



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

**Solicitation**

NUMBER
HOP14082

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER 304-558-0067

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Stonhard, Division of StonCor Group, Inc.  
 1000 East Park Avenue  
 Maple Shade, NJ 08052

SHIP TO

HEALTH AND HUMAN RESOURCES  
 HOPEMONT HOSPITAL  
 CENTRAL RECEIVING  
 150 HOPEMONT DRIVE  
 TERRA ALTA, WV  
 26764-7728 304-789-2411

DATE PRINTED
10/28/2013

BID OPENING DATE: 12/11/2013 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES (DHHR), BUREAU FOR BEHAVIORAL HEALTH & HEALTH FACILITIES TO ESTABLISH A CONTRACT TO PROVIDE LABOR, EQUIPMENT & SUPPLIES FOR THE RESURFACING OF THE KITCHEN AND CAFETERIA FLOORS OF HOPEMONT HOSPITAL LOCATED AT 150 HOPEMONT DRIVE, TERRA ALTA, WV 26764 PER THE ATTACHED SPECIFICATIONS AND INSTRUCTIONS TO BIDDERS.						
0001	1	JB	910-65			\$59,200.00
				PREPARATION AND RESURFACING OF THE KITCHEN FLOOR		
0002	1	EA	910-65			\$22,300.00
				PREPARATION AND RESURFACING OF THE CAFETERIA FLOOR		
***** THIS IS THE END OF RFQ HOP14082 ***** TOTAL:						\$81,500.00

12/11/13 10:31:49AM  
 West Virginia Purchasing Division

SIGNATURE <i>Mary Michalaska</i>	TELEPHONE 800-854-0310	DATE 12-10-13
TITLE Manager, Sales Admin. Training	FEIN 56-0184790	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

**Solicitation**

NUMBER
HOP14082

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

RFO COPY

VENDOR

Stonhard  
 1000 East Park Avenue  
 Maple Shade, NJ 08052

SHIP TO

HEALTH AND HUMAN RESOURCES  
 HOPEMONT HOSPITAL  
 CENTRAL RECEIVING  
 150 HOPEMONT DRIVE  
 TERRA ALTA, WV  
 26764-7728 304-789-2411

DATE PRINTED
11/26/2013

BID OPENING DATE: 12/11/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UGF	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 RESPONSES TO VENDORS' QUESTIONS REGARDING THE ABOVE SOLICITATION. QUESTION AND ANSWER PAGES ARE ATTACHED.						
3. TO PROVIDE THE ASBESTOS REPORT. ASBESTOS REPORT IS ATTACHED.						
4. 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>Mary Michalaka</i>	TELEPHONE 800-854-0310	DATE 12-10-13
TITLE Manager, Sales Admin. Training	FEIN 56-0184790	ADDRESS CHANGES TO BE NOTED ABOVE

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

## EXHIBIT A

PRICING PAGES FOR HOP14082				
ITEM #	DESCRIPTION	Est. Square Feet	UNIT PRICE	EXTENDED PRICE
1	Preparation & Resurfacing of Kitchen Floor	4800		59,200.00
2	Preparation & Resurfacing of Cafeteria floor	1400		22,300.00
Warranty: 2 year defects in materials and workmanship in services.				
OVERALL TOTAL COST				81,500.00

Note: Award will be made to the lowest overall total cost meeting all specifications.

\*\*Price bid shall include all general labor, supplies & other incidental necessary to perform the contract.

