



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

Solicitation

NUMBER
DNR214072

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
DEAN WINGERD
304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

WISEMAN EXCAVATING INC
 515 WISEMAN FARM ROAD
 LIBERTY, WV 25124

SHIP TO

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED
03/13/2014

BID OPENING DATE: 04/15/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** PLEASE NOTE: A NON-MANDATORY PRE-BID MEETING IS SCHEDULED FOR WEDNESDAY APRIL 2, 2014 AT 10:00AM AT BEECH FORK STATE PARK, IN THE PARK OFFICE. ***** PLEASE NOTE: THE DRUG FREE WORKPLACE AFFIDAVIT AND BID BOND ARE REQUIRED WITH BID SUBMISSION. ***** THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE CONSTRUCTION OF TRAIL AND PARKING IMPROVEMENTS AT BEECH FORK STATE PARK, WEST VIRGINIA IN CABELL/WAYNE COUNTIES, PER THE ATTACHED SPECIFICATIONS. ***** PROJECT MANUAL MAY BE OBTAINED FROM THE ARCHITECT CIVIL TECH ENGINEERING INC. 300A PRESTIGE DRIVE HURRICANE, WV 25526 TELEPHONE: 304-757-8094 A NON-REFUNDABLE DEPOSIT OF \$50.00 IS REQUIRED FOR EACH SET OF PLANS AND SPECIFICATIONS, THE FEE INCLUDES SHIPPING BY USPS PRIORITY MAIL. CONTACT MARK PENNINGTON AT THE ABOVE LOCATION TO ARRANGE PAYMENT. ADDITIONAL FEES WILL BE REQUIRED FOR SPECIAL OR OVERNIGHT SHIPPING. ATTACHMENTS TO THIS RFQ INCLUDE: 04/15/14 11:08:46AM West Virginia Purchasing Division						\$207,002

SIGNATURE <i>Joseph Whelan</i>	TELEPHONE 304-586-3736	DATE 04/15/2014
TITLE VICE PRESIDENT	FEIN 550678046	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
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VENDOR

DIVISION OF NATURAL RESOURCES
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BID OPENING DATE: 04/15/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				1. INSTRUCTIONS TO VENDORS SUBMITTING BIDS 2. GENERAL TERMS AND CONDITIONS. 3. ADDITIONAL TERMS AND CONDITIONS (CONSTRUCTION CONTRACTS ONLY) 4. CERTIFICATION AND SIGNATURE PAGE 5. PURCHASING AFFIDAVIT 6. DRUG-FREE WORKPLACE AFFIDAVIT 7. BID BOND INSTRUCTIONS AND FORM 8. WV-75 CONSTRUCTION BID SUBMISSION REVIEW FORM *****		
0001	1	LS	988-63	TRAIL AND PARKING IMPROVEMENTS		
***** THIS IS THE END OF RFQ DNR214072 ***** TOTAL:						<u>\$207,002</u>

SIGNATURE <i>Joseph L. Wingerd</i>	TELEPHONE 304-586-3736	DATE 04/15/2014
TITLE VICE PRESIDENT	FEIN 550678046	ADDRESS CHANGES TO BE NOTED ABOVE

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **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.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:
 Beech Fork State Park, Park Office
 5601 Long Branch Road
 Barboursville, WV 25504
 Wednesday April 2, 2014 at 10:00am

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

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: April 8, 2014 at Noon

Submit Questions to: Dean Wingerd

2019 Washington Street, East

Charleston, WV 25305

Fax: 304-558-4115

Email: Dean.C.Wingerd@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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

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:

SEALED BID

BUYER: _____

SOLICITATION NO.: _____

BID OPENING DATE: _____

BID OPENING TIME: _____

FAX NUMBER: _____

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:

BID TYPE: Technical
 Cost

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: April 15, 2014 at 1:30pm

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 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.
9. **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:

1. **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. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____
and extends for a period of _____ year(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.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within one hundred and fifty (150) _____ days.

