

FAX

6/17/2019 5:26 PM (UTC-5)

SENDER

From: Zachary Adams
Contacts: 17174483228

MESSAGE

Sealed bid: DNR Watters Smith Bike/Pedestr
ian Trail Project
Buyer: Guy Nisbet
Solicitation Number: CRFQ DNR 1900000009
Bid Opening Date: June 18, 2019
Bid Opening Time: 13:30
Fax Number: 304.558.3970

RECEIVED
2019 JUN 18 AM 8:33
WV PURCHASING
DIVISION



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: 569433

Doc Description: Watters Smith MSP Bike/Pedestrian Trails Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-05-20	2019-06-12 13:30:00	CRFQ 0310 DNR1900000009	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:

Dirt Endeavors LLC DBA Appalachian Dirt

Zachary Adams

22 Thistle Lane

Davis, WV 26260

c- (717) 448-3228

e- appalachian.dirt@gmail.com

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet

(304) 558-2596

guy.l.nisbet@wv.gov

Signature X

FEIN # 83-4309813

DATE 6/14/19

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

ADDITIONAL INFORMATION:

Request for Quotation
 (Construction Services for Watters Smith Bike/Pedestrian Trail Project)

The West Virginia Purchasing Division is soliciting bids on behalf of the agency, The Division of Natural Resources (WVDNR) to establish a one-time construction contract for services to rehabilitate and construct current and new pedestrian and bike trails, located at Watters Smith Memorial State Park, located at Lost Creek, Harrison County, West Virginia 26385 per the specifications, terms & conditions as attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services				

Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :
 Bike/Pedestrian trail rehabilitation and construction at Watters Smith Memorials State Park.

DNR190000009	Document Phase Final	Document Description Watters Smith MSP Bike/Pedestrian Trails Project	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
Request for Quotation
09 - Construction

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BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

Appalachian Dirt
22 Thistle Lane, Davis, WV 26260
(777) 448-3228

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2598
guy.i.nisbet@wv.gov

Signature X

FEIN# 83-4309813

DATE 6/14/19

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

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Request for Quotation
 (Construction Services for Walters Smith Bike/Pedestrian Trail Project)

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Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :
 Bike/Pedestrian trail rehabilitation and construction at Walters Smith Memorials State Park.

DNR1900000008	Document Phase Draft	Document Description Walters Smith MSP Bike/Pedestrian Trails Project	Page 3
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ADDITIONAL TERMS AND CONDITIONS

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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:

Watters Smith State Park Headquarters
831 RR 3 Duck Creek Road
Lost Creek, WV 26385-0296

May 29, 2019 at 11:00 AM EDT

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.

Revised 01/24/2019

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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: June 4, 2019 at 10:00 AM EDT

Submit Questions to: Guy Nisbet, Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Guy.L.Nisbet@WV.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:	DNR Watters Smith Bike/Pedestrian Trail Project
BUYER:	Guy Nisbet
SOLICITATION NO.:	CRFQ DNR1900000609
BID OPENING DATE:	June 12, 2019
BID OPENING TIME:	1:30 PM EDT
FAX NUMBER:	304.558.3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 N/A 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: (This only applies to CRFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: June 12, 2019 at 1:30 PM EDT

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.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

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. 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.

13. 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.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, 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 contract award 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.

17. 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.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wVOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document 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. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" 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 contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "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: 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 should be delivered to the Agency and then submitted to the Purchasing Division 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. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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 three hundred sixty-five(365) calendar days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

Revised 01/24/2019

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 Award Document 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. 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 a 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

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 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

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.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, 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 Contractor's License (current/valid)

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. 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 in this section.

Vendor must maintain:

- Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.
- Cyber Liability Insurance** in an amount of: _____ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.
- Pollution Insurance** in an amount of: _____ per occurrence.
- Aircraft Liability** in an amount of: _____ per occurrence.
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-
-
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\$100.00 per calendar day for each calendar day past the 365 day deadline

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: 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.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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 also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. 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.

24. 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. PRIVACY, SECURITY, AND 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.wy.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

35. 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.

36. 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.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

40. 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.

41. 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.

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

42. 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 hearth, 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:
- c. 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
- d. 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.

43. 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

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"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 or 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Appalachian Dirt (Zachary Adams)
Contractor's License No.: WV-057505

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. 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, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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 shall 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.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. 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.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below:

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

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 bid fails, is unable, or refuses to perform his subcontract.

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.

Zachary Adams, Owner
(Name, Title)

Zachary Adams, Owner
(Printed Name and Title)

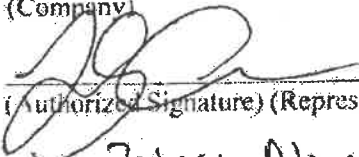
22 Thistle Lane, Davis, WV 26260
(Address)

717-448-3228 / n/a
(Phone Number) / (Fax Number)

appalachian dirt@gmail.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.

Dirt Endeavors LLC DBA Appalachian Dirt
(Company)

 (Zachary Adams, Owner)
(Authorized Signature) (Representative Name, Title)

Zachary Adams, Owner
(Printed Name and Title of Authorized Representative)

~~6/14/19~~ 6/14/19
(Date)

717-448-3228 / n/a
(Phone Number) (Fax Number)

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 checked="" 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.

Appalachian Dirt
Company


Authorized Signature

6/14/19
Date

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

REQUEST FOR QUOTATION**WEST VIRGINIA DIVISION OF NATURAL RESOURCES – STATE PARKS AND REC
WATTERS SMITH MEMORIAL SP – SERVICES TO REHABILITATE AND CONSTRUCTION
CURRENT AND NEW BIKE AND PEDESTRIAN TRAILS****GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the agency, The Division of Natural Resources (WVDNR) to establish a one-time construction contract for services to rehabilitate and construct current and new pedestrian and bike trails, located at Watters Smith Memorial State Park, Lost Creek, Harrison County, West Virginia 26385.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "Contract Services"** means to rehabilitate and construct current and new pedestrian and bike trails, as more fully described in these specifications.
- 2.2 "Pricing Page"** means the pages, contained wvOASIS or attached hereto as **Exhibit A**, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.
- 2.4 "NICA"** means the National Interscholastic Cycling Association.
<https://www.nationalnub.org/>
- 2.5 "IMBA"** means the International Mountain Bike Association <https://www.imba.com/>
- 3 ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

