inspection By:  Lab:	Jeff Balley		WV License #:	
Procedure Used to Detect Pres	EM Lab P&K		Analysis By:	ID #982451
Is Asbestos Present at 1% or G		PLM		
Project Designer:	reater: 🗵 YES  Curtis Johnson	□ NO	14071	24/4/TSP-24/5
Air Monitor.			WV License #:	
	Arvin Gibbs		. WV License #:	AA002069
chedule:				
	Start: 11/12/2012 Start:	Completion: _	11/16/2012	
Abatement Work Hours:	7:AM - 5:PM	. Work Days:	мтиштн	F SA SU
Demo Work Hours:		Work Days:	M TII W TU	F CA OU

Emergency Renovation: Date & Hour of Sudden Unexpected Eve	int.	10		
Attach a description of the sudden, unex	pected event and	how this results	in an unsafe o	andition would cause equipment
damage or an unreasonable financial but	rden.			oridicon, would cause equipment
emolition Ordered by Government Ager	ıcy:			
Agency:	N/A			
Name:		Title:		
Date of Order:		Date	Order to Begin:	
(Copy of order must be attached.)				
Types of ACM:				
Asbestos Containing Material To Be Remove	ed:		n-friable ACM	NOT To Be Removed:
Type(s): Floor Tile & Mastic Pipes (Ln. Ft.): % Asbeste		Type(s):		
		Pipes (Ln. Fi		% Asbestos:
Dec. 1992   *** *** *** *** *** *** *** *** ***	Control of the Contro	Area (Sq. Ft.		% Asbestos:
Other (Cu. Ft.): % Asbesto	38:	Other (Cu. F	t.):	% Asbestos:
Description of Planned Demolition or Renova	ation Mork and M.	othod(a) to be w	and:	
	The second of the second	2 89	1 2 1 5 10 1	The state of the s
OSHA Class II procedures including critic	al barriers, barri	cade tane and	vot methode	<del></del>
		and capo and	ivas inenions.	
Description of Procedures to be used to Com	ply with NESHAP	(40CFR61 Sub	part M):	
Wet removal techniques, double bag ACM	in pre-labeled a	sbestos bags v	vith generator	label attached
Dispose of ACM at an EPA approved asbe	stos landfill			
Description of procedures to be followed:				
Description of procedures to be followed in the crumbled, pulverized or reduced to powder:	e event that unex	pected asbestos	is found or pre	eviously nonfriable ACM becomes
Stop all activities, Notify the Owner, and ea	stablish neonor r	amoval motho	da	
to purious and be	stabilett proper r	aurosas mierrior	18.	
Vaste Transporter:				
Name: Dependable Roll-off			19	,
Address: PO Box 1343	<del></del>			
City: Ashland	Chatai	IN	791	
Contact Linda Strickland	State:	KY	Zip: 4110	
			Phone: 6	06-324-7837
Vaste Disposal Site:				•
Name: Green Valley Environmental			ID #:	045-00012
Address: 100 Addington Road				
City: Ashland	State:	KY	Zip: 41102	2
Contact: Patty				06-928-0239
ertification:				
certify that an individual trained in the provisio	one of ACCERGA	Subpart M will b	o on nito durin	the last reconstruction
vidence that the required training has been ac	complished by the	oupart w will be	e on site during	the demolition or renovation and
ours. I further certify that the information cont	tained in the notifi	ication is correct	avaliable for in	spection during normal business
The state of the s	MINOR III GIG HOUN	readon is COTTECT	<b>4</b> .1	
<b>Q</b> .	original and the second			
gnature of Owner/Operator:	1. Dis	(0.5		<b>B</b> 1
	gred i war	ey (BM)		Date: 10/26/2012



## ASBESTOS PROJECT DESIGN

### FOR

# THE REMOVAL OF ASBESTOS CONTAINING PIPING INSULATION, FLOOR TILE & MASTIC AT

WV DNR PARKS & RECREATION
TWIN FALLS RESORT
RT. 97
MULLENS, WV
12-656

Project Designer



This project design is written in conformance with West Virginia's Asbestos Abatement Licensing Rule 64-CSR-63.

- 8.1. Chronological time frame for each facet of abatement activity. SEE NOTIFICATION FOR STARTING & ENDING DATES TIME: 7:30 AM TO 5:30 PM
- 8.2 The name and address of the building or structure where each asbestos abatement project is to occur.

  SEE NOTIFICATION
- 8.3 The name, address, phone number, certificate and license of project designer. CURTIS JOHNSON PO BOX 13533, SISSONVILLE, WV 304-984-4030 CERTIFICATES / LICENSE ATTACHED
- 8.4 Floor Plan showing the project area. SEE ATTACHED
- 8.5 A statement identifying the abatement activity as repair, removal, encapsulation, or enclosure.
  SEE COVER
- 8.6 Floor Plan showing containment, size, entrance, exits, decon, HEPA AFU's, signs and barricade tape.