VENDOR NAME: Stonhard, Division of StonCor Group, Inc.  
 ADDRESS: 1000 East Park Avenue  
Maple Shade, NJ 08052  
 FAX #: 856-321-7631  
 PHONE #: 800-854-0310  
 E-MAIL ADDRESS: mmichalski@stonhard.com jdisaia@stonhard.com  
 REMIT TO ADDRESS: PO Box 931947  
Cleveland, OH 44193  
 SIGNATURE: Mary Michalski  
 DATE: 12-10-13

**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: StonCor Group Inc.

Contractor's License No. WV020826

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:

# STONHARD

1000 East Park Avenue  
Maple Shade, NJ 08052  
856/779-7500  
FAX: 856/321-7631

Ms. Roberta Wagner  
Hopemont Hospital  
150 Hopemont Hospital  
Terra Alta , WV 26764

Project Name: **Hopemont Hospital Central Receiving**

---

December 10, 2013

Re: Quote Number: **4126394**

Dear Ms. Roberta Wagner:

Thank you for the opportunity to work with you on the Hopemont Hospital Central Receiving project at Hopemont Hospital, 150 Hopemont Hospital, Terra Alta WV 26764 . For this project, Stonhard proposes the following scope of work and pricing:

Area Name	Size	Product
Kitchen Floor	4,800 sq ft	STONCLAD UT COLOR TBD LIGHT
Cafeteria Floor	1,400 sq ft	STONTEC QBF TBD LARGE

**Area Name: KITCHEN FLOOR**

**Scope of Work (Kitchen Floor):**

- Mechanically prepare all accessible areas with the use of a Blastrac machine. This procedure removes all surface laitance, oil, grease and dirt from the substrate and provides a mechanical profile to enhance bonding.
- Stonclad UT - A 1/4" self-priming, textured, four-component, notch trowel applied polyurethane mortar system consisting of a urethane-urea binder, pigments, powders and quartz aggregates. The system is sealed with a high performance, chemically resistant urethane sealer.

**Conditions of Use (Kitchen Floor):**

- The floor is subject to the spillages of Water at a concentration of 100% and a temperature of more than 150° F.
- The floor is mopped with water occasionally at a temperature of 65° F.
- The floor is subject to cart traffic on rubber wheels with a maximum load of no more than 20,000 lbs.

**Warranty (Kitchen Floor):**

- Refer to Terms and Conditions for detailed warranty.

**Pricing (Kitchen Floor):**

- \$59,200.00 based on prevailing wage labor.

12/10/2013

Hopemont Hospital, Quote 4126394

Page 2 of 7

**Area Name: CAFETERIA FLOOR**

**Scope of Work (Cafeteria Floor):**

- Stontec QBF is a nominal 1/8" thick decorative flooring system with a stain resistant surface for quick turn around applications. The color flake or decorative quartz aggregate broadcast layer results in an attractive floor surface with unlimited color options and is sealed with an epoxy sealer to form a seamless surface.

**Conditions of Use (Cafeteria Floor):**

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 100% of the floor through normal operations on a daily basis.
- The floor is mopped with water daily at a temperature of 65° F.
- The floor is subject to foot traffic only.

**Warranty (Cafeteria Floor):**

- Refer to Terms and Conditions for detailed warranty.

**Pricing (Cafeteria Floor):**

- \$22,300.00 based on prevailing wage labor.

**Pricing Assumes:**

- Proposal assumes prevailing wage labor.
- Customer to provide proper temperature (60-90F), finished lighting, and power (220v, 60 amp, 3 phase or 440v, 30 amp, 3 phase).
- Area is to be free and clear of all trades and moveable equipment prior to Stonhard's arrival.
- Area to be free of all traffic and activity during the installation and for a twelve-hour period after it is completed.
- Area must be dry and remain dry and free from drips and leaks during the installation and cure time.
- Finished floor will follow contour of existing substrate.
- Stonhard is not responsible for standing water unless the contract includes the entire floor area to be pitched to drain with a slope equal to or greater than 1/4" per linear foot. Liquids will not flow freely and will require assistance to drain properly on any floor area sloped less than 1/4" per linear foot.

**Options:**

Addendum One/Question One: Installation of Stoncrete SL1 which is Stonhard's equivalent to QuestMark Deco-pour. One unit of SL1 yields .52 cu./ft. Additional \$52 per unit.