- One Time Purchase:** The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
- 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.
- PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of contract value . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

- MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.
- WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
- INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

- Commercial General Liability Insurance:**
\$1,000,000.00 or more.
- Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
- Insurance as required by the AIA A201-2007 Supplementary Conditions and the attached sample Accord Form.
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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.

WV Contractors License

WV043641

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 Two hundred fifty (\$250.00) per day for each day delayed beyond (150) 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 et seq. and available 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. [RESERVED]

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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 nondisclosure 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 purchasing.requisitions@wv.gov.
- 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. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

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 erection 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 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: WISEMAN EXCAVATING INC

Contractor's License No. WV043641

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.

2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

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;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **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.
5. **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 \$250,000.00 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. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. **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 subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. **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.
 - c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit 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.
6. **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.

**Beech Fork State Park
Trail & Parking Improvements
DIVISION OF NATURAL RESOURCES**

INVITATION TO BID

The Division of Natural Resources, Parks, and Recreation, requests bids for construction of Trail and Parking Improvements at Beech Fork State Park, West Virginia in Cabell/Wayne Counties. The bid documents consist of the Request for Quotations, Project Manual, Construction Plans and any subsequent Addendum.

Request for quotations may be obtained by contacting:

Dean Wingerd
2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-0468
Email: Dean.C.Wingerd@wv.gov

The Project Manual and Plans may be obtained by contacting:

Civil Tech Engineering Inc.
300A Prestige Drive
Hurricane, WV 25526
Telephone: 304-757-8094

There is a non-refundable \$50.00 fee for plans and specifications. The fee includes shipping by USPS Priority Mail. Contact Mark Pennington at the above location to arrange payment. An additional fee will be required if a purchaser requests special or overnight shipping arrangements.

A non-mandatory Pre-Bid Conference will be held at Park Office on the date and time noted on the Request for Quotations document issued by the WV Division of Purchasing. All interested vendors must register by attending the non-mandatory Pre-Bid Conference or by notifying Dean Wingerd.

Sealed bids will be received until the date and time noted on the Request for Quotations document issued by the WV Division of Purchasing.

Technical Questions and Bid Submittals must be directed to:

Dean Wingerd
2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-0468
Email: Dean.C.Wingerd@wv.gov

Technical Questions will be received until the date and time noted on the Request for Quotations document issued by the WV Division of Purchasing. An addendum will be issued to respond to submitted questions.

**Beech Fork State Park
Trail & Parking Improvements
DIVISION OF NATURAL RESOURCES**

INVITATION TO BID

PROGRESS PAYMENTS - The CONTRACTOR will make current estimate 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 an 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. 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. 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 Dean Wingerd, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received before questions submission deadline.

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

**Beech Fork State Park
Trail and Parking Improvements
DIVISION OF NATURAL RESOURCES**

INFORMATION FOR BIDDERS-2

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.

3. Plans and Project Manual

Plans and the Project Manual may be obtained by contacting the Consultant noted below. There is a non-refundable \$50.00 fee for plans and specifications. The fee includes shipping by USPS Priority Mail. Contact Mark Pennington at the above location to arrange payment. An additional fee will be required if a purchaser requests special or overnight shipping.

Civil Tech Engineering Inc.
300A Prestige Drive
Hurricane, WV 25526
Telephone: 304-757-8094

FORM OF PROPOSAL - REV. 2.1
BASE BID WITH ADDITIVE ALTERNATES 1 THRU 12
 BEECH FORK STATE PARK

WVDNR - PARKS AND RECREATION SECTION

Company Name: WISEMAN EXCAVATING INC
 Address: 515 WISEMAN FARMS ROAD
LIBERTY, WV 25124