  SEE ATTACHED
- 8.7 Specifications for the construction of the containment system to separate it from the uncontaminated environment.

PREPARE ALL REGULATED WORK AREAS IN THE ORDER IN WHICH THEY ARE PRESENTED BELOW:

- Shut down and lock out electric power to the work area where applicable. Provide temporary power and ensure safe installation of temporary power services and equipment, as specified in applicable electrical code requirements. Provide temporary and ground-fault interrupt circuits as a power source for electrical equipment. All modifications to the building's electrical system shall be performed by a certified electrician.
- Shut down and isolate heating, cooling, and ventilating air systems such as, but not limited to, fans, air handlers, and unit ventilators to prevent contamination of the units and fiber dispersal to other areas of the building.
- Seal off all ducts (such as, but not limited to, ducts, grilles and diffusers, and any other penetrations of the work area) with 6-mil plastic sheeting sealed with tape



- Construct the worker hygiene facility central to the regulated work area.
- · Post warning signs as required per 29 CFR 1926.1101.

# PREPARE ALL <u>CONTAINED</u> WORK AREAS IN THE ORDER IN WHICH THEY ARE PRESENTED BELOW:

- Shut down and lock out electric power to all work areas where applicable. Provide temporary power and lighting and ensure safe installation of temporary power services and equipment, as specified in applicable electrical code requirements. Provide temporary lighting and ground-fault interrupt circuits as a power source for electrical equipment. A licensed electrician shall perform all modifications to the building's electrical system.
- Shut down and isolate heating, cooling, and ventilating air systems such as, but not limited to, fans, air handlers, and unit ventilators to prevent contamination of the units and fiber dispersal to other areas of the facility. Seal all electrical components and equipment tightly to prevent moisture or water damage. Ventilation duct vents within the work area shall be sealed with tape and 6-mil plastic sheeting.
- Pre-clean contaminated movable objects (such as desks, tables, chairs, etc.) within the
  work area using HEPA-filtered vacuums and wet cleaning methods. Remove the
  decontaminated furniture from the work area and store in an uncontaminated part of the
  building.
- Pre-clean fixed objects within the proposed work area (such as but not limited to shelving, bookcases, hot-water heaters, pumps, radiators, unit ventilators, fans, ductwork, and motors) using HEPA-filtered vacuums and/or wet cleaning methods as appropriate, and enclose with 4-mil (minimum) plastic sheeting sealed with tape.
- Install HEPA-filtered air movement devices into the work area and vent exhaust ducts through openings to the outside of the building. Seal openings around exhaust ducts. Exhaust from the negative air movement equipment shall not be allowed to be released within the buildings. All HEPA filtered air movement equipment shall be maintained.
- Introduce scaffolding, ladders, and other large equipment into the work area and install
  the hygiene facility. Once the hygiene facility is in place, it shall be used as specified for
  the entrance and exit of all personnel and equipment.
- Seal off all openings (including but not limited to corridors, doorways, windows, skylight, ducts, grilles, diffusers, and any other penetrations of the work area) with 6-mil plastic sheeting sealed with tape.
- Post warning signs as required per 29 CFR 1926.1101.
- Remove, wet wipe and/or HEPA vacuum mounted objects (such as lights, speakers, and other items not previously sealed off) that interfere with asbestos-abatement activities.



Any item remaining in the work area shall be enclosed with 6-mil plastic sheeting sealed with tape.

CONSTRUCT A <u>WORKER DECONTAMINATION</u> ENCLOSURE SYSTEM CONTIGUOUS TO CONTAINED WORK AREAS THAT CONSISTS OF THREE TOTALLY ENCLOSED CHAMBERS AS FOLLOWS:

- · An equipment room with adequate storage facilities.
- A shower room with one shower head for every ten workers or fraction thereof as required by 29 CFR 1910.141 (d) (3). Careful attention shall be paid to the shower enclosure to ensure against leaking of any kind. The shower wastewater shall be drained, collected, and filtered through a system with at least five to ten micron particle size collection capabilities. All expended filters shall be discarded as contaminated waste. Filtered water may be discharged to a sanitary or storm sewer drain.
- A clean room with one entrance or exit to uncontaminated areas of the building. The
  clean room shall have sufficient space for storage of workers' street clothes, towels, and
  other uncontaminated items. NOTE: Use black or opaque plastic for the walls of the
  worker decontamination enclosure system to ensure the privacy of the workers.