**Exclusions:**

- Quote excludes cove base.

**Special Terms and Conditions:**

- Quote includes four separate mobilizations for Kitchen and Cafeteria Floor.

**General Terms & Conditions: The following terms and conditions are hereby made a part of this Agreement.**

1. RESPONSIBILITIES OF STONHARD:

a. Stonhard has visually inspected the project site prior to the commencement of work and agrees to the contract work based on the existing nature of the project site as it appears and is represented by the Customer. In the event that concealed conditions are revealed which would materially change the nature of the contract work, Stonhard is entitled to cease work until such time as the contract sum has been adjusted equitably to compensate for such change.

b. Stonhard shall keep the premises free from the accumulation of waste material or rubbish which results from the execution of its work. In no event shall Stonhard be responsible for any unclean conditions caused by others.

c. Upon request by the Customer, Stonhard will furnish certificates of Workman's Compensation Insurance and Liability Insurance.

d. Stonhard shall make all necessary arrangements to have any excess Stonhard products picked up after completion of the contract work.

2. RESPONSIBILITIES OF CUSTOMER:

a. Customer has conducted an investigation of the project site prior to the commencement of work and represents that the existing nature and condition of the project site is as it appears and that there are no other concealed conditions which would materially change the nature of the contract work.

b. Customer shall have the project site swept clean and made free of all obstructions, and shall remove all food items, organic materials and other products stored at or near the project site to prevent any contamination or spoilage that may occur and shall make the project site available for Stonhard at the agreed upon date and time in which the contract work is to commence.

c. Customer shall provide Stonhard, at no charge, all necessary utility services required for the proper execution of the contract work. The Customer shall further provide Stonhard with a dumpster or other reasonable alternative in which Stonhard may dispose of its waste and rubbish.

d. Customer shall provide and maintain a minimum continuous temperature of 60 degrees Fahrenheit at the floor level of the project site and provide a similarly suitable warm and dry area for storage of Stonhard's products and equipment during the course of the work.

e. Customer shall insure that no other work or tasks will be contemporaneously performed in the work area by the Customer, other trades or subcontractors once Stonhard has commenced performance of its work.

f. Customer, upon completion of work by Stonhard, shall protect Stonhard's work from damage caused by the Customer, their workmen or subsequent contractors.

3. PAYMENTS:

a. Payment of Invoices - All invoices are due Net 30 Days from Invoice Date.

b. Cancellation Charges - Any cancellation of a confirmed order will result in a cancellation fee of not less than 15% of the contract amount. Payment terms will be due Net 10 Days after receiving written notice of cancellation. If written notification is not given to Stonhard at least seven (7) days prior to commencement of work, Stonhard will be entitled to an additional re-scheduling fee of not less than 10% of the contract amount.

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Hopemont Hospital, Quote 4126394

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4. **LIMITATION OF LIABILITIES:** The parties acknowledge that in the event repairs need to be performed to the contract work, Stonhard's liability shall be limited to furnishing the labor and the materials necessary to reinstall the defective areas. Unless otherwise agreed in writing signed by an authorized agent of Stonhard, Stonhard's obligation to furnish the labor and materials necessary to reinstall the defective areas shall terminate one (1) year after the completion of the original contract work. Stonhard shall not be liable for damages to the contract work resulting from ordinary wear and tear, gouging, impact, failure of the Customer to protect the work as outlined in Section 2.f, the occurrence of reverse impact or the effects of osmotic or hydrostatic pressure or moisture vapor transmission. The parties further acknowledge that Stonhard shall not be responsible for any consequential or incidental damages resulting from any breach of warranty.