BASE BID - OVERLOOK TRAIL LOCATION 3 AND 4 TRAIL IMPROVEMENTS

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
1.0	1	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	1,240 ⁻	1,240 ⁻
2.0	1	LS	Erosion & Sediment Control	6,950 ⁻	6,950 ⁻
6.0	1	EA	Trail Bench	3,015 ⁻	3,015 ⁻
8.0	800	LF	Trail Restoration	4.65 ⁻	3,720 ⁻
9.0	5600	LF	New Class 3 Double Lane Non-Wilderness Hiker Trail	4.62 ⁻	25,872.00 <i>JW</i>
11.0	2	EA	Shallow Stream Ford	3,600 ⁻	7,200 ⁻
13.0	3	EA	Trail Blocks	850 ⁻	2,550 ⁻
14.0	1	LS	Seeding and Mulching	8,400 ⁻	8,400 ⁻
			TOTAL		58,947⁻

ADDITIVE ALTERNATE 1 - LOST TRAIL LOCATION 23, 5, AND 6 - TRAIL RESTORATION, DRAINAGE DITCH, AND SHALLOW STREAM FORDS

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
2.0	1	LS	Erosion & Sediment Control	1,900 ⁻	1,900 ⁻
7.0	250	LF	Drainage Ditch	15.40 ⁻	3,850 ⁻
8.0	250	LF	Trail Restoration	15 ⁻	3,750 ⁻
11.0	2	EA	Shallow Stream Ford	3,500 ⁻	7,000 ⁻
14.0	1	LS	Seeding and Mulching	1,960 ⁻	1,960 ⁻
			TOTAL		18,460⁻

ADDITIVE ALTERNATE 2 - LOST TRAIL LOCATION 7, 9, & 10 - TRAIL RESTORATION AND SHALLOW STREAM FORD

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
2.0	1	LS	Erosion & Sediment Control (Limited to 5% of Total Bid)	775⁻	775⁻ 500 ⁻ <i>JW</i>
8.0	220	LF	Trail Restoration	27.50 ⁻	6,050 ⁻
11.0	3	EA	Shallow Stream Ford	2,000 ⁻	6,000 ⁻
14.0	1	LS	Seeding and Mulching	1,145⁻	1,145⁻ 1,420 ⁻ <i>JW</i>
			TOTAL		13,970⁻

ADDITIVE ALTERNATE 3 - LOST TRAIL LOCATION 11 - NEW CLASS 1 BICYCLE TRAIL

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
2.0	1	LS	Erosion & Sediment Control	700 ⁻	700 ⁻
10.0	1700	LF	New Class 1 Double Lane Bicycle Trail	4.40 ⁻	7,480 ⁻
14.0	1	LS	Seeding and Mulching	2,400 ⁻	2,400 ⁻
			TOTAL		10,580 ⁻

ADDITIVE ALTERNATE 4 - LOST TRAIL LOCATION 21 & 22 - NEW CLASS 1 BICYCLE TRAIL, SHALLOW STREAM FORD, & TRAIL BLOCK

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
2.0	1	LS	Erosion & Sediment Control	300 ⁻	300 ⁻
10.0	170	LF	New Class 1 Double Lane Bicycle Trail	21.10 ⁻	3,587 ⁻
11.0	1	EA	Shallow Stream Ford	3,600	3,600 ⁻
13.0	2	EA	Trail Blocks	750 ⁻	750 ⁻ 1,500 ⁻ JW
14.0	1	LS	Seeding and Mulching	700 ⁻	700 ⁻
			TOTAL		9,687 ⁻

ADDITIVE ALTERNATE 5 - LOST TRAIL LOCATION 18 - 20 NEW CLASS 1 BICYCLE TRAIL, TRAIL RESTORATION, SHALLOW STREAM FORD, & TRAIL BLOCKS

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
2.0	1	LS	Erosion & Sediment Control	860 ⁻	860 ⁻
8.0	370	LF	Trail Restoration	4.45 ⁻	1,646.50
10.0	750	LF	New Class 1 Double Lane Bicycle Trail	4.55 ⁻	3,412.50
11.0	1	EA	Shallow Stream Ford	3,500	3,500 ⁻
13.0	2	EA	Trail Blocks	1,200 ⁻	2,400 ⁻
14.0	1	LS	Seeding and Mulching	2,300	2,300 ⁻
			TOTAL		14,119 ⁻

ADDITIVE ALTERNATE 6 - LOST TRAIL LOCATION 17 - NEW CLASS 1 BICYCLE TRAIL (TRAIL RELOCATION)