8.7.b Number and capacity of HEPA AFU's and backups.

THE FOLLOWING FORMULA SHALL BE USED FOR ESTIMATING THE NUMBER OF AIR FILTRATION DEVICES:

NUMBER OF UNITS NEEDED = <u>FT.<sup>2</sup> OF WORK AREA X HEIGHT OF CEILING FT.</u>
10 MINUTES X CFM\* CAPACITY OF UNITS

NOTE\*: IF ACTUAL CFM'S ARE NOT MEASURED, SEVENTY PERCENT (70%) OF THE RATED CAPACITY SHALL BE USED.

THE NUMBER OF AIR FILTRATION DEVICES ARE AS FOLLOWS:

1AFD RATED AT A MINIMUM OF 1600 CFM'S

8.7.c Air monitoring of personnel.

All exposure monitoring will be conducted in accordance with 29 CFR 1926.1101. At a minimum, the Contractor will monitor one out of four workers (i.e. 25% of the work force) involved in asbestos decontamination activities. The Contractor, will also collect a short-term thirty-minute excursion sample during peak exposure times, per activity each day. All sampling pumps will be calibrated between 0.5 to 2.5 liters/minute - calibration will be checked daily before and after the sampling period to verify proper flow rates. Environmental air samples shall be collected in accordance with NIOSH Method 7400. Environmental air samples shall be collected outside of all work areas with the potential for high fiber concentrations that may pose the greatest risk to human health. All air samples collected will be submitted to a laboratory for analyses as soon as possible.

- 8.7.d Clearance of the contained work area including the number of sample collection points and analytical method to be employed.

  Visual clearance shall be conducted by the supervisor or an certified asbestos inspector to check the thoroughness of the removal project. Final Air Clearance shall be conducted by a 3<sup>rd</sup> party air monitor with the number of samples collected according to Table 64-63B of the WV Asbestos Licensing Rule.
- 8.8 Schematic location and the specs for the HVAC system shut-offs, electrical power, water source, fire exits, fire extinguisher, fire alarm, telephone, tool and equipment room, supply box, air monitoring station, offices and bathrooms.
  - HVAC to be shut-off at breaker box and all vents sealed.
  - Electrical power supplied from adjacent rooms or inside contained work area with GFCI's
  - Water source is the portable



- Fire extinguisher is located in General Contractors Truck/Trailer
- · Fire alarms are verbal
- · Telephone access is the supervisors mobile phone
- Tools, equipment & supply box will be located by the clean room or the supervisor's vehicle.

### 8.9 Description of work procedures to be used. FLOOR TILE AND MASTIC REMOVAL Approx. 384 sq. ft.

After preparation of the work area is completed as specified, saturate the floor tile with amended water using equipment capable of providing a mist application. Once the floor tile has been thoroughly saturated, apply pressure to the underside of the floor tile with care taken to prevent unnecessary breakage. The tile shall remain wetted until placed into covered disposal containers. When specified, the Contractor shall use non-petroleum based solvent to dissolve flooring mastic with a flashpoint of one hundred fifty degrees (150°). If the solvent used requires extra ventilation, protective equipment and/or respiratory protection, according to the solvents MSDS, the Contractor shall furnish the necessary ventilation devices (i.e., additional air filtration devices), personal protective equipment and/or NIOSH approved cartridges. All residue/debris from using the solvent to dissolve the mastic shall be HEPA vacuumed and wet cleaned to remove visible traces of mastic inside the work area.

#### PIPE INSULATION/GLOVEBAG TECHNIQUE

#### Approx.2 mudded joints

Prior to hanging any glove bags, all loose and friable material adjacent to the glovebag area shall be wrapped and sealed in two (2) layers of 6-mil poly. After the required hand tools and equipment are assembled, a polyethylene glovebag shall be installed, according to the manufacturer's instructions and 29 CFR 1926.1101, on a small section of asbestos-containing thermal system insulation to be removed. If negative pressure enclosure has not been established, the inner portion of the glovebag shall then be supported to allow negative air pressure, provided by a portable HEPA filtered vacuum, to be established inside the bag. All necessary tools and equipment shall be inserted into the bag before sealing the bag to the pipe. The exterior cover on the pipe insulation shall be cut and opened to allow thorough wetting of the insulation with amended water by inserting the nozzle of the portable sprayer into the bag. After the insulation has been opened and thoroughly wetted, the exterior cover shall be cut around the circumference of the section being removed. After removal of the insulation material, all material shall be contained in the lower compartment of the bag and thoroughly saturated. The inside of the glovebag and pipe shall be washed down with amended water, wet wiped and encapsulated. All tools shall be washed thoroughly before they are removed through the gloves of the bag. The glovebag shall then be evacuated with the portable HEPA filtered vacuum. While the bag is collapsed, it shall be squeezed below the tool pouch and twisted. The bag shall be sealed with tape or locking ties to separate the waste from the removal compartment. The glovebag shall be cut along the top and sides and removed from the pipe. The glovebag shall then be placed in the appropriate disposal container. NOTES: 1) At least two (2) persons shall perform all glovebag work per OSHA 29 CFR 1926.1101, and 2) Glovebags shall not be used on surfaces with temperature exceeding 150 °F.