REQUEST FOR QUOTATION

WEST VIRGINIA DIVISION OF NATURAL RESOURCES - STATE PARKS AND REC WATERS SMITH MEMORIAL SP - SERVICES TO REHABILITATE AND CONSTRUCTION CURRENT AND NEW BIKE AND PEDESTRIAN TRAILS

4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
- 4.1 Vendor has completed no less than five (5) miles of single-track trails using IMBA or NICA construction/rehabilitation specifications within the last year (12) months. Proof will include a copy of the executed contract specifying the construction based on the IMBA or NICA specifications with the company and photographs of completed work. Completed work must include examples of single track, jump lines, switchbacks, continuous series of en-slope turns, and bridges constructed.
 - 4.2 Two (2) relevant projects in the last year (1) year documented with photographs. Vendor should supply no less than three (3) letters of reference from companies, organizations and or government agencies, which they have performed and completed pedestrian and single-track mountain bike trail construction.
 - 4.3 A list of all equipment (make model year and width) to be used on this project should be provided with bid.
 - 4.4 Only certified operators will be allowed to operate equipment. Proof of Certification will be required before beginning work.
 - 4.5 Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.

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8. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

- No Additional Project Plan Documents:** There are no additional Project Plans other than those attached hereto as Exhibit B or any subsequent addenda modifying Exhibit B.

10. CONDITIONS OF THE WORK

10.1. **Permits:** The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

10.2. **Existing Conditions:** If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. **Standard Work Hours:** The standard hours of work for this Contract will be Monday through Friday, 8:00AM to 6:00PM, excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. **Project Closeout:** Project Closeout shall include the following:

10.4.1. **Final Cleanup:** Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. All debris and material from the project must be fully cleaned up and removed from the premises.

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10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

11. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

- 11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

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12. MISCELLANEOUS:

12.1. 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: Zachary Adams

Telephone Number: (777) 448-3228

Fax Number: N/A

Email Address: appalachian dirt@gmail.com

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EXHIBIT A - Pricing Page

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EXHIBIT B – PROJECT PLANS

13. MANDATORY REQUIREMENTS:

13.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

13.1.1 General:

13.1.1.1 Design and construct 1.34 miles of new trail and rehabilitate 2 1/4 miles of existing trail.

13.1.1.1.1 Identified EXHIBIT C as maps 1 thru 4 on attached documents along with latitude and longitude coordinates. The primary goal of this project is to create a state of the art and marketable bike optimized beginner to intermediate loop trail that will meet the criteria to host a National Interscholastic Cycling Association event. The trail network will be multi-use trail facility for the use of the public and guests of the park. During the upgrade and rehabilitation process through completion, these trails must maintain the integrity of the natural environment and location within the boundaries of the State Park and fit into the natural environment seamlessly.

13.2.1 Scope of Work:

13.2.1.1 The work must meet all requirements of the International Mountain Biking Association (IMBA) standard specifications for construction and maintenance of trails. In addition, all trails on the 4-mile loop must be built at the beginner to intermediate skill level enabling Watters Smith Memorial State Park to host a National Interscholastic Cycling Association (NICA) compliant race venue. The contractor is responsible for installation of eight (8) bridges that are required between the proposed waypoints of the loop. The trail corridor must be cleared at ten (10) feet in width. The

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treadway must be constructed at minimum of 32" and a maximum of 50" and must be cleared to mineral earth. The overall average width must be 48" in width. At locations where bench cuts are necessary, a full bench cut must be made.

13.3.1 NICA Trail:

13.3.1.1 The scope of work includes the enhancement of the trails network with an addition of approximately 4-mile loop of beginner to intermediate skill level sustainable trail which is designated in red being new trail construction and blue being rehabilitated existing trail on the attached map. The proposed route of the trail is marked with waypoints beginning with Waypoint # 001 near the park's maintenance facility. A waypoint sheet is attached to the document with latitude and longitude coordinates along with elevation.

13.3.1.1.1 Waypoint #001: Beginning below the maintenance facility contouring around the Smith cemetery through hay field to waypoint #006. This will be approximately 739 feet of new trail.

13.3.1.1.2 Waypoint #006: Continue north upgrade with the contour of the land to Waypoint #019. This section of existing trail will require rehabilitation of existing trail with properly graded switchbacks along with proper contouring. This will be approximately 1795 feet of trail.

13.3.1.1.3 Waypoint #19: Trail rehabilitation will continue along north east upgrade along contour of land to Waypoint #024. This will be approximately 950 feet of trail.

13.3.1.1.4 Waypoint #024: Continue with contour of land then turns Waypoint #034. This will be approximately 686 feet of rehabilitated trail.

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- 13.3.1.1.5 Waypoint #034: Continue to Waypoint #046 this section of rehabilitated trail may require the construction of small bridges. This will be approximately 1372 feet of trail.
- 13.3.1.1.6 Waypoint #046: Continue north east with the contour of the land to Waypoint #054. This rehabilitation will require a switchback and possible construction of a small bridge This will be approximately 528 feet of trail.
- 13.3.1.1.7 Waypoint #054: Continue to Waypoint #060. This will be approximately 897 feet of rehabilitated trail.
- 13.3.1.1.8 Waypoint #060: Continue with the rehabilitation of the trail to Waypoint #066. This will be approximately 844 feet of trail.
- 13.3.1.1.9 Waypoint #066: Continue along existing trail to Waypoint #075. This will be approximately 422 feet of rehabilitated trail.
- 13.3.1.1.10 Waypoint # 075: Continue trail rehabilitation to Waypoint #090. This will be approximately 1267 feet of trail.
- 13.3.1.1.11 Waypoint #090: New trail construction will continue to waypoint #094. Proper grading and a switchback be required. This will be approximately 571 feet of trail.
- 13.3.1.1.12 Waypoint #094: A switchback will be necessary to reach Waypoint #097. This will be approximately 342 feet of trail.
- 13.3.1.1.13 Waypoint #097: Continue to waypoint #100 following existing deer trail and contour of the land as a guide. This will be approximately 403 feet of trail.
- 13.3.1.1.14 Waypoint # 100: A switchback and proper grading will be required to reach Waypoint #103. This will be approximately 187 feet of trail.