#### Two Year Warranty (Cafeteria Floor):

The products and labor, furnished by Stonhard, Division of StonCor Group, Inc. ("Work"), Systems, is subject to the express warranty set forth below:

1. **WARRANTY.** Stonhard warrants that the products will bond to the substrate, will not blister, will be free from manufacturing defects, and will otherwise conform to the Product Data Sheets and Chemical Resistance Guides that were in effect at the time of the commencement of installation.
2. **PERIOD OF WARRANTY.** This warranty is for a period of two years from the date of substantial completion of the Work. Where the Work is performed in separate and distinct phases or mobilizations, the date of substantial completion for the work in a particular phase or mobilization is the date when work in that particular phase or mobilization is completed, not when the all of Stonhard's work is completed or the completion of the entire project.
3. **LIMITATION OF REMEDY.** As to any products that were defectively manufactured or installed ("Warranty Issue") discovered on or before the end of the warranty period, Stonhard's liability is limited to furnishing the labor and materials necessary to repair the defective areas. Such repairs are Owner's exclusive remedy and the limit of liability of Stonhard, regardless of Owner's damages, including incidental and consequential damages, and regardless of any legal theory, including tort, contract, and strict liability. **IN NO EVENT SHALL STONHARD OR THEIR SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.**
4. **NOTICE OF DEFECT.** Upon discovery of a Warranty Issue, Owner shall notify Stonhard by certified mail within thirty (30) days of the Warranty Issue ("Notice of Defect"). The Notice of Defect must set forth the factual basis for the Warranty Issue.
5. **COOPERATION BY OWNER.** Owner shall afford Stonhard a reasonable opportunity to investigate any alleged flooring defect and shall cooperate fully with such investigation.
6. **TERMS OF REPAIRS:**

Defective areas will be repaired within a reasonable period of time after said notice to Stonhard, subject to delays by strikes, acts of God, or other causes beyond reasonable control of Stonhard, and provided that, in the case of repairs, Owner has removed at its sole cost and expense all obstructions which would hinder or interfere with repairs being made in the most expedient and least costly manner.
7. **EXCLUSIONS FROM WARRANTY:**

The following items are not covered by this warranty:

  - a. discoloration or staining;
  - b. reasonable variations in color between samples, installed products, and repair materials;
  - c. misuse, abuse, or improper maintenance of the floor;
  - d. ordinary wear and tear, gouging, impact, or failure of the Owner to protect the work;
  - e. except when the effects of osmotic or hydrostatic pressure or moisture vapor transmission; or,
  - f. vandalism or acts of God or war.

The following items will void this warranty:

  - g. Stonhard is not paid timely and in full for all goods and services sold by them in connection with the project;
  - h. the nature of the service conditions to which the flooring system is subjected changes in any significant way from the service conditions described for the Project;
  - i. flaws or errors in the design or construction of the substrate or ancillary facilities materially contribute in any important way to the failure of the floor;
  - j. the Owner does not cooperate fully with reasonable investigations by Stonhard regarding alleged defects; or,
  - k. Stonhard is not given timely notice in writing of any breach of warranty.
8. **DISCLAIMER. THIS IS THE SOLE WARRANTY GIVEN BY STONHARD. IT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The provisions of the warranty supersede any provisions to the contrary in any of Owner's forms or documents or otherwise.



12/10/2013

Hopemont Hospital, Quote 4126394

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9. THIS WARRANTY IS NEITHER TRANSFERABLE NOR ASSIGNABLE.

### Two Year Defined Warranty (Kitchen Floor):

The products and labor, furnished by Stonhard, Division of StonCor Group, Inc. ("Work"), Systems, is subject to the express defined warranty set forth below:

1. **DEFINED WARRANTY.** Stonhard warrants that the products will bond to the substrate, will not blister, will be free from manufacturing defects, and will otherwise conform to the Product Data Sheets and Chemical Resistance Guides that were in effect at the time of the commencement of installation.
2. **PERIOD OF WARRANTY.** This defined warranty is for a period of two years from the date of substantial completion of the Work. Where the Work is performed in separate and distinct phases or mobilizations, the date of substantial completion for the work in a particular phase or mobilization is the date when work in that particular phase or mobilization is completed, not when the all of Stonhard's work is completed or the completion of the entire project.
3. **LIMITATION OF REMEDY.** As to any products that were defectively manufactured or installed ("Warranty Issue") discovered on or before the end of the warranty period, Stonhard's liability is limited to furnishing the materials necessary to repair the defective areas and a portion of the labor as set forth in 6 below. Such repairs are Owner's exclusive remedy and the limit of liability of Stonhard, regardless of Owner's damages, including incidental and consequential damages, and regardless of any legal theory, including tort, contract, and strict liability. **IN NO EVENT SHALL STONHARD OR THEIR SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.**
4. **NOTICE OF DEFECT.** Upon discovery of a Warranty Issue, Owner shall notify Stonhard by certified mail within thirty (30) days of the Warranty Issue ("Notice of Defect"). The Notice of Defect must set forth the factual basis for the Warranty Issue.
5. **COOPERATION BY OWNER.** Owner shall afford Stonhard a reasonable opportunity to investigate any alleged flooring defect and shall cooperate fully with such investigation.
6. **TERMS OF REPAIRS:**  
Defective areas will be repaired within a reasonable period of time after said notice to Stonhard, subject to delays by strikes, acts of God, or other causes beyond reasonable control of Stonhard, and provided that, in the case of repairs, Owner has removed at its sole cost and expense all obstructions which would hinder or interfere with repairs being made in the most expedient and least costly manner.

The Owner will be responsible for a portion of the cost of labor necessary to repair the defective areas on the schedule set forth below.

- a. **Within One Year:** For warranty issues reported within one year of substantial completion, Owner will not be responsible for any portion of the labor required to repair the defective areas.
  - b. **Within Two Years:** For warranty issues reported after one year but within two years of substantial completion, Owner will be responsible for the full cost of the labor required to repair the defective areas and will reimburse Stonhard that amount upon demand.
7. **EXCLUSIONS FROM DEFINED WARRANTY:**  
The following items are not covered by this defined warranty:
- a. discoloration or staining;
  - b. reasonable variations in color between samples, installed products, and repair materials;
  - c. misuse, abuse, or improper maintenance of the floor;
  - d. ordinary wear and tear, gouging, impact, or failure of the Owner to protect the work;
  - e. except where a moisture-mitigation system is installed, the effects of osmotic or hydrostatic pressure or moisture vapor transmission; or,
  - f. vandalism or acts of God or war.

The following items will void this warranty:

- g. Stonhard is not paid timely and in full for all goods and services sold by them in connection with the project;
  - h. the nature of the service conditions to which the flooring system is subjected changes in any significant way from the service conditions described for the Project;
  - i. flaws or errors in the design or construction of the substrate or ancillary facilities materially contribute in any important way to the failure of the floor;
  - j. the Owner does not cooperate fully with reasonable investigations by Stonhard regarding alleged defects; or,
  - k. Stonhard is not given timely notice in writing of any breach of warranty.
8. **DISCLAIMER.** THIS IS THE SOLE WARRANTY GIVEN BY STONHARD. IT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The provisions of the warranty supersede any provisions to the contrary in any of Owner's forms or documents or otherwise.

12/10/2013

Hopemont Hospital, Quote 4126394

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9. THIS WARRANTY IS NEITHER TRANSFERABLE NOR ASSIGNABLE.

5. EFFECT OF DEFAULT: In the event of a default by the Customer of any of the covenants or conditions of this Agreement, Stonhard shall be entitled to the following remedies to all other rights and remedies afforded by law: a. Right to Stop Work - Stonhard shall have the right to stop work if any payments due are not made as provided under this Agreement. b. Cost of Performance - If Stonhard is entitled to stop work as outlined in subparagraph (a) above, it shall have the right to bill the Customer for the work rendered up to the date of the stoppage and for materials shipped to the project site. c. Additional Work - Any additional costs to Stonhard resulting from failure of the Customer to provide site conditions as outlined in Sections 2.a, 2.b, 2.c, 2.d, 2.e and 2.f shall be paid by the Customer. d. Interest on Unpaid Balances - In the event any payments due hereunder become in default, Customer agrees that any and all such sums shall accrue Interest at the rate of twelve percent (12%) per annum or the maximum rate allowable by law, whichever is less. e. Attorney's Fees - If Stonhard is required to initiate legal action to collect any amounts due and owing or to foreclose on any liens filed on the work, such costs and fees that Stonhard may recover include any and all prelitigation expenses, including attorney's fees incurred in attempting to recover said amounts.