Description of the materials and tools to be used in the abatement project. ABATEMENT TOOLS MAY CONSIST OF VARIOUS HANDTOOLS AND/OR POWER TOOLS AS NECESSARY TO COMPLETE THE PROJECT. LIST BELOW SPECIALIZED TOOLS NECESSARY FOR THIS PROJECT IF ANY:

# This Certificate is Awarded to Curtis Johnson

Who has successfully completed the below course with a score of 70% or better. This course is West Virginia and EPA approved and meets the requirements set forth in 40 CFR Part 763 (AHERA) for purposes of accreditation required under TSCA Title II. This Course was conducted by Astar Abatement. Incorporated.

# Asbestos Project Designer Refresher

Course Start Date 10/4/2012 Thru 10/4/2012

> Exam Date 10/4/2012 Expiration Date 10/4/2013

SAMENT FOR A SOLUTION AND A SOLUTION ASSOCIATION AS

Robert A. Gerwig Instructors Name

Instructors Signature



issued:

WEST VIRGINIA

Asbestos Program

William Curtis Johnson

IS LICENSED AS AN ASBESTOS PROJECT DESIGNER

Expires: 11/30/2012

11/4/2011

Rendy C. Curtis Dir., WY RTIA DIV

Total Hours

Certificate Number AC13107-688



ABATEMENT & INSULATION

ost Office Box 13533 Sissonville, WV 25360 Phone: (304) 343-5950 Fax: (304) 343-5961

There is a printed watermark below the instructors signature on the original

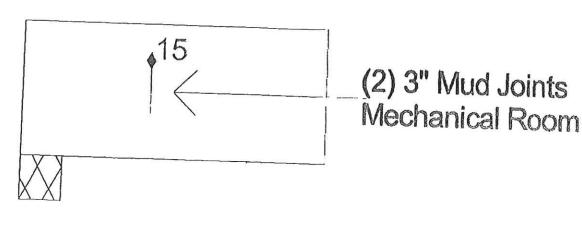


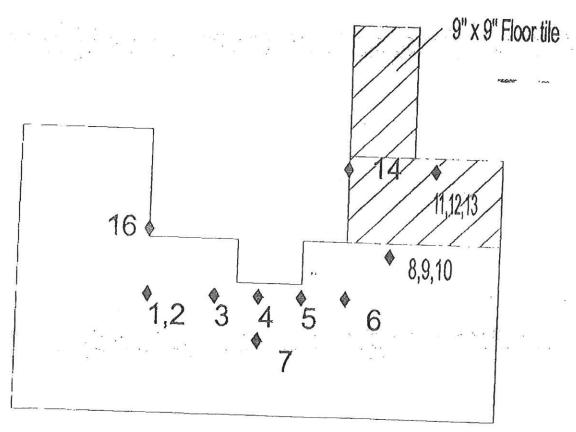
Material Description Pipe run 3"	Sample #	Quantity	Result	Room #
Pipe joint 3"	627-01		NAD	Nature Cente (above wood slat ceiling)
Pipe run 3°	627-02- 03		NAD	Nature Cente (above wood slat ceiling)
HVAC duct wrap	627-04	between the same of the same o	· NAD	Nature Cente (above wood slat ceiling)
Ceiling coating (on concrete ceiling)	627-05- 06		NAD	Nature Center (above wood slat ceiling)
12" x 12" Floor tile	627-07		NAD	Nature Center (above wood
9" x 9" Floor tile and black maetic over concrete	627-08- 09-010		NAD	Nature Center
Drywall	627- 011- 012-013	394 SF	3% Chrysotile	Nature Center (office and storage area)
Aud Joint	627-014		NAD	Nature Center
Cove base	627-015	2 JTS	25% Chrysotile	Mechanical Room
	627-016		NAD	Nature Center

SP-Square Feet

LF - Linear Feet

IT - Joints NAD - No Asbestos Detected





[Z]