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- 13.3.1.1.15 **Waypoint #103:** Another switchback will be required to reach waypoint #106 This will be approximately 316 feet of trail.
- 13.3.1.1.16 **Waypoint #106:** Continue to waypoint # 111 following the natural contour of the land. This will be approximately 422 feet of trail.
- 13.3.1.1.17 **Waypoint #111:** This small section of trail will require rehabilitation to waypoint #113. This will be approximately 199 feet of trail.
- 13.3.1.1.18 **Waypoint #114:** This will require the construction of new trail following contour of land to waypoint #118. This is approximately 220 feet of trail.
- 13.3.1.1.19 **Waypoint #118:** New trail construction will continue to waypoint #121. This section will require switchbacks, bridge construction and proper attention to the grade. This is approximately 81 feet of trail.
- 13.3.1.1.20 **Waypoint #121:** Continue to waypoint #124. Proper attention to grading will continue in this section. This approximately 102 feet of trail.
- 13.3.1.1.21 **Waypoint #124:** Continue downhill to waypoint # 126. This approximately 133 feet of trail.
- 13.3.1.1.22 **Waypoint #126:** Continue downhill to waypoint # 127. The section will require proper grading and construction of a bridge. This approximately 385 feet of trail
- 13.3.1.1.23 **Waypoint #127:** Rehabilitation of existing trail will begin waypoint #127 and end at waypoint # 131. This is approximately 748 feet of trail.
- 13.3.1.1.24 **Waypoint #131:** New trail construction shall resume with a switchback required to reach waypoint #134. This is approximately 95 feet of trail.

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- 13.3.1.1.25 **Waypoint #134:** This section of trail is flat open woods with possible construction of 3 small bridges to waypoint #137. This approximately 971 feet of trail.
- 13.3.1.1.26 **Waypoint #137:** Like previous waypoints this section of trail is open woods requiring proper grading to waypoint #140. This is approximately 217 feet of trail.
- 13.3.1.1.27 **Waypoint #140:** A small section of existing trail will require rehabilitation to waypoint #142. This approximately 420 feet of trail.
- 13.3.1.1.28 **Waypoint #142:** New trail construction will continue once again at this waypoint continuing to waypoint #149. Proper grading and benching of the hill side will be required. This approximately 1054 feet of trail.
- 13.3.1.1.29 **Waypoint #149:** Continue to waypoint #151 benching and grading will be required. This approximately 203 feet of trail.
- 13.3.1.1.30 **Waypoint #151:** A switchback will be required to reach waypoint #154 This is approximately 217 feet of trail.
- 13.3.1.1.31 **Waypoint #154:** A water crossing with the construction of bridge with proper grading leading uphill to waypoint #157. This is approximately 230 feet of trail.
- 13.3.1.1.32 **Waypoint #157:** A switchback will be necessary within this section of trail continuing to waypoint #160. This approximately 531 feet of trail.
- 13.3.1.1.33 **Waypoint #160:** This small section will require rehabilitation of existing trail to waypoint #162. This approximately 52 feet of trail.
- 13.3.1.1.34 **Waypoint #162:** continuing to waypoint #163. This is approximately 74 feet of new trail.

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13.3.1.1.35 Waypoint # 163: to Waypoint #1 This will include complete rehabilitation of the Fawn trail to ending at waypoint #1 over 1600 feet of trail.

13.4.1 Inspections:

13.4.1.1 The Watters Smith Memorial State Park Superintendent or his/her designee will conduct periodic inspections of the work. The inspections shall be as follows:

13.4.1.1.1 Progress inspections - Will be conducted on a weekly basis by the Park Superintendent or his/her designee.

13.4.1.1.2 Progress Billing inspections - Will be conducted on or about the 25th day of each month to establish the contract billing for that month's progress based on a percentage complete of the total length of the trail. Five (5%) percent shall be retained by the Agency until substantial Completion Certificate is issued.

13.4.1.1.3 Substantial Completion Inspections – Will be conducted upon the request of the contractor. Substantial Completion means that the contractor believes the work is at a level of completion that the Agency can use the work for its intended purpose. The Agency will issue a certificate to the contractor with a punch list attached.

13.4.1.1.4 Final Inspection - Will be conducted at the request of the contractor when all punch list items are completed, and the work is determined to be complete by the Agency.

13.5.1 The Vendor is responsible for all safety operations of the work site, including training, equipment operation, and personal protective equipment. The contractor is responsible for safety in construction work zones for the contractor's employees, other resort and park employees and park guests. The contractor is responsible for the security of materials and equipment.

Waypoint	Sheet #	Latitude	Longitude	Elevation
001	1	39.17304278	-80.40937619	1152.050
002	1	39.17330390	-80.40933253	1165.327
003	1	39.17351605	-80.40945756	1164.580
004	1	39.17363132	-80.40968347	1168.393
005	1	39.17377624	-80.40995293	1168.221
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009	1	39.17494458	-80.40995800	1189.040
010	1	39.17515514	-80.41030104	1165.790
011	1	39.17516621	-80.41082149	1175.166
012	1	39.17531300	-80.41111657	1192.210
013	1	39.17539719	-80.41116479	1202.813
014	1	39.17540128	-80.41105728	1201.878
015	1	39.17532309	-80.41088144	1204.941
016	1	39.17524569	-80.41065517	1189.836
017	1	39.17523978	-80.41028892	1204.448
018	1	39.17513210	-80.40990633	1167.837
019	1	39.17510104	-80.40970671	1213.640
020	1	39.17519562	-80.40982487	1217.513
021	1	39.17525943	-80.40968519	1211.739
022	1	39.17537714	-80.40962021	1203.797
023	1	39.17540821	-80.40949754	1209.620
024	1	39.17555332	-80.40932205	1221.084
025	1	39.17568878	-80.40875032	1212.525
026	1	39.17567113	-80.40841839	1237.104
027	1	39.17577805	-80.40801144	1272.351
028	1	39.17589541	-80.40743076	1271.420
029	1	39.17590092	-80.40701876	1207.781
030	1	39.17574367	-80.40665231	1226.583
031	1	39.17560341	-80.40657500	1249.049
032	1	39.17535776	-80.40642030	1260.273
033	1	39.17521768	-80.40635579	1277.521
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038	2	39.17533222	-80.40405056	1246.664
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040	2	39.17529334	-80.40311766	1248.313
041	2	39.17543786	-80.40260942	1245.864
042	2	39.17549334	-80.40206748	1242.696
043	2	39.17554751	-80.40180469	1245.320
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045	2	39.17573933	-80.40151672	1232.051
046	2	39.17566231	-80.40131542	1238.733