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
2.0	1	LS	Erosion & Sediment Control	450 ⁻	450 ⁻
10.0	500	LF	New Class 1 Double Lane Bicycle Trail	7.30 ⁻	3,650 ⁻
13.0	2	EA	Trail Blocks	1,225 ⁻	2,450 ⁻
14.0	1	LS	Seeding and Mulching	1,820	1,820 ⁻
			TOTAL		8,370 ⁻

ADDITIVE ALTERNATE 7 - LOST TRAIL LOCATION 12 - 16 TRAIL RESTORATION, SHALLOW STREAM FORD, & TRAIL BLOCKS

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
2.0	1	LS	Erosion & Sediment Control	785 ⁻	785 ⁻
6.0	2	EA	Trail Bench	3,000 ⁻	6,000 ⁻
8.0	730	LF	Trail Restoration	7.50 ⁻	5,475 ⁻
11.0	1	EA	Shallow Stream Ford	3,500 ⁻	3,500 ⁻
14.0	1	LS	Seeding and Mulching	4,040 ⁻	4,040
			TOTAL		19,800 ⁻

ADDITIVE ALTERNATE 8 - LOST TRAIL LOCATION 8 - TRAIL RESTORATION (SERVICE ROAD)

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
2.0	1	LS	Erosion & Sediment Control	770 ⁻	770 ⁻
8.0	800	LF	Trail Restoration	7.15 ⁻	5,720 ⁻
14.0	1	LS	Seeding and Mulching	1,800 ⁻	1,800 ⁻
			TOTAL		8,290⁻

ADDITIVE ALTERNATE 9 - OVERLOOK TRAIL LOCATIONS 1 AND 2 - PARKING LOT AND BRIDGE REPAIR

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
2.0	1	LS	Erosion & Sediment Control	2,600 ⁻	2,600 ⁻
3.0	278	SY	Parking Lot	23.40 ⁻	6,505.20 ⁻
12.0	1	LS	Bridge Pier Erosion Repair	4,300 ⁻	4,300 ⁻
14.0	1	LS	Seeding and Mulching	600 ⁻	600 ⁻
			TOTAL		14,005.20

ADDITIVE ALTERNATE 10 - LOST TRAIL LOCATION 23 - PARKING LOT & ACCESS

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
2.0	1	LS	Erosion & Sediment Control	700 ⁻	700 ⁻
3.0	684	SY	Parking Lot and Access Road	14.45 ⁻	9,883.80 ⁻
14.0	1	LS	Seeding and Mulching	1,500 ⁻	1,500 ⁻
			TOTAL		12,083.80

ADDITIVE ALTERNATE 11 - LOST TRAIL LOCATION 23 - NEW TRAIL FROM PARKING LOT TO BRIDGE

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
2.0	1	LS	Erosion & Sediment Control	700 ⁻	700 ⁻
10.0	400	LF	New Class 1 Double Lane Bicycle Trail	12.50 ⁻	5,000 ⁻
14.0	1	LS	Seeding and Mulching	500 ⁻	500 ⁻
			TOTAL		6,200⁻

ADDITIVE ALTERNATE 12 - KIOSK AND TRAIL SIGNS

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE \$	AMOUNT \$
4.0	2	EA	Kiosk	1,750 ⁻	3,500 ⁻
5.0	31	EA	Trail Signs	290 ⁻	8,990 ⁻
			TOTAL		12,490⁻

TOTAL BID PRICE (BASE BID PLUS ALTERNATIVES 1-12)

\$ 207,002⁻



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

Solicitation

NUMBER
DNR214072

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
DEAN WINGERD
304-558-0468

RFQ COPY

TYPE NAME/ADDRESS HERE

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O

DIVISION OF NATURAL RESOURCES
 JOBSITE
 SEE SPECIFICATIONS

DATE PRINTED
04/07/2014

BID OPENING DATE: 04/15/2014

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
ADDENDUM IS ISSUED:						
1. TO PROVIDE A COPY OF THE PRE-BID MEETING SIGN-IN SHEET FOR THE ABOVE SOLICITATION.						
2. TO PROVIDE ADDENDUM ACKNOWLEDGMENT. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN THE DISQUALIFICATION OF YOUR BID.						
***** END OF ADDENDUM NO. 1 *****						