Asbestos Containing Materials



Approx. Sample Locations

**Asbestos Inspection** 

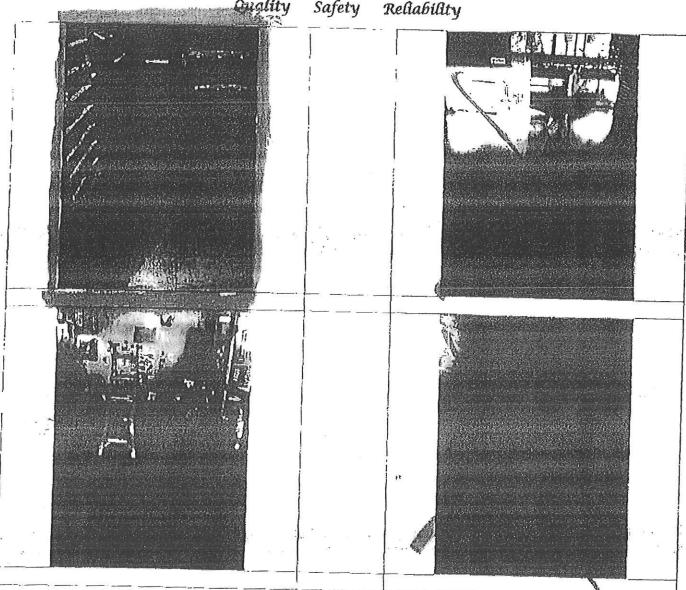
L	al	9
10!	19/	012

Project 12-627 Drawn By JGB

Twin Falls Resort Nature Center

Page 1







A			Post Office I	
	7	S	issonville, West	Vitginia 25360
ASTAR ABATEMENT, I	NIO -	Phone:	304-984-4030	Fax: 304-984-4031
VO IVILVOVI EIRIEIA I'II	INC I	的#: 12	-656	
Quality Safety Reliabilit	, (D	nte: /c	2-3-12	
	J 13	pervisor:	Delek 3	aman
Project Description: Floor Hile / mastic	and	2 mire	FIFTHAS	77.10.71
Did Asbestos Removal Activities Occur This Date?	Yes	ם איר נ		
Danger Tape Around Work Site?	Yes	No	N/A	
Danger Signs Posted?	Yes.	No	N/A_	
HVAC Shut Down?		No	. N/A	
Floor Covered?	Yes	No	N/A	
Walls Covered?	Yes	No	N/A	
Celling Covered?	Yes	No	N/A X	
Penetrations Sealed (Criticals)?	Yes	No	□ N/A □	
Decon Setup?	Yes	No	NA.	
Negative Air Units in Place?	Yes	No	NA	# of Stages 3
Differential Pressure Achieved?	Yes	No	N/A	# of Units
Recording manamater openining?	Yes	No	NA.	
SPCI's in use?	Yes	No	NAX	
VCM removed wet?		No.	N/A	2 × 10 × 10
Anterial promptly bagged?	Yes X	No	NA	
lags properly lebeled and goose necked?	Yes	No	N/A	
IEPA Vacuum usad?	Yes	Mo	NA	
York area cleaned at end of shin?	Yes	No.	N/A	
Vorkers deconteminated at end of each shift?	Yes	No	N/A N/A	
moking, eating of drinking inside containment?	Yes	No	NAT-	
roper PPE used? Type of Resp. 7700 UD	Yes	No	NA	
ersonal air sampling conducted?	Ves X	No	1 NAT	# of samples 3
Josephson of the days activities: Started tools and supplies then he arrived the he with the land of which the work area for and party trails what for the property of the pro	and so	COO SI Lacted de on A lacted hage hage hance called called lext +	Maded  In Falls  Black Ends  Dog all  D	truck with  I fork attiful  Can landed at  Sire around  Signs and day  ext.  The Wacked  in a we  cle with  Walte will
		n pite!		
cord Temperature If below freezing and will effect pro	oject: [§	pri ]	Micda	End

CHECK LIST 1 Will you be working with or pround Fire Yes **Electrical Equipment** Yes No NA Mechanical Equipment Yes No N/A Hydrouse Equations Yes No MA 2 Will be aspood to chemicals Yes No NIA Inhalation hazard Yes No NA Absorption hazard Yes No NA ingestion hazard Yes No NA Injection hexard Yea No NA 3 to there a Ellip, Yrlp or Fcst hazard Yes No NA To the same level Yes No WA To a lower level Yes No. X NA 4 to there a danger of being struck by a topolog or flying object Yes Mo! NA By letting minimited Yes No NUA is Con you be assignt between pinch points Yes 1017 Retunden 2 treasing adjects On montrig philips or motherary On the lineary graticaling objects in marring endollerity NA A Yes No NA Yes No MAN Ves No Vee In an anglesche de Cabring Yes AVA ill Can you coine to contact with extreme hest NEW NA Editores acidi Vas No. NA **Glocatical** burniant Yes No. MA blambil pioce of fumes Vec MA Rediction Yes No MA Post Monthedge Mel X Ven 粉点 7 Con you he lighted through exertion while tilling Vet No NUM Ves X 幅 解释 TO SERVICE AND ADDRESS OF 樾 MAN Vai Pho WA. If this you has believed by an transplant points work arrivationated 4 Interplapitate tools Past Highling Vin estra Ma Yes No. NIA Principal Mad O the printed pulling and making appropriets for HHA Yes X the deal and install desirated productions for placing the girls fielding destroys **V** Any and all known suisty hazards must be identified prior to starting the job. It is the responsibility of the supervisor/foremen to work through any known hazards and assuring a sele work environment for their crews.

