



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

**Solicitation**

NUMBER
CHA13018

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CONNIE OSWALD 304-558-2157 <i>1890260</i>

VENDOR

\*709042652      304-342-1166  
 CONTRACTORS ASSOCIATION OF WV  
 2114 KANAWHA BLVD EAST  
  
 CHARLESTON WV 25311  
  
 N-Powell Company, Inc.  
 P.O. Box 239  
 Weirton, WV 26062

SHIP TO

COAL HERITAGE TRAIL AUTHORITY  
  
 COAL HERITAGE DISCOVERY CENTER  
 816 MAIN STREET  
 MT. HOPE, WV 25880

DATE PRINTED
07/26/2013

BID OPENING DATE: 09/05/2013      BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<p>THE STATE OF WEST VIRGINIA AND ITS AGENCY THE COAL HERITAGE HIGHWAY AUTHORITY REQUEST A QUOTE TO PROVIDE LABOR &amp; MATERIALS FOR PHASE 1 - CONTRACT 1 WEATHERIZATION OF THE COAL HERITAGE DISCOVERY CENTER LOCATED AT 816 MAIN STREET, MT. HOPE, WV PER THE DRAWINGS, PLANS, AND SPECIFICATIONS.</p> <p>PLANS AND PROJECT MANUAL MAY BE OBTAINED FOR A NON-REFUNDABLE DEPOSIT OF \$50.00, PLUS SHIPPING AND HANDLING FOR SETS THAT ARE MAILED BY CONTACTING THE ARCHITECT FOR THE PROJECT BELOW:</p> <p>CHAPMAN TECHNICAL GROUP            200 SIXTH AVENUE            ST. ALBANS, WV 25177            PH.: 304-727-5501</p> <p>MANDATORY PRE-BID MEETING: SCHEDULED FOR 08/16/2013 AT 10:00AM</p> <p>LOCATION: MT. HOPE CITY HALL            609 MAIN STREET            MT. HOPE, WV</p> <p>PRIOR TO GOING TO THE SITE, ALL VENDORS SHALL MEET AT MT. HOPE CITY HALL AT THE ABOVE ADDRESS THEN WE WILL GO TO THE SITE OF THE PROJECT. (SEE INSTRUCTIONS TO BIDDERS)</p> <p>BID OPENING IS SCHEDULED FOR: 09/05/2013 @ 1:30 PM (SEE INSTRUCTIONS TO BIDDERS)</p>		

RECEIVED  
 2013 SEP -5 PM 1:25  
 WV PURCHASING DIVISION

SIGNATURE <i>Norman S. Newkirk</i>	TELEPHONE 304-748-3338	DATE Sept. 5, 2013
TITLE President	FEIN 47-0947745	ADDRESS CHANGES TO BE NOTED ABOVE

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



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BID OPENING DATE: 09/05/2013      BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-20	<del>858,358.00</del>	<del>858,358.00</del>
LABOR & MATERIALS FOR PHASE 1 - CONTRACT 1 OF THE						
COAL HERITAGE DISCOVERY CENTER LOCATED AT 816 MAIN STREET, MT. HOPE, WV.						
***** THIS IS THE END OF RFQ CHA13018 ***** TOTAL:						<del>858,358.00</del>
Eight hundred fifty eight thousand and three hundred fifty eight and 00/100 dollars						

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-748-3338	DATE Sept. 5, 2013
TITLE President	FEIN 47-0947745	ADDRESS CHANGES TO BE NOTED ABOVE

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

**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: N-Powell Company, Inc.

Contractor's License No. WV 037247

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 AFFIDAVIT:** 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. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:
- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
  - (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
  - (3) The average number of employees in connection with the construction on the public improvement;

REQUEST FOR QUOTATION  
CHA13018  
Phase 1 Weatherization of the Coal Heritage Discovery Center

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8.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**9. VENDOR DEFAULT:**

9.1. The following shall be considered a vendor default under this Contract.

9.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

9.1.2. Failure to comply with other specifications and requirements contained herein.

9.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.4. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to Agency upon default.

9.2.1. Cancellation of the Contract.

9.2.2. Any other remedies available in law or equity.

**10. MISCELLANEOUS:**

10.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** Joseph Chek  
**Telephone Number:** 304-748-3338 Ext.477  
**Fax Number:** 304-748-2307  
**Email Address:** joe@npowell.com

**Requisition CHA13018  
Coal Heritage Discovery Center  
Contract 1 - Weatherization  
FORM OF PROPOSAL**

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Name of Bidder:

N-Powell Company, Inc.