SIGNATURE <i>Joseph L. Wain</i>	TELEPHONE 304-586-3736	DATE 04/15/14
TITLE V.P.	FEIN 550 678 046	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DNR214072**Addendum Number: 1**

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:

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

Description of Modification to Solicitation:

1. To provide a copy of the pre-bid meeting sign-in sheet.
2. To provide Addendum Acknowledgment form.

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

DNR214072
Non-Mandatory Pre-Bid Meeting Summary

Beech Fork State Park
Trail and Parking Improvements

Meeting Summary:

On April 2, 2014, a Non-Mandatory Pre-Bid meeting was held at Beech Fork State Park at 10:00 am. The meeting was conducted by Dillard Price, Park Superintendent, Beech Fork State Park, Mark Pennington, Consultant Engineer, and James G. Schotsch, State Parks Project Manager. Vendors signed in. Using the Pre-Bid Meeting Checklist, J Schotsch discussed administrative items and Mark Pennington discussed the Project Manual Documents, the Construction Plan Set and scope of work. Mr. Pennington discussed the Form of Proposal, specifically noting the Base Bid and the Additive Alternates are identical to the previous RFQ for this project. Bid submittal documents and location for the bid submittal were also discussed.

Project Walk-Through

Vendors accompanied Dillard Price, Mark Pennington and Jim Schotsch, through portions of the park areas included in the scope of work indentified in the Form of Proposal.


James G. Schotsch, PE

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number BEE TrailWork DNR214072 Date 04/02/2014 Park Beech Fork State Park

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

<p>Firm Name: <u>Dan Hill Construction</u> Firm Address: _____ _____ _____ Representative Attending: <u>Steve Giannini</u> Phone Number: <u>304-549-4330</u> Fax Number: <u>304-442-5525</u> Email Address: <u>Steve.Giannini@rocketmail.com</u></p>	<p>Firm Name: <u>DAN HILL CONSTRUCTION</u> Firm Address: <u>PO Box 685</u> <u>GAWLEY BRIDGE, WV</u> _____ _____ Representative Attending: <u>Michael Siemacko, Jr</u> Phone Number: <u>1-304-632-1600</u> Fax Number: <u>1-304-632-1501</u> Email Address: <u>rdanhill@hotmail.com</u></p>
<p>Firm Name: <u>Capital Builders</u> Firm Address: <u>4008 5th St. Rd.</u> <u>Huntington WV 25701</u> _____ _____ Representative Attending: <u>Rachel Merritt</u> Phone Number: <u>(304) 697-5002</u> Fax Number: <u>(304) 697-5004</u> Email Address: <u>brack@capitalbuilders.us</u></p>	<p>Firm Name: <u>CAPITOL VALLEY CONTRACTORS</u> Firm Address: <u>67 Robert Davis</u> <u>Eluvion, WV 25071</u> _____ _____ Representative Attending: <u>Mickey Faenor</u> Phone Number: <u>304 437-4505</u> Fax Number: <u>304 965-2223</u> Email Address: <u>Mickey@Capitol-Valley.com</u></p>
<p>Firm Name: <u>EAGLE CONTRACTOR LLC</u> Firm Address: <u>6497 WINFIELD ROAD</u> <u>WINFIELD WV. 25213</u> _____ _____ Representative Attending: <u>BARBIE F. FOSRER</u> Phone Number: <u>304-652-7781</u> Fax Number: <u>304-755-3150</u> Email Address: <u>rdent@gefinc.com</u></p>	<p>Firm Name: <u>WISEMAN EXCAVATING</u> Firm Address: <u>RT 1 BOX 190 LIBERTY WV</u> <u>25124</u> _____ _____ Representative Attending: <u>BRAD WISEMAN</u> Phone Number: <u>304 586 3736</u> Fax Number: <u>304 586 3780</u> Email Address: <u>WISEMANFARMATA@1.COM</u></p>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number BEE TrailWork DNR214072 Date 04/02/2014 Park Beech Fork State Park