Derck	WORKERS AND A	· · · · · · · · · · · · · · · · · · ·		market state of the state of th	<del></del>
Eric Sh	Epard	******	<del>!</del>		<del></del>
Arvin	bibbs	CBF	(1)		
Caroly	n Mans	berger	(DIV)	9)	<del></del>

# This Certificate is Awarded to Eric Shepard

Who has successfully completed the below course with a score of 70% or better. This course is West Virginia and EPA approved and meets the requirements setforth in 40 CFR Part 763 (AHERA) for purposes of accreditation required under ISCA Title II. This course was conducted by Astar Abatement, Incorporated.

# Asbestos Supervisor Refresher

Course Dates 1/20/2012 Thru 1/20/2012

> Exam Date 1/20/2012

Expiration Date

1/20/2013

Gregory Panley
Instructors Name

Instructor Signature

Total Hours

Certificate Number AC13107-490

ASTAR ABATEMENT, INC

Quality Safety Reliability

Post Office Box 13533

Sissonville, West Virginia 25368

Phone: (304) 343-5950

Fax: (304) 343-5961

There is a printed watermark below the Instructors eigniture on the criginal

# This Certificate is Awarded to

# Derek Sigman

Who has successfully completed the below course with a score of 70% or better. This course is West Virginia and EPA approved and mosts the requirements selforth in 48 CFR Part 763 (AHERA) for purposes of accreditation required under TSCA This II. This course was conducted by Aster Abetement, Incorporated.

# Asbestos Supervisor Refresher

Course Dates

1/20/2012 Thru 1/20/2012

Total Hours

Exam Dute 1/20/2012

Certificate Number ACI3107-491

Expiration Date 1/20/2013

Gregory Paulcy

Instructors Name

Sefety Reliefility

Pout Office Box 13533

Simonyfile, West Virginia 25360

Phone: (304) 343-5950

Fax: (304) 343-5961

WEST VIRGINIA Asbestos Program



IS LICENSED AS AN

7/31/2013



# Pinnacle Environmental Consultants, Inc. 400-D Prestige Park Hurricane, WV 25526 http://www.pinnacleinc.biz

### **ARVIN GIBBS**

Has successfully completed the West Virginia Air Clearance Monitor Refresher Course with of score of seventy percent (70%) or better. This course is West Virginia (WV) and Environmental Protection Agency (EPA) approved and meets the requirements of 40 CFR part 763 Asbestos Hazard Emergency Response Act (AHERA) for purposes of accreditation required under TSCA Title II. This class was conducted at the Pinnacle Training Facility located in Hurricane, WV.

Training Dates
02-10-12

Training Hours

Certificate Identification
ACMR-021012-001

Exam Date 02-10-12

Expiration Date 02-10-13 Instructor

1/30/2012 1/31/2013

WEST VIRGINIA
Asbestos Program
Arvin G. Gibbs

AIR CLEARANCE



Best Home Inspection, LLC

2509 Grant Avenue St. Albans, WV 25177

Phone: (304) 444-1259 arvin@wvinspect.com Environmental: Asbestos Inspections, Air Clearance, Mold Air Sampling

<b>A</b>	Final Air Clearance	Report	
Client: Asta	1 Aboutement		
Project #: 12-			
	Falls Resert	Basime	wt Area
Date: 12-3	-12_		
Contractor:  The above name proceed with the to their original	ed area/location has passed the Final Air ( e removal of all contractor-installed items location.	Clearance Testing. I and return all items	The contractor may moved by the contractor
Sample #	Location	Fibers/CC	Pass@ail
656 -01	Basement Area	0.004	PASS
656 - 02	Manalina Linkand	0.004	Pass
636 -0	70001110	0.003	PASS
456 - 04	2 applian	-0-	PLRS
656 - 05	Blank	0	Pass
Abatement Super Clearance Air Mo		N	
	WV License AA002069 LA00	0106	manufacture of the second of t