Address of Bidder:

P.O. Box 239  
3828 Main Street  
Weirton, WV 26062

Phone Number of Bidder:

304-748-3338

WV Contractors License No.

WV 037247

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.

The Bidder, if successful and awarded the Contract, agrees that all work is to be substantially complete within **120** consecutive calendar days following receipt of the Owner's written Notice to Proceed. Final Completion shall be achieved within **30** consecutive calendar days of Substantial Completion. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$250 per day.

**Base Bid**

The project generally includes limited demolition; asbestos abatement; minor structural modifications; new roof deck and roof; new doors and windows; cleaning, repair, and repointing of masonry, and other incidental construction as indicated in the Contract Documents.

Unit Prices provided in this bid shall be used solely for the basis of negotiation for any Change Order request that may become necessary subsequent to the award of the Contract. The work described in the unit prices does not reflect the entirety of the work necessary to complete the project. The sum of these unit prices will not equal the Base Bid and are not considered in determining award of the Contract. Award of the Contract shall be made to the lowest qualified Bidder whose proposal conforms to the cited requirements based on the Base Bid or the lowest combination of the Base Bid and Alternate Bid Items, as selected by the Owner.

Unit prices are provided for portions of the work as listed below:

Amounts to be shown in both words and figures. In case of a discrepancy, the amount in words shall govern.

**Requisition CHA13018  
Coal Heritage Discovery Center  
Contract 1 - Weatherization  
FORM OF PROPOSAL**

<u>UNIT</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
<u>S.F.</u>	<u>UNIT PRICE IN WORDS</u>	<u>IN FIGURES</u>
	Reset/replace interior brick.	
	Fifty seven Dollars and twenty Cents	\$ 57.20

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

\$ 858,358.00

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

Eight hundred fifty eight thousand three hundred fifty eight and <sup>00</sup>/<sub>100</sub> dollars —

**Deductive Alternates**

The following Deductive Alternate Bid Items are to be included in the Base Bid. If the Deductive Alternate is selected by the Owner, the work described in the Deductive Alternate shall be deducted from the Contract and the amount indicated for the Deductive Alternate shall be deducted from the Base Bid. The cost for each alternate is the net deduction from the Base Bid to deduct the alternate from the Work. No other adjustments shall be made to the Base Bid or Contract amount.

No.	Description	Amount in Words	Amount in Figures
1	Delete the storefront system and provide opening enclosure as detailed in the construction documents.	Twenty two thousand eight hundred and <sup>00</sup> / <sub>100</sub> Dollars	\$ 22,800.00
2	Delete all windows designated as W1 and W2 and provide opening enclosures as detailed in the construction documents.	Thirty four thousand seven hundred and <sup>00</sup> / <sub>100</sub> Dollars	\$ 34,700.00
3	Delete fiber-reinforced structural coating on interior masonry walls.	Ninety two thousand four hundred nine and <sup>00</sup> / <sub>100</sub> dollars	\$ 92,409.00

The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the Owner. The alternate bid items will be selected in the order indicated in the Form of Proposal.



# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV037247

**Classification:**  
GENERAL BUILDING

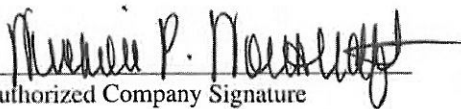
N-POWELL COMPANY INC  
DBA N-POWELL COMPANY INC  
PO BOX 239  
WEIRTON, WV 26062


**Date Issued**

**Expiration Date**

JULY 12, 2013

JULY 12, 2014

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, N-Powell Company, Inc.  
of Weirton West Virginia, as Principal, and Western Surety Company  
of Sioux Falls South Dakota, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of Five Percent (5%) of Bid (\$\_\_\_\_\_) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Phase 1 - Contract 1 Weatherization of the Coal Heritage Discovery Center

**NOW THEREFORE,**

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 5th day of September, 20 13.

