

BID FORM

Dated: July 25, 2012
(Bidder to insert date bid submitted)

SUBMITTED BY:

Phoenix Associates, Inc. (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 001100

RECEIVED

2012 JUL 25 PM 1:18

SUBMITTED TO:

State of West Virginia
Finance and Administration
Purchasing Division

WV PURCHASING
DIVISION

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete construction of

**RENOVATIONS TO ASSEMBLY HALL
CEDAR LAKES CONFERENCE CENTER
RIPLEY, JACKSON COUNTY, WEST VIRGINIA**

in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents for the stipulated sums as follows:

BASE BID

For the sum of: SIX HUNDRED THIRTY EIGHT THOUSAND DOLLARS
(\$ 638,000.00)

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Alternate No. 1 – To construct additional areas for Assembly Hall and Storage to completion as indicated on Drawings and as specified.

ADD the sum of: FIVE HUNDRED EIGHTY TWO THOUSAND DOLLARS
\$ 582,000.00

Submitted by: Phoenix Associates, Inc.
(Firm Name)

UNIT PRICES:

The contract sum shall be subject to the following Unit Prices for the work designated for each Unit Price. These Unit Prices include all materials, shipping, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only.

Unit Price No. 1

For Selective Masonry Painting: ADD \$ _____/SF

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than _____ (Bidder to propose completion date).


If awarded contract on Base Bid PLUS Alternate No. 1, I (we) agree to perform the work to completion and ready for occupancy and use no later than _____ (Bidder to propose completion date).

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

SIGNATURE OF BIDDER:

Firm: Phoenix Associates, Inc.


By: Timothy M. Coffman

Address: 501 East Street

Title: Project Manager

Address: Parkersburg, WV 26101

Phone: (304) 485-3255

Tax Cert. #: 55-0654654-001

END OF BID FORM

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Phoenix Associates, Inc.

Authorized Signature: *Tim Hoffman* Date: 07/25/12

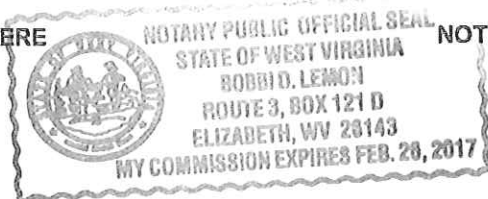
State of West Virginia

County of Wood, to-wit:

Taken, subscribed, and sworn to before me this 25 day of July, 2012.

My Commission expires February 26, 2017.

AFFIX SEAL HERE



NOTARY PUBLIC

Bobbi D. Lemon



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

STATE OF West Virginia

COUNTY OF Wood, TO-WIT:

I, Timothy M. Coffman, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Phoenix Associates, Inc.; and,
2. I do hereby attest that Phoenix Associates, Inc.

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

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

Phoenix Associates, Inc.
(Company Name)

By: Timothy M. Coffman [Signature]

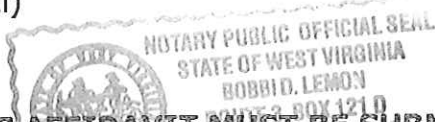
Title: Project Manager

Date: July 25, 2012

Taken, subscribed and sworn to before me this 25th day of July, 2012.

By Commission expires February 26, 2017

(Seal)



[Signature]
(Notary Public)

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

OHIO FARMERS INSURANCE COMPANY

Westfield Group[®] 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310[™] - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Phoenix Associates Inc.
501 East Street
Parkersburg, WV 26101

SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY
1 Park Circle, PO Box 5001
Westfield Center, OH 44251-5001

OWNER:

(Name, legal status and address)

State of West Virginia, Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

BOND AMOUNT: 5% of Bid

PROJECT:

(Name, location or address, and Project number, if any)

Renovations to the Assembly Hall - Cedar Lakes Conference Center
HC 88 Box 21, Ripley, WV 25271

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of July, 2012.



(Witness)

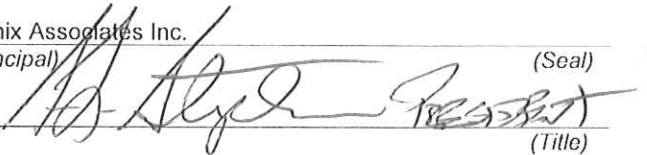


(Witness)

Phoenix Associates Inc.

(Principal)

By:



(Seal)

(Title)

OHIO FARMERS INSURANCE COMPANY

(Surety)

By:



(Seal)

(Title)

Heather R. DeBord, Attorney-in-Fact

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BD5084 OFWWN (10/2010)

POWER NO. 4751111 Special
General Power of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint RAYMOND J. FANTA, ELIZABETH W. FANTA, BARBARA ANN WATERS, HEATHER R. DEBORD, ROSA L. BRAHAM, JOINTLY OR SEVERALLY of PARKERSBURG and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver any and all bid or proposal, performance and/or payment, or maintenance bonds on behalf of Phoenix Associates, Inc., Parkersburg, WV—

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY:

"BE IT RESOLVED that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon The Company as if signed by the President and sealed and attested by the Corporate Secretary "

"BE IT FURTHER RESOLVED, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000.)

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 12th day of October, A.D., 2006.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Richard L. Kinnaird, Jr.*
Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss:

On this 12th day of October, A.D., 2006, before me personally came Richard L. Kinnaird, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



By: *William J. Kahelin*
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147 03 Ohio Revised Code)

State of Ohio
County of Medina ss:

CERTIFICATE

I, Frank Carrino, Secretary of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 24th day of July, A.D., 2012.

By: *Frank Carrino*

Frank Carrino, Secretary



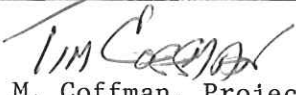
CERTIFICATION AND SIGNATURE PAGE
EDD374797

0020

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.

Phoenix Associates, Inc.

(Company)


Timothy M. Coffman, Project Manager

(Representative Name, Title)

(304) 485-3255 / (304) 485-3261

(Contact Phone/Fax Number)

July 25, 2012

(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: EDD374797

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

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

Addendum Numbers Received:

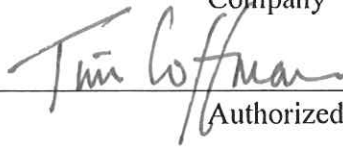
(Check the box next to each addendum received)

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

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

Phoenix Associates, Inc.

Company



Authorized Signature

July 25, 2012

Date

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

Revised 6/8/2012

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001100

Classification:

ELECTRICAL
GENERAL BUILDING
GENERAL ENGINEERING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL

PHOENIX ASSOCIATES INC
DBA PHOENIX ASSOCIATES INC
501 EAST STREET
PARKERSBURG, WV 26101

Date Issued

AUGUST 12, 2012

Expiration Date

AUGUST 12, 2013

John M. Cagman
Authorized Company Signature

Michael A. Carl

Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

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