6. GOVERNING CLAUSE: This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. ENTIRE AGREEMENT: This Agreement shall constitute the entire Agreement between the parties and the parties acknowledge that there are no other verbal or written Agreements, understandings or customs affecting the Agreement.

8. AUTHORIZED AGENCY: All contracts and purchase orders must be signed by an authorized agent of Stonhard. This may be accomplished through a Division Office or Corporate Headquarters. No other parties engaging in such contracts or purchase orders will be acting as an agent for Stonhard.

9. Quote valid for 90 days.

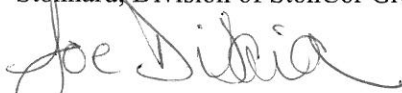
**Pricing Summary**

- Kitchen Floor **\$59,200.00** based on prevailing wage \_\_\_\_\_  
labor
- Cafeteria Floor **\$22,300.00** based on prevailing wage \_\_\_\_\_  
labor
- If both areas are installed at the the same time, the price would be **\$81,500.00** \_\_\_\_\_  
based on prevailing wage labor.

Thank you for the opportunity to present you with this Stonhard proposal. If this proposal meets with your approval please initial the appropriate line(s) above, sign below and fax to my attention. Or if you prefer to utilize your own Purchase Order, please reference Quote #4126394 and send a copy to my attention at the above address.

If you have any questions, please contact me at 1000 East Park Avenue, Maple Shade, New Jersey. Phone: 856/779-7500 Fax: 856/321-7631 or on my cell phone at 4127161420. I look forward to working with you on this upcoming project.

Sincerely,  
Stonhard, Division of StonCor Group, Inc.



Joseph DiSaia  
Territory Manager

Accepted By:

\_\_\_\_\_  
STONHARD, Division of StonCor Group, Inc.  
Thomas Blair, Area Manager

\_\_\_\_\_  
Ms. Roberta Wagner

\_\_\_\_\_  
12/10/2013

Consent of Surety



THE HARTFORD

The Insurance People of **III**

The HARTFORD FIRE INSURANCE COMPANY, a Corporation organized and existing under the laws of the State of CONNECTICUT, licensed to do business in the State of New Jersey, hereby consents and agrees that if the contract for

Resurfacing of Kitchen and Cafeteria Floors  
Hopemont Hospital, Health an Human Resources, Terra Alta, WV

be awarded to

Stonhard, Division of Stoncor Group Inc

the undersigned Corporation agrees with the said

State of West Virginia

to execute the final bond as required by the specifications and to become surety in the full amount of the contract price for the faithful performance of the contract.

In witness whereof, the undersigned Corporation has caused this agreement to be signed by its duly authorized representative and its Corporate Seal to be hereto affixed this 11th day of December, 2013

HARTFORD FIRE INSURANCE COMPANY

BY: \_\_\_\_\_

Lisa A. Post

, ATTORNEY-IN-FACT

# HARTFORD FIRE INSURANCE COMPANY

**Hartford, Connecticut**  
*Financial Statement, June 30, 2012*  
 (Statutory Basis)

**ASSETS**

U.S. Government Bonds .....	\$ 544,836,096
Bonds of Other Governments .....	244,884,558
State, County Municipal Miscellaneous Bonds .....	11,873,593,290
Stocks .....	5,572,166,497
Short Term Investments .....	150,051,955
	<b>\$ 18,385,532,396</b>
Real Estate .....	\$ 189,813,290
Cash .....	74,656,724
Agents' Balances (Under 90 Day) .....	2,880,619,171
Other Invested Assets .....	540,626,951
Miscellaneous .....	2,363,391,779
<b>Total Admitted Assets .....</b>	<b>\$ 24,434,640,311</b>

