



# West Virginia Purchasing Division

2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2306  
General Fax: 304-558-6026  
Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 1

List View

**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#)

Procurement Folder: 295833

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0310

Vendor ID:

SO Doc ID: DNR1700000039

Legal Name: HULLS CONTRACTING INC

Published Date: 3/10/17

Alias/DBA:

Close Date: 3/23/17

Total Bid: \$135,000.00

Close Time: 13:30

Response Date:

Status: Closed

Response Time:

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 295833

**Solicitation Description :** Addendum No.01, Watters Smith SP Demolition Project

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-03-23 13:30:00	SR 0310 ESR03231700000004578	1

VENDOR
000000206536 HULLS CONTRACTING INC

**Solicitation Number:** CRFQ 0310 DNR1700000039

**Total Bid :** \$135,000.00

**Response Date:** 2017-03-23

**Response Time:** 12:31:31

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Demolition services	0.00000			\$135,000.00

Comm Code	Manufacturer	Specification	Model #
72141510			

<b>Extended Description :</b>	Demolition services
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Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 295833

Doc Description: Watters Smith SP Pool & Structures Demolition Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-23	2017-03-23 13:30:00	CRFQ 0310 DNR1700000039	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

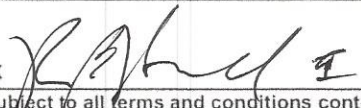
**VENDOR**

Vendor Name, Address and Telephone Number:

Hull's Contracting Inc.  
 426 Slab Camp Rd.  
 French Creek, WV 26218  
 304-924-9333  
 Contractor Lic. #  
 WV006868

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X  FEIN # 55-0688205 DATE 3/23/17  
 All offers subject to all terms and conditions contained in this solicitation

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DNR 1700000039**

**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.

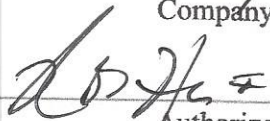
**Addendum Numbers Received:**

(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.

Hull's Contracting Inc.  
Company

  
Authorized Signature

3-22-17  
Date

WV Contractor Lic # WV006868

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

Revised 6/8/2012

**ADDITIONAL INFORMATION:**

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Natural Resources, Parks and Recreation Section, to establish a one-time construction contract to demolish the swimming pool and surrounding structures located in Watters Smith Memorial State Park, Harrison County, West Virginia, per the bid requirements, specifications and terms and conditions that are apart of this solicitation and attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES WATTERS SMITH MEMORIAL STATE PARK 831 RR 3 LOST CREEK WV 26385 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Demolition services	1	LS	LS	\$ 135,000.00

Comm Code	Manufacturer	Specification	Model #
72141510			

Extended Description :  
Demolition services

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Roger B. Hull II, Vice President  
 (Name, Title)  
Roger B. Hull II, Vice President  
 (Printed Name and Title)  
426 Slab Camp Rd. French Creek, WV 26218  
 (Address)  
304-924-9333      304-924-9133  
 (Phone Number) / (Fax Number)  
hullskon@yahoo.com  
 (email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Hull's Contracting Inc.      # WV006868  
 (Company)  
Roger B. Hull II      Roger B. Hull II, Vice President  
 (Authorized Signature) (Representative Name, Title)  
Roger B. Hull II, Vice President  
 (Printed Name and Title of Authorized Representative)  
3/23/17  
 (Date)  
304-924-9333      304-924-9133  
 (Phone Number) (Fax Number)



REQUEST FOR QUOTATION  
Pool Demolition  
Watters Smith Memorial State Park

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10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

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

**11. MISCELLANEOUS:**

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

Contract Manager: Roger B. Hull II

Telephone Number: 304-924-9333 304-613-6662

Fax Number: 304-924-9133

Email Address: hullscn@yahoo.com

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

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.

Hull's Contracting Inc.  
Company

Roger B. Hull II  
Authorized Signature

3/23/17  
Date

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

Exhibit "A" Pricing Page

WATTERS SMITH MEMORIAL STATE PARK  
DEMOLITION OF SWIMMING POOL AND SURROUNDS

DATE: 3/23/17

NAME OF VENDOR: Hull's Contracting Inc. Lic # WV006868

AUTHORIZED SIGNATURE: [Signature]

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

BASE BID:

For the sum of: \$ 135,000.<sup>00</sup>  
(Show amount in Numbers)

One Hundred Thirty-five Thousand + No/100.  
(Show amount in Words)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 09 - Construction

Proc Folder: 295833

Doc Description: Watters Smith SP Pool & Structures Demolition Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-23	2017-03-23 13:30:00	CRFQ 0310 DNR1700000039	1

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Hull's Contracting Inc WV# WV006868  
 426 Slab Camp Rd.  
 French Creek, WV 26218  
 304-924-9333

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

Signature X

FEIN # 55-0688205

DATE 3/23/17

All offers subject to all terms and conditions contained in this solicitation

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Hull's Contracting, Inc.  
of French Creek, WV, as Principal, and Merchants National Bonding, Inc.  
of Des Moines, IA, a corporation organized and existing under the laws of the State of  
IA with its principal office in the City of Des Moines, 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  
Watters Smith SP Pool & Structures Demolition Project - According to Plans & Specifications

**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 23rd day of March, 2017.

Principal Seal



Surety Seal



Hull's Contracting, Inc.  
(Name of Principal)  
By: [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)  
Vice President  
(Title)

Merchants National Bonding, Inc.  
(Name of Surety)  
By: [Signature]  
Patricia A. Moyer, WV Resident Agent 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.**

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Allan L McVey; Gregory T Gordon; Kimberly J Wilkinson; Patricia A Moye

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**EIGHT MILLION (\$8,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

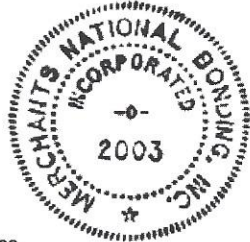
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015



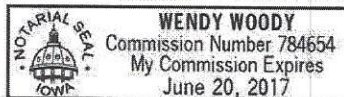
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., 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 and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of March, 2017



*William Warner Jr.*  
Secretary

POA 0014 (6/15)



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

STATE OF WEST VIRGINIA,  
COUNTY OF Upshur, TO-WIT:

I, Roger B. Hull II, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Hull's Contracting Inc.; and,  
(Company Name)
- 2. I do hereby attest that Hull's Contracting Inc.  
(Company Name)

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

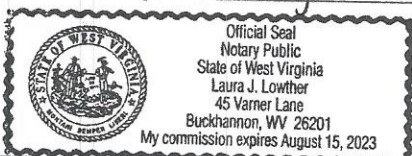
The above statements are sworn to under the penalty of perjury.

Printed Name: Roger B. Hull II  
 Signature: [Handwritten Signature]  
 Title: Vice President  
 Company Name: Hull's Contracting Inc.  
 Date: 3/23/17

Taken, subscribed and sworn to before me this 23 day of March, 2017.

By Commission expires August 15, 2023

(Seal)



[Handwritten Signature]  
(Notary Public)

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

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: Hubb's Contracting Inc.  
Authorized Signature: [Signature] Date: 3/23/17

State of WV  
County of Upshur, to-wit:

Taken, subscribed, and sworn to before me this 23 day of March, 2017.  
My Commission expires August 15, 2023.

**AFFIX SEAL HERE**

NOTARY PUBLIC [Signature]  
Purchasing Affidavit (Revised 08/01/2015)