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083	3	39.17038554	-80.40390137	1255.687
084	3 & 4	39.17014265	-80.40389433	1254.981
085	3 & 4	39.16989671	-80.40376326	1274.743
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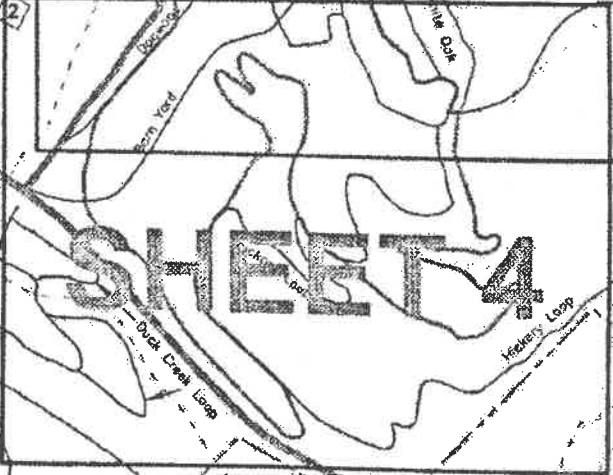
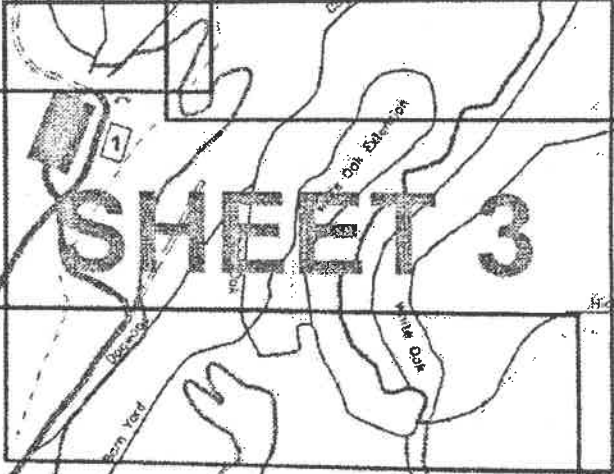
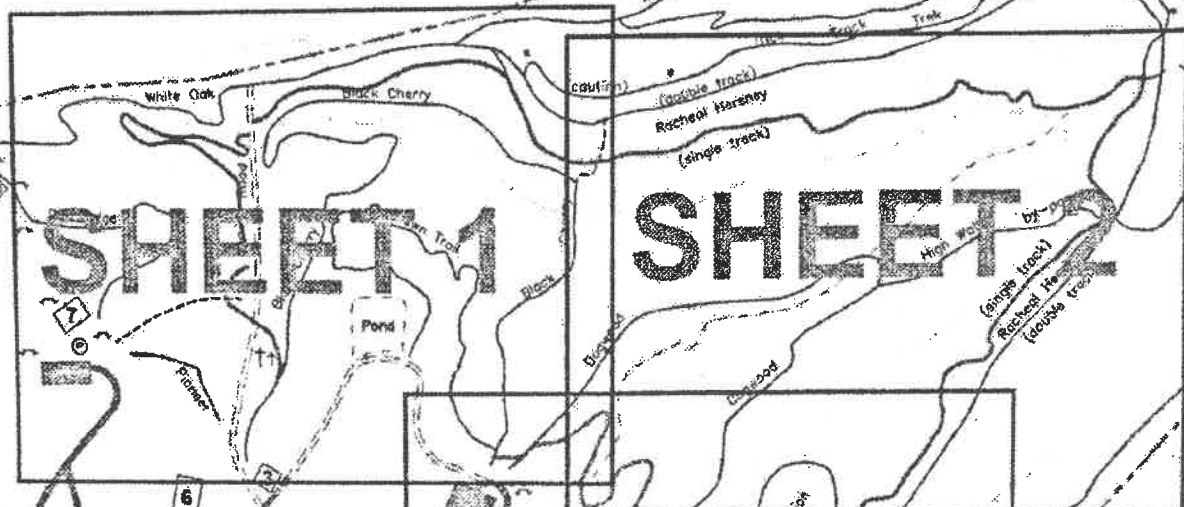
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110	4	39.16754386	-80.40372975	1178.668
111	4	39.16786665	-80.40421989	1158.214
112	4	39.16797997	-80.40454959	1231.172
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Watters Smith Memorial