Principal Corporate Seal

N-Powell Company, Inc.  
(Name of Principal)  
By [Signature]  
(Must be President or Vice President)  
President  
(Title)

Surety Corporate Seal

Western Surety Company  
(Name of Surety)

[Signature]  
Maggie Loeser 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.**



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark N Coleman, Frank P Middelberg, Kyp L Ross, Lori A Proch, Gary E Roadruck, Robert W Lampus, Faith A Studeny, Kathy Van Tassel, Linda M Cowin, Louis A Colagrossi, Sandy Kruger, Maggie Loeser, Individually**

of Cleveland, OH, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of October, 2012.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

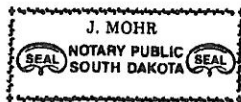
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 3rd day of October, 2012, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of September, 2013.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**WESTERN SURETY COMPANY**  
**Sioux Falls, South Dakota**  
**Statement of Net Admitted Assets and Liabilities**  
**December 31, 2012**

ASSETS

Bonds	\$1,544,217,378
Stocks	23,405,721
Cash and short-term investments	85,332,658
Uncollected premiums and agents' balances	32,034,747
Amounts recoverable from reinsurers	163,180
Net deferred tax asset	23,141,708
Electronic data processing equipment and software	47,102
Investment income due and accrued	18,997,674
Other assets	5,203,942
<b>Total Assets</b>	<u><u>\$1,732,544,110</u></u>

LIABILITIES AND SURPLUS

Losses	\$310,752,443
Loss adjustment expense	79,546,495
Contingent and other commissions payable	6,404,001
Other expense	1,046,332
Taxes, licenses and fees	1,652,483
Unearned premiums	249,533,795
Other liabilities	31,210,018
<b>Total Liabilities</b>	<u>680,145,567</u>

Surplus Account:		
Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	280,071,836	
Unassigned funds	768,326,707	
Surplus as regards policyholders		\$1,052,398,543
<b>Total Liabilities and Capital</b>		<u><u>\$1,732,544,110</u></u>



I, O. B. Magana, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2012, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company  
 By *[Signature]*  
 Assistant Vice President

Subscribed and sworn to me this 25th day of March, 2013.

My commission expires: **"OFFICIAL SEAL"**  
**KATHLEEN M. SCHROEDER**  
 Notary Public, State of Illinois  
 My Commission Expires 08/16/15

*Kathleen M Schroeder*  
 Notary Public



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

STATE OF West Virginia

COUNTY OF Brooke, TO-WIT:

I, Nichole P. Northcraft, after being first duly sworn, depose and state as follows:

- 1. I am an employee of N-Powell Company, Inc.; and,  
(Company Name)
- 2. I do hereby attest that N-Powell Company, Inc.  
(Company Name)

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

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

N-Powell Company, Inc.  
(Company Name)

By: Nichole P. Northcraft

Title: President

Date: September 5, 2013

Taken, subscribed and sworn to before me this 5<sup>th</sup> day of Sept, 2013.

By Commission expires June 26, 2016

(Seal)

Wendy J. Craft  
(Notary Public)

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

RFQ No. CHA13018

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:**

**"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 exceeds 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.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: N-Powell Company, Inc.

Authorized Signature: *Murphy P. Powell* Date: September 5, 2013

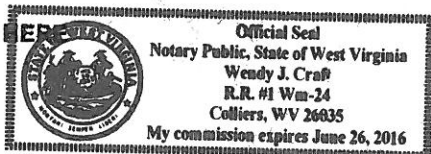
State of West Virginia

County of Brooke, to-wit:

Taken, subscribed, and sworn to before me this 5<sup>th</sup> day of September, 2013

My Commission expires June 26, 2016

AFFIX SEAL



NOTARY PUBLIC

*Wendy J. Craft*

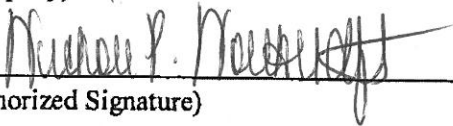
Purchasing Affidavit (Revised 07/01/2012)

**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.

N-Powell Company, Inc.

(Company)



(Authorized Signature)

Nichole P. Northcraft, President

(Representative Name, Title)

304-748-3338

(Phone Number)

304-748-2307

(Fax Number)

September 5, 2013

(Date)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CHA13018**

**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:**

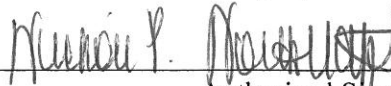
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <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.

N-Powell Company, Inc.

Company



Authorized Signature

September 5, 2013

Date

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

Revised 6/8/2012