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

<p>Firm Name: <u>N Powell Company</u> Firm Address: <u>3828 Main St</u> <u>Weirton, WV 26062</u></p> <p>Representative Attending: <u>Wm M Varkany</u> Phone Number: <u>304 748 3339 ext 472</u> Fax Number: <u>304 748 2307</u> Email Address: <u>tom@npowell.com</u></p>	<p>Firm Name: <u>G.L. Stone & Son, INC.</u> Firm Address: <u>24 First Street Hamlin, WV</u> <u>25523</u></p> <p>Representative Attending: <u>Allen Stone</u> Phone Number: <u>304-638-3005</u> Fax Number: <u>304-824-3848</u> Email Address: <u>allen@stoneson.com Stones Trucking @ozamint.net.</u></p>
<p>Firm Name: <u>DL MARTIN</u> Firm Address: <u>SCOTT DEPOT</u> <u>WEST VIRGINIA</u></p> <p>Representative Attending: <u>RICHARD STRATTON</u> Phone Number: <u>304 689 5582</u> Fax Number: <u>304 755 4899</u> Email Address: <u>SOUTHWEST@RENUVO@GMAIL.COM</u></p>	<p>Firm Name: <u>Tri State Comp</u> Firm Address: <u>P.O. Box 417</u> <u>Lincolnton WV 25537-0417</u></p> <p>Representative Attending: <u>Rodney Wilson</u> Phone Number: <u>304-736-2110</u> Fax Number: _____ Email Address: <u>Trisha.C@TSC.com</u></p>
<p>Firm Name: <u>JIM CONSTRUCTION, INC.</u> Firm Address: <u>P.O. Box 3926</u> <u>CHARLESTON, W. VA. 25539</u></p> <p>Representative Attending: <u>Eddie Alderson</u> Phone Number: <u>304-343-7448</u> Fax Number: <u>304-343-4884</u> Email Address: <u>JIMCONR@DEATHLINE.NET</u></p>	<p>Firm Name: <u>W.V. Paving</u> Firm Address: <u>2958 Charles Ave.</u> <u>Dunbar, WV. 25064</u></p> <p>Representative Attending: <u>Chris Followay</u> Phone Number: <u>304-768 9733</u> Fax Number: <u>304-768 9351</u> Email Address: <u>cfolloway@wvpaving.com</u></p>

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR214072

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.

WISEMAN EXCAVATING INC
Company

Joseph L. Wiseman VP.
Authorized Signature

04/15/2014
Date

NOTE: This addendum acknowledgment 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: WV043641

Classification:
GENERAL ENGINEERING

WISEMAN EXCAVATING INC
DBA WISEMAN EXCAVATING INC
515 WISEMAN FARMS RD
LIBERTY, WV 25124

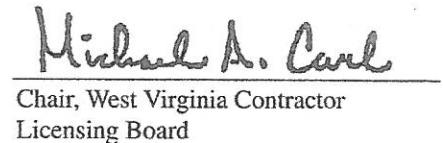
Date Issued

FEBRUARY 19, 2014

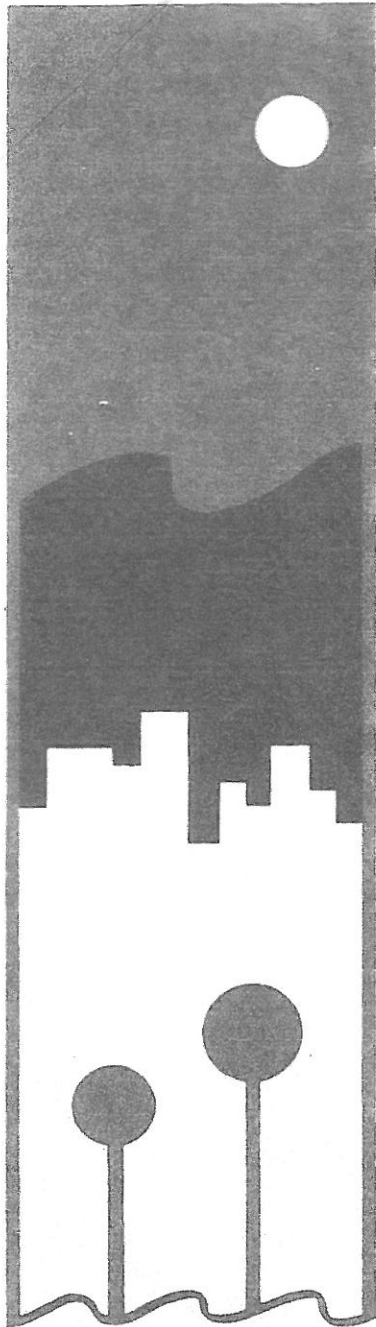
Expiration Date

FEBRUARY 19, 2015


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
CONTRACTOR
LICENSING
BOARD



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 bid 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 identify 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

1. 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 bid
5. Failure to supply a valid bid bond or other surety 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 PUTNAM, TO-WIT:

I, JOSEPH I WISEMAN, after being first duly sworn, depose and state as follows:

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

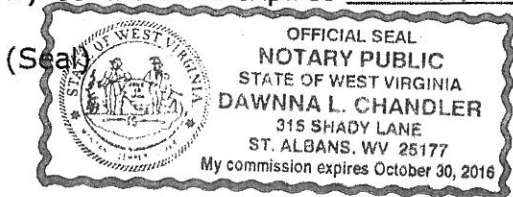
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

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

By: *Joseph I Wiseman*
 Title: VICE PRESIDENT
 Company Name: WISEMAN EXCAVATING INC
 Date: 04/15/2014

Taken, subscribed and sworn to before me this 15th day of April, 2014.

By Commission expires October 30 2016



Dawanna L. Chandler
 (Notary Public)

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

Agency DNR
REQ.P.O# DNR214072

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wiseman Excavating, Inc.
of Liberty, 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 _____
with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of five percent of amt bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
the construction of trail and parking improvements at Beech Fork State Park, West Virginia, in Cabell/Wayne
Counties

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 15th day of April, 20 14.

Principal Seal

Wiseman Excavating, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or Duly Authorized Agent)
Vice-President
(Title)

Surety Seal

Western Surety Company
(Name of Surety)
[Signature]
Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

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

Dawanna L Chandler, David M Jennings, James Craig Lett, Craig J Krenznel, Stacey L Cole, Individually

of Winfield, WV, 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 4th day of February, 2013.

WESTERN SURETY COMPANY



Paul T. Bruflat

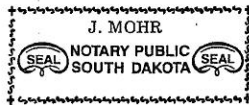
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of February, 2013, 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 15th day of April, 2014.



WESTERN SURETY COMPANY

L. Nelson

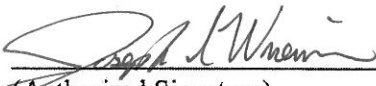
L. Nelson, Assistant Secretary

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.

WISEMAN EXCAVATING INC

(Company)



(Authorized Signature)

JOSEPH I WISEMAN, V.P.

(Representative Name, Title)

304-586-3736

(Phone Number)

304-586-3780

(Fax Number)

04/15/2014

(Date)

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: WISEMAN EXCAVATING INC

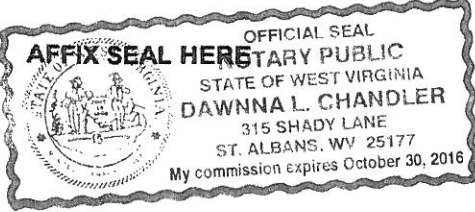
Authorized Signature: *Joseph W. Wiseman* Date: 04/15/2014

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 15th day of April, 2014.

My Commission expires October 30, 2016.



NOTARY PUBLIC *Dawanna L. Chandler*