State Park

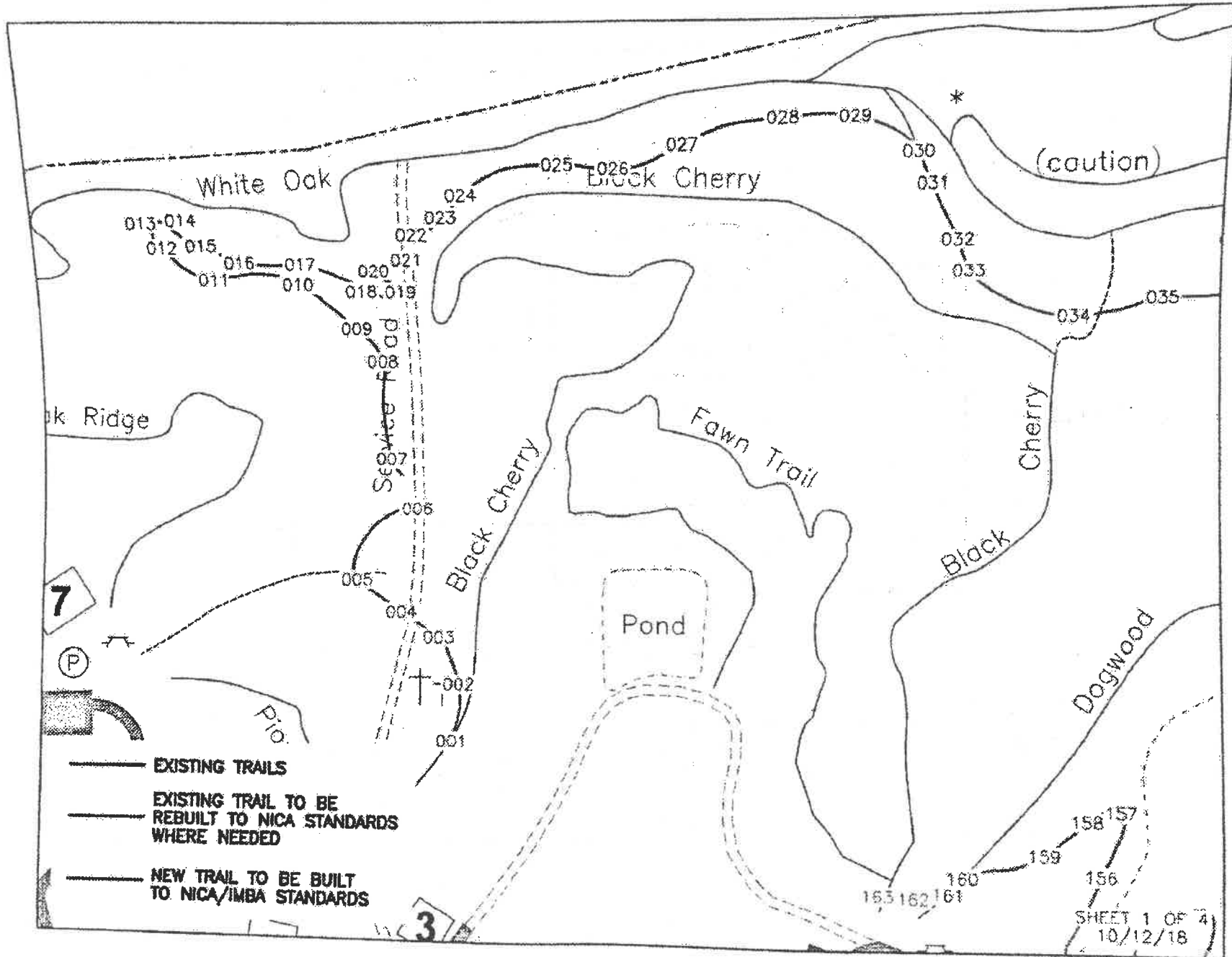
Lost Creek, WV

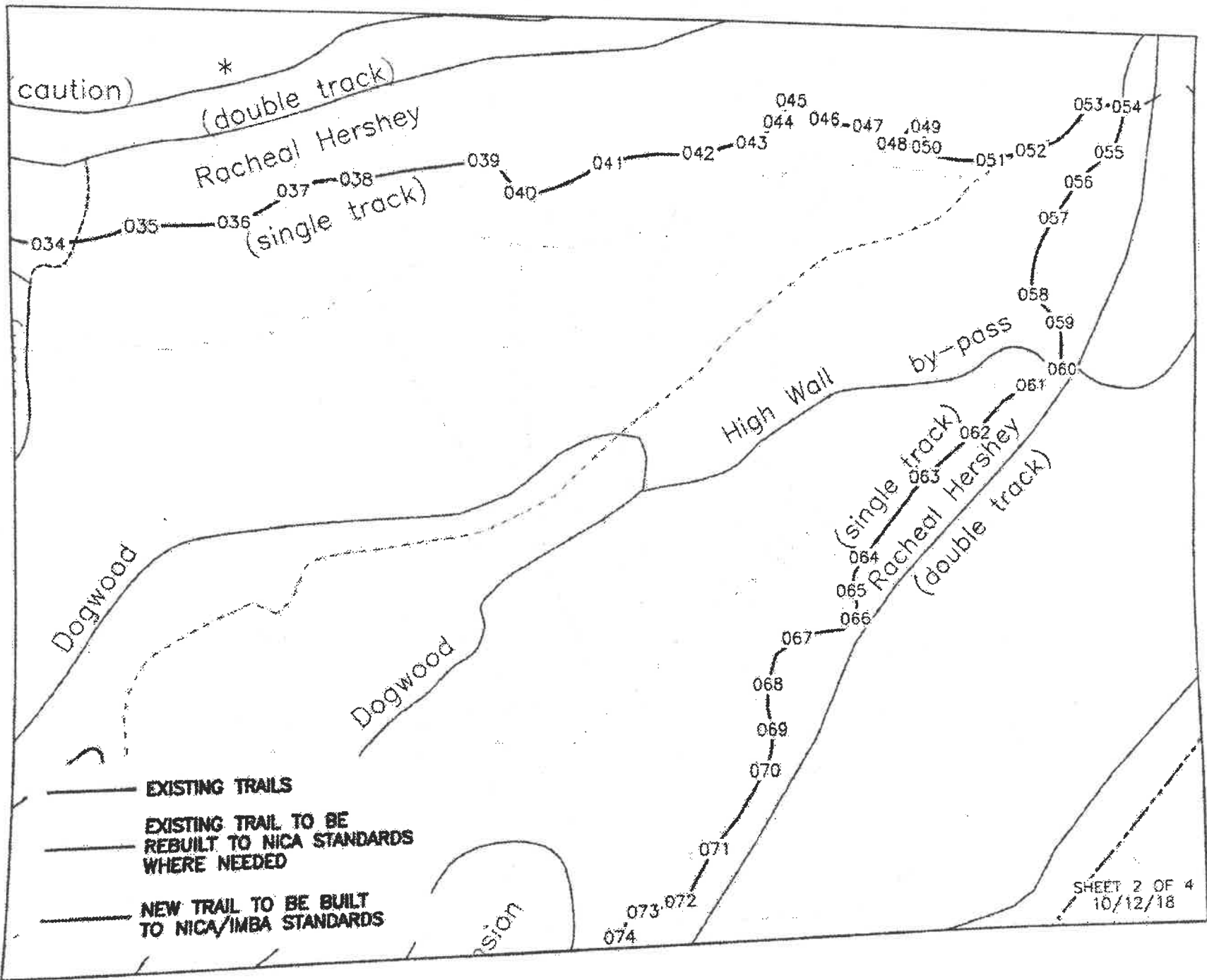


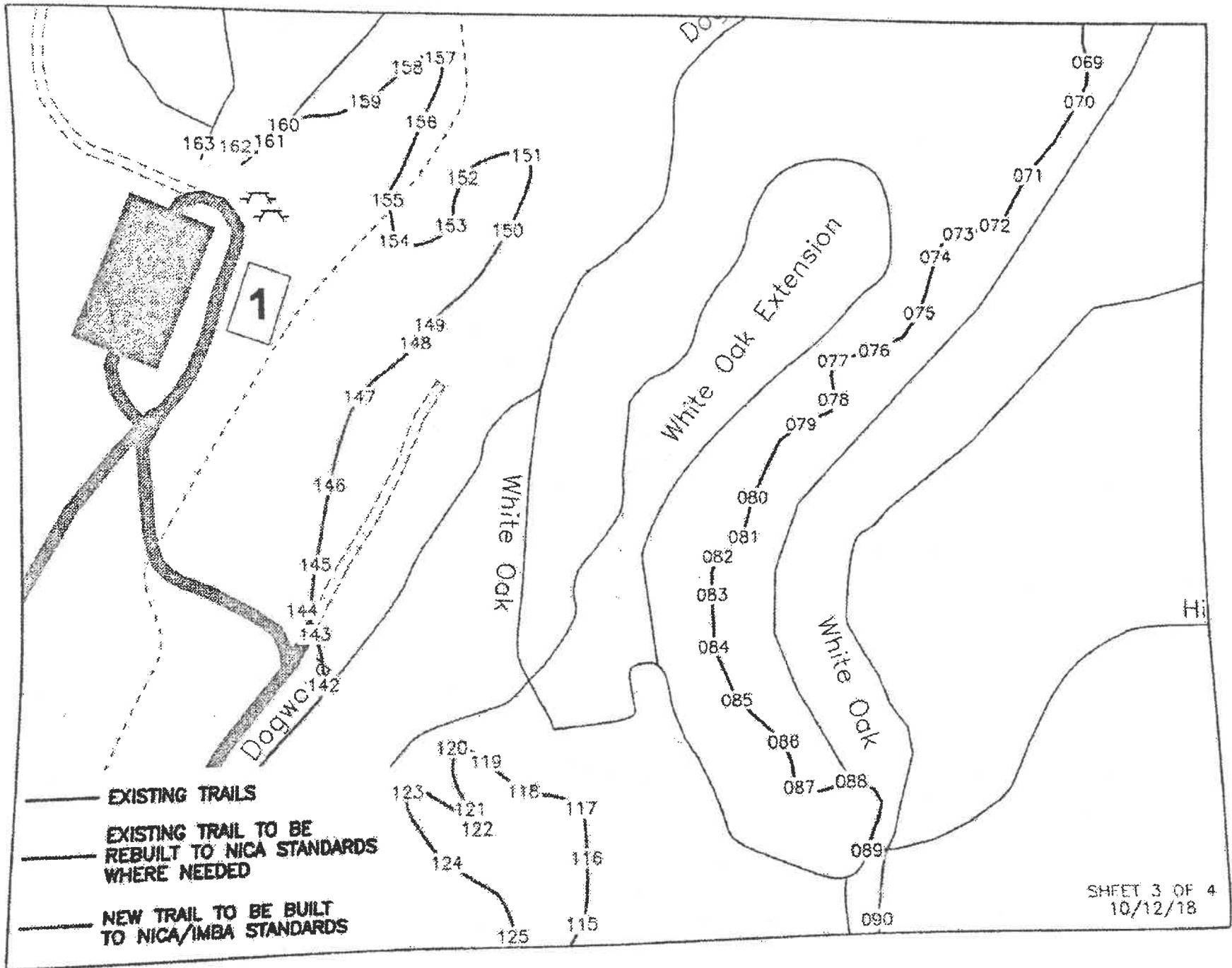
- EXISTING TRAILS
- EXISTING TRAIL TO BE REBUILT TO NICA STANDARDS WHERE NEEDED
- NEW TRAIL TO BE BUILT TO NICA/IMBA STANDARDS