Proficiency Analytical Testing Programs, LLC

A	AST	'AR							
			<del></del>					WV 022	
roject	ID DN	R Twin Falls relk Sygman				Insi	ulation	WV 022	288
Supervi	isor Da	cell (1			Da	ate $12$	-3-/	2	
оороги	1001_1/	161 Digman		_	Job	# 12	-65	6	
PER	SONAL	SAMPLES							
Sample	# Pump IC			Time		1		V	7
6560		EIK Shepard.		Off	-	Time	Rate	Volume	
656-0	1001	File Sheperd		4:31)		<del></del>	11.5	-	-
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AREA	SAMP	LES					4	¥	
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			+	-+					
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Type of Res	piratocy Pro	tection being utilized							
Relinq	ulshed by_		-						
Red	ceived by	Burnardean A Mark	_	Date					
		A. A. PANKE	D	ate	12/1	0/15			

# REGULATED ASBESTOS MATERIALS WASTE SHIPMENT RECORD

		Job# 12	2-656
OWNER:	RATOR		
Name: WV DNR, Parks & Recreation	WORK SITE: Coun		
Address: 324 4th Ave	Name: Twin Falls Reso	rt	<del></del>
City Couth Chadada	Address: Rt 97		
Telephone #: 304-558-2764 X 51823	City: Mullens,	State: WV	Zip:
DESCRIPTION OF MATERIALS			
		QUANTITY	UNIT
ASBESTOS, 9, NA2212, PG III,RC	3		
Flgar, Tile / Mastic	-	14	Rans
Mud FITTINGS (TSI	)	2	Books
			1
Name, address of responsible agency (Local, District or EF	A OFF		
WV Bureau for Public Health, Asbestos Compliance Program, This is to certify that the above passed published.	A Office):		1 2 4 1 1 4 2
in proper condition for transportation according to the applicable	assined, described, packager	d, marked and label	d, and are
	regulations of the Departme	ent of Transporation.	ti
Abatement Company Name: Astar Abatement, Inc.	Dat	10 0	10
Address: PO Box 13533	Dat	e: 12-3-	12
City: Sissonville State: WV Zin: 25360			
Company Rep: Desek Sigman Signa	tura: O 1	1) 1	
	ture: Sterek	Lanne	
TRANS	PORTER		
ansporter #1	CKIER		45.4
Name: Dependable Roll-off			
Address: PO Box 1343	Phone: 606-324-78	337	
City A Livery			
State: KY	Zip: 41105	-	
- Stime ( luca-	12 28	-10	95
DRIVER SIGNATURE	12-28 DATE	12	
James Dancon	DATE	*	g - 2
DRIVER NAME (Print)	-		
and the second s	* g ** * * * * *	(ME) (SE)	•
Transporter #2		B E E E	
Name:	Phone:		
Address:			
City: State:	Zíp:		
DRIVER SIGNATURE	DATE	- Contraction -	
DRIVER NAME (Print)			
DESTINATION (D	ISPOSAL SITE		
varile: Green valley Environmental	Permit #: 045-00012		
Address: 100 Addington Road	Phone: 606-928-023	0	
City: Askiland State: KY	Zjp: 41102	3	
	- /	<del></del>	
pereby certify that the above named material has been delivered.	accepted and to the best of	ny knowlode - u	
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THIS AFTI	HALL 11 HOTTI	1720	5/12
Printed/Typed Name & Title	Signature		15-
, , ,	/ Jaguarda		Date



Bonham Business Plaza 539 Kanawha Two Mile Road Charleston, West Virginia 25312 Tel: 304-343-5950 Fax: 304-343-5961 www.astarabatement.com WV022387/WV022288

December 15, 2012

Bradley S. Leslie, P.E. WV DNR, Parks & Recreation 324 4th Ave. South Charleston, WV 25303-1228

Dear: Brad Leslie

Re:

Project #12-656

Twin Falls Resort

Nature Center & Mech. Rm

Rt 97

Mullens, WV 25882

Astar Abatement, Inc. has completed asbestos abatement of approximately 384 sq. ft of Floor Tile & Mastic and 2 mudded Fittings from the structure located at Rt 97 Mullens, WV 25882

If any suspect material is uncovered during demolition that has not been identified in the inspection report as asbestos containing, this material should be treated as asbestos containing until properly sampled and analyzed.

Should you have any questions, please contact us.

Sincerely,

ASTAR ABATEMENT, INC.