**LIABILITIES**

Reserve for Claims and Claim Expense.....	\$ 7,283,244,396
Reserve for Unearned Premiums .....	2,010,445,972
Reserve for Taxes, License and Fees .....	55,092,690
Miscellaneous Liabilities .....	2,102,384,411
<b>Total Liabilities .....</b>	<b>\$ 11,451,167,469</b>
Capital Paid In \$	54,740,000
Surplus .....	<u>12,928,732,842</u>
<b>Surplus as regards Policyholders.....</b>	<b>\$ 12,983,472,842</b>
<b>Total Liabilities, Capital and Surplus .....</b>	<b>\$ 24,434,640,311</b>

STATE OF CONNECTICUT  
 COUNTY OF HARTFORD  
 CITY OF HARTFORD

}

ss.

M. Ross Fisher, Vice President, and Wesley W. Cowling, Assistant Secretary of the Hartford Fire Insurance Company, being duly sworn, each deposes and say that the foregoing is a true and correct statement of the said company's financial condition as of June 30, 2012.

Subscribed and sworn to before me  
 this 18th day of September, 2012.

*Kathleen T. Maynard*

---

Kathleen T. Maynard  
 Notary Public  
 My Commission Expires July 31, 2016



*M. Ross Fisher*

---

M. Ross Fisher, Vice President

*Wesley W. Cowling*

---

Wesley W. Cowling, Assistant Secretary

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: 44 419358

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of UNLIMITED** ;  
 LISA A. POST, JEFFREY E. POST OF MEDFORD, NEW JERSEY

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(les) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004, the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Scott Sadowsky*

Scott Sadowsky, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
 COUNTY OF HARTFORD } ss. Hartford

On this 3<sup>rd</sup> day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Paseka*

Scott E. Paseka  
 Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **December 11th 2013**  
 Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

**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.

Stonhard, Division of StonCor Group, Inc.

(Company)

Mary Michalski

(Authorized Signature)

Mary Michalski, Manager Sales Administration Training

(Representative Name, Title)

800-854-0310

(Phone Number)

856-321-7631

(Fax Number)

12-10-13

(Date)

0025

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: HOP14082**

**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.

Stonhard, Division of StonCor Group, Inc.

Company

Mary Michalaki  
Authorized Signature

12-10-13

Date

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



**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,  
STONHARD, DIVISION OF STONCOR GROUP INC 1000 E. PARK AVE. MAPLE SHADE, NJ 08052  
as Principal, and HARTFORD FIRE INSURANCE COMPANY of KING OF PRUSSIA, PA,  
a corporation organized and existing under the laws  
of the State of CT with its principal office in the City of  
KING OF PRUSSIA, PA, as Surety, are held and firmly bound unto The State  
of West Virginia, as Obligee, in the penal sum of FIVE PERCENT OF AMOUNT BID  
(\$ 5%) for the payment of which, well and truly to be made,  
we jointly and severally bind ourselves, our heirs, administrators, executors,  
successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to  
the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto  
and made a part hereof to enter into a contract in writing for \_\_\_\_\_  
RESURFACING OF KITCHEN AND CAFETERIA FLOORS  
HOPEMONT HOSPITAL, HEALTH AND HUMAN RESOURCES, TERRA ALTA, WV

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 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 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, the 11TH day of DECEMBER, 2013.

Principal Seal

STONHARD, DIVISION OF STONCOR GROUP INC

(Name of Principal)

By [Signature]  
(Must be President, Vice Pres  
Duly Authorized Agent)



Exec. V. P. - Finance

Title