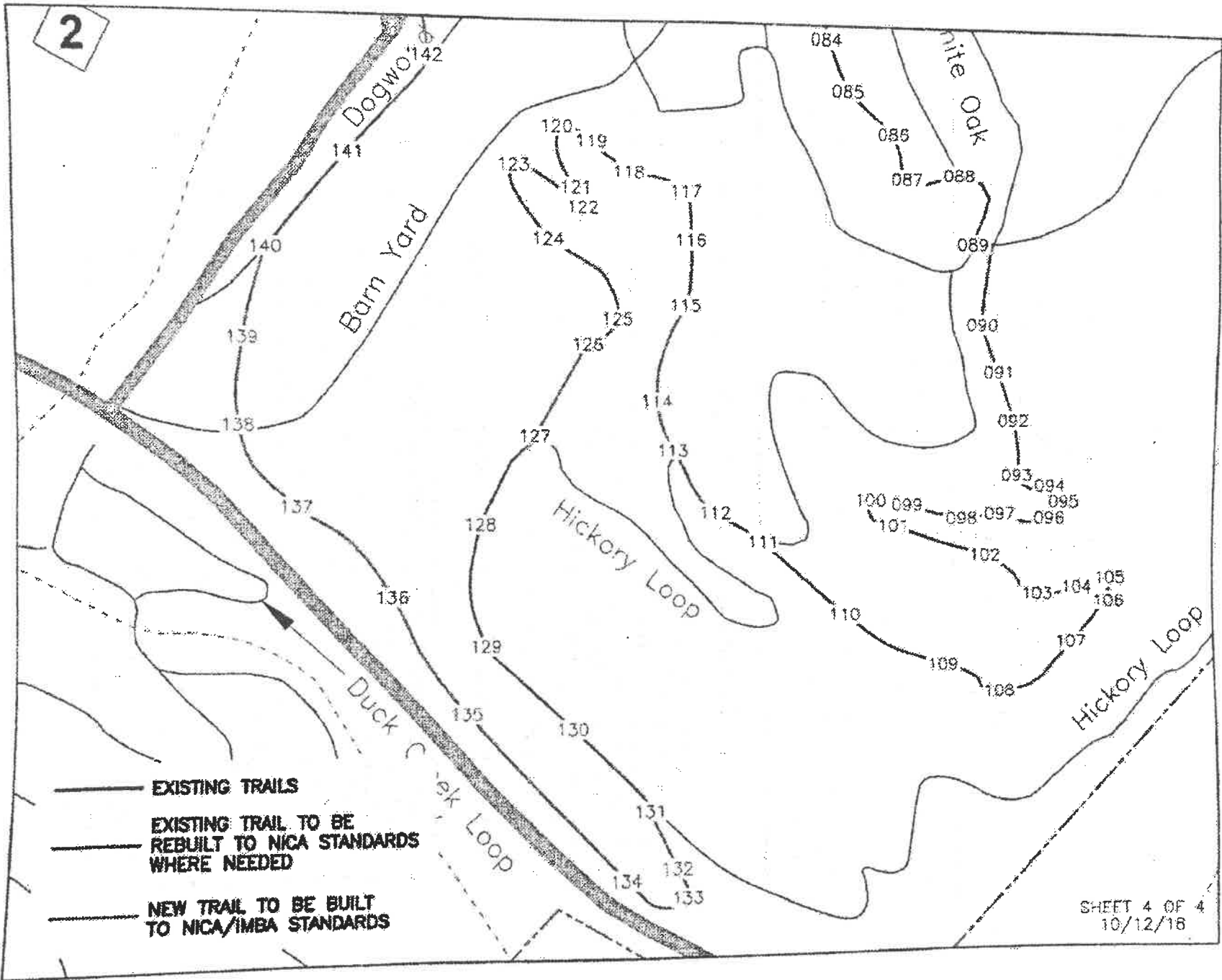
COVER SHEET
10/12/18







2



SHEET 4 OF 4
10/12/18

WV-75
06/29/18



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 a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (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 of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES - STATE PARKS AND REC
WATERS SMITH MEMORIAL SP - SERVICES TO REHABILITATE AND
CONSTRUCTION CURRENT AND NEW BIKE AND PEDESTRIAN TRAILS

Pricing Page
Exhibit A

Name of Vendor:

Dirt Endeavors LLC DBA Appalachian Dirt

Address of Vendor:

22 Thistle Lane
 Davis, WV 26260

Phone Number of Vendor:

(717) 448-3228

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

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

\$ 129,950.00

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

One hundred ~~thousand~~ twenty nine thousand nine hundred fifty dollars and zero cents

WV-72

Approved / Revised 08/01/15

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- 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 Contact Information:

Vendor Name: _____

Vendor Address: _____

Vendor Telephone: _____

Vendor Fax: _____

Vendor E-Mail: _____

WV-73
Approved / July 7, 2017



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

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

I, Zachary Adams, after being first duly sworn, depose and state as follows:

- I am an employee of Dirt Endeavors LLC DBA Appalachian Dirt, and,
(Company Name)
- I do hereby attest that Dirt Endeavors LLC DBA Appalachian Dirt
(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: Zachary Adams

Signature: [Handwritten Signature]

Title: Owner

Company Name: Dirt Endeavors LLC DBA Appalachian Dirt

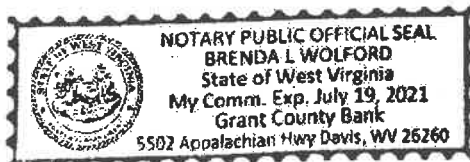
Date: 6/14/19

Taken, subscribed and sworn to before me this 14th day of June, 2019.

By Commission expires July 19, 2021

(Seal)

Brenda L Wolford
(Notary Public)



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Dirt Endeavors LLC DBA Appalachian Dirt

Authorized Signature: [Signature] Date: 6/14/19

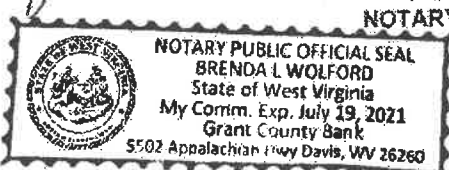
State of West Virginia

County of Tucker, to-wit:

Taken, subscribed, and sworn to before me this 14th day of June, 2019

My Commission expires July 19, 2021 2021

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



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: 569433

Doc Description: Addendum No.01_Watters Smith Bike/Pedestrian Trails Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-04	2019-06-18 13:30:00	CRFQ 0310 DNR1900000009	2

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:

Appalachian Dirt
22 Thistle Lane
Davis, WV 26260
(417) 448-3228

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 83-4309813

DATE 6/14/19

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 issued to publish and distribute the attached information to the Vendor community.

Request for Quotation
 (Construction Services for Watters Smith Bike/Pedestrian Trail Project)

The West Virginia Purchasing Division is soliciting bids on behalf of the agency, The Division of Natural Resources (WVDNR) to establish a one-time construction contract for services to rehabilitate and construct current and new pedestrian and bike trails, located at Watters Smith Memorial State Park, located at Lost Creek, Harrison County, West Virginia 26385 per the specifications, terms & conditions as attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services				

Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :

Bike/Pedestrian trail rehabilitation and construction at Watters Smith Memorials State Park.

DNR1900000009	Document Phase Final	Document Description Addendum No.01_Walters Smith Bike/Pedestrian Trails Project	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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: 569433

Doc Description: Addendum No.01_Watters Smith Bike/Pedestrian Trails Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-04	2019-06-18 13:30:00	CRFQ 0310 DNR190000009	2

BID DELIVERY LOCATION:

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

Vendor Name, Address and Telephone Number:

Appalachian Dirt
22 Thistle Lane
Davis, WV 26260
(77) 448-3228

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
(304) 558-2586
guy.l.nisbet@wv.gov

Signature X

FEIN #

83-4309813

DATE

6/17/19

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

Addendum

Addendum No.01 issued to publish and distribute the attached information to the Vendor community.

Request for Quotation
(Construction Services for Watters Smith Bike/Pedestrian Trail Project)

The West Virginia Purchasing Division is soliciting bids on behalf of the agency, The Division of Natural Resources (WVDNR) to establish a one-time construction contract for services to rehabilitate and construct current and new pedestrian and bike trails, located at Watters Smith Memorial State Park, located at Lost Creek, Harrison County, West Virginia 26385 per the specifications, terms & conditions as attached hereto.

DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	
---	--	---	--

Line	Comm Ln-Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :
Bike/Pedestrian trail rehabilitation and construction at Watters Smith Memorials State Park.

SOLICITATION NUMBER: CRFQ 00310 DNR1900000009**Addendum Number: No.01**

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Bid Opening was scheduled for: 06/12/2019 at 1:30 PM. EST.
Opening now scheduled for: 06/18/2019 at 1:30 PM. EST.
2. Pre-Bid Sign in Sheet (05/29/2019)
3. Pre-Bid Meeting Questions and Agency Responses (05/29/2019)

No other Changes.