Burnadean Meeks

Remediation Services Coordinator

### PRE-BID CONFERENCE

### SIGN IN SHEET

Request for Quotation Number			Park Twin Falls State	Park – Structural Beam Repair
	NFORMATION IS ESSENTIAL TO CONTACT THE A	П	ENDESS IN A TIMELY MANNER.	FAILURE TO DO SO MAY RESULT IN DELAYS IN
YOUR COMPANY GETTING IMP	PORTANT BID INFORMATION.	ירדים		
Firm Name:	Allegheny Restoration		#70106503C Firm Name:	Oval Contraction
Firm Address:	10k Central Ave		Firm Address:	
	Beckley WV		: .	P.O. Box 401 ( Marelston W)
Representative Attending:	Doug Redigidson		Representative Attending:	Branken copeland
Phone Number:	304 252-9202-Cell 304 593-12		Phone Number:	3.CA-347-882C
Fax Number:	304 929-2240		Fax Number:	3-34-247-±=21
Email Address:	Blair Dalleghenviestoration.com		Email Address:	carrey (at valuent u for com
* 709053330	1110 1 1 1 175		* 209054108	,
Firm Name:	Dew hill Construction CO		Firm Name:	CHAPMAN TEXHNEAL GEOUP
Firm Address:	P.C. 685 Gauley Bridge WU		Firm Address:	ZOO SKTH AVE
	25085		. ·	ST. ALBANS WV 25797
Representative Attending:	Dale Less		Representative Attending:	Ton CLOSE
Phone Number:	304-632=1600		Phone Number:	(304) 707-5501
Fax Number:	304-632-1501		Fax Number:	
Email Address:	rolanh.11@ hetmail.Com		Email Address:	TOUGER OF CHATTERS. COM
			X 412142440	1114
Firm Name:	MCDEUTERPRISES LLT.		Firm Name:	CAS Smuctural Engirery
Firm Address:	P.O. BOX 428 HUREICHNE WV		Firm Address:	70 800 469 U
	25526			Alum Creek W1 5000
Representative Attending:	KEVIN HAYNES		Representative Attending:	Carol A Secreto
Phone Number:	(304) 539-4956		Phone Number:	(304)7156-75/14
Fax Number:	(304) 513-6484		Fax Number:	(3/4)156-2565
707 137 1127 311.	WINDA WARE MCP P WOHOD, COM		Fmail Address:	Calaione ( Dack . tom

# PRE-BID CONFERENCE SIGN IN SHEET

Request for Quotation Number	DNRB 13064	Date01-23	-13	Park Twin F	alls State F	Park – Structural Beam Repair	
PLEASE PRINT LEGIBLY. THIS IN YOUR COMPANY GETTING IMPO			THE ATTE	NDESS IN A TIMEL	Y MANNER.	FAILURE TO DO SO MAY RESULT IN DELAYS IN	
	ORTAINT BID HAPORIAN	arior.	V///	J			1
* 403113551	111 1 0		+u2 ///	· ·		Scott DURNAM SUP	*
Firm Name:	Alleghary Res			Firm Name:	#* ** ***	TWIN FALLS STATE PERK	
Firm Address:	1517 Park		‴	Firm Address:	1-		+
	13 h Pg 18	5216	////	TARA She	ets,	Pt 97 Box 66/	
			///	455t. 5	UPG.	MULLENS UN 2888 C	
Representative Attending:	R. C. M4101	v ;	////	Representative A	ttending:		
Phone Number:	412-554-80	473		Phone Number:		304-294-4000	
Fax Number:	412. 343-30	22		Fax Number:	- Sa	304-294-5000	
Email Address:	resalles himyr		see Will	Email Address:		Scotta, dulyan/www.9	ф١
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Firm Address:				Firm Address:			
			— <i>\\\\\</i>		H D		
Representative Attending:	2		\//	Representative A	ttending:		Ì
Phone Number:				Phone Number:	*		ì
Fax Number:			///	Fax Number:	ti a		
Email Address:				Email Address:			
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Representative Attending:			{///	Representative A	ttending:		
Phone Number:			///	Phone Number:	*		
Fax Number:			///	Fax Number:	* = =		
Fmail Address:				Email Address:			

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.:

**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.

		Numbers Received: ox next to each addendum rece	ivec		ne a grand de de la compansión de la compa La compansión de la compa
]	]	Addendum No. 1	[	]	Addendum No. 6
]	J	Addendum No. 2	[	]	Addendum No. 7
[	]	Addendum No. 3	[	]	Addendum No. 8
]	]	Addendum No. 4	[	]	Addendum No. 9
]	]	Addendum No. 5	[	]	Addendum No. 10
further un discussion	ders	stand that any verbal represent Id between Vendor's represent	atio tativ	n m	Idenda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.
			A. Section		Company
					Authorized Signature
			¥ <del></del>		Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012