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number DNR Date 5-29-19 Park Walters Smith Memorial 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>Hulls Contracting Inc</u> Firm Address: <u>426 SIAL CAMP RD</u> <u>FRANK CREEK, WV 26218</u></p> <p>Representative Attending: <u>Jerry McFEE</u> Phone Number: <u>304 472 6408</u> Fax Number: <u>304 924 9133</u> Email Address: <u>chull@ccamp.net</u></p>	<p>Firm Name: _____ Firm Address: _____</p> <p>Representative Attending: <u>George A. Finley</u> Phone Number: <u>304-203-5577</u> Fax Number: _____ Email Address: <u>GEORGE.FINLEY@GMAIL.COM</u></p>
<p>Firm Name: <u>Dirk Endeavor LLC DBA ^{Appalachian} Dirt</u> Firm Address: <u>22 Thistle Lane</u> <u>Davis, WV 26210</u></p> <p>Representative Attending: <u>Zachary Adams</u> Phone Number: <u>(717) 448-3228</u> Fax Number: _____ Email Address: <u>appalachian.dirt@gmail.com</u></p>	<p>Firm Name: <u>TRI-STATE COMPANY, INC</u> Firm Address: <u>P.O. Box 419</u> <u>LEASLS, WV 25537-0419</u></p> <p>Representative Attending: <u>CHARLES L. DUNN Pres</u> Phone Number: <u>304-654-9081</u> Fax Number: _____ Email Address: <u>tristate@wvtristate.net</u></p>
<p>Firm Name: <u>TRI-STATE Co Inc</u> Firm Address: <u>PO Box 419</u> <u>LEASLS WV 25537</u></p> <p>Representative Attending: <u>John GIBSON</u> Phone Number: <u>(304) 208-1156</u> Fax Number: _____ Email Address: <u>JOHN642@COMCAST.NET</u></p>	<p>Firm Name: <u>Travis Hayes WVDNR</u> Firm Address: <u>724 4th Avenue</u> <u>South Charleston WV</u> <u>25303</u></p> <p>Representative Attending: <u>Travis Hayes</u> Phone Number: <u>704-558-2764</u> Fax Number: <u>304-558-0071</u> Email Address: <u>Travis.Hayes@wvdnr.gov</u></p>

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number DNR Date 5-29-19 Park Watters Smith Memorial 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>WV DNR</u> Firm Address: <u>324 4th AVE</u> <u>S. Charleston, WV 25303</u></p> <p>Representative Attending: <u>Jerry Rush</u> Phone Number: <u>304-558-3397</u> Fax Number: _____ Email Address: _____</p>	<p>Firm Name: <u>WV DNR</u> Firm Address: <u>Watters Smith</u> <u>State Park</u></p> <p>Representative Attending: <u>Andrew Bennett</u> Phone Number: <u>304-1746-3081</u> Fax Number: _____ Email Address: <u>Andy.B.Bennett@wv.gov</u></p>
<p>Firm Name: _____ Firm Address: _____</p> <p>Representative Attending: _____ Phone Number: _____ Fax Number: _____ Email Address: _____</p>	<p>Firm Name: _____ Firm Address: _____</p> <p>Representative Attending: _____ Phone Number: _____ Fax Number: _____ Email Address: _____</p>
<p>Firm Name: _____ Firm Address: _____</p> <p>Representative Attending: _____ Phone Number: _____ Fax Number: _____ Email Address: _____</p>	<p>Firm Name: _____ Firm Address: _____</p> <p>Representative Attending: _____ Phone Number: _____ Fax Number: _____ Email Address: _____</p>

Received: +14159892047

Jun 17 2019 07:30pm

P069

**West Virginia Division of Natural Resources – Parks and Recreation
Watters Smith Memorial State Park – Bike/Pedestrian Trails Project
CRFQ DNRI900000009
Technical Questions from the Pre-Bid Meeting**

Question 1: Will housing be available, or can you bring your own camper?

Answer 1: Housing is not available, we do not have hook ups for a camper.

Question 2: On average, where is bedrock here?

Answer 2: Over average, about 15 feet based off places that have been dug on the park for other things.

Question 3: Can you provide more detail on the bridges? How long? How wide? What material? Do they need to have rails?

Answer 3: If a bridge is over 2 feet off the ground, it will require rails. The bridges must have 5 feet of clearance in width and must be 20 feet long. The materials must be treated wood or fiberglass beams, walking/riding surface floor/decking material that must have rough texture and made of water-resistant material.

Question 4: Are the hours flexible?

Answer 4: The normal work day hours are Monday through Friday, 8:00 AM to 6:00 PM, however, they are flexible upon approval of the Superintendent.

Question 5: Can equipment be left on site?

Answer 5: Yes.

Question 6: Is credit card payment required?

Answer 6: No.



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: 569433

Doc Description: Addendum No.02_Watters Smith Bike/Pedestrian Trails Project

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-10	2019-06-18 13:30:00	CRFQ 031G DNR1900000009	3

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:

Appalachian Dirt
22 Thistle Lane
Davis, WV 26260
(717) 447-3228

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # 83-4309813

DATE 6/14/19

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

ADDITIONAL INFORMATION

Addendum

Addendum No.02 issued to publish and distribute the attached information to the Vendor community.

Request for Quotation
 (Construction Services for Watters Smith Bike/Pedestrian Trail Project)

The West Virginia Purchasing Division is soliciting bids on behalf of the agency, The Division of Natural Resources (WVDNR) to establish a one-time construction contract for services to rehabilitate and construct current and new pedestrian and bike trails, located at Watters Smith Memorial State Park, located at Lost Creek, Harrison County, West Virginia 26385 per the specifications, terms & conditions as attached hereto.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services				


Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :
 Bike/Pedestrian trail rehabilitation and construction at Watters Smith Memorials State Park.

DNR1900000009	Document Phase Final	Document Description Addendum No.02_Watters Smith Bike/Pedestrian Trails Project	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

	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: 569433			
Doc Description: Addendum No.02_Waiters Smith Bike/Pedestrian Trails Project			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2019-06-10	2019-06-18 13:30:00	CRFQ 0310 DNR1900000009	3

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:

Appalachian Dirt
 22 Thistle Lane
 Davis, WV 26260 (717) 448-3228

FOR INFORMATION CONTACT THE BUYER

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

Signature X  FEIN # 83-4309813 DATE 6/14/19

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

ADDITIONAL INFORMATION

Addendum

Addendum No.02 issued to publish and distribute the attached information to the Vendor community.

**Request for Quotation
(Construction Services for Watters Smith Bike/Pedestrian Trail Project)**

The West Virginia Purchasing Division is soliciting bids on behalf of the agency, The Division of Natural Resources (WVDNR) to establish a one-time construction contract for services to rehabilitate and construct current and new pedestrian and bike trails, located at Watters Smith Memorial State Park, located at Lost Creek, Harrison County, West Virginia 26385 per the specifications, terms & conditions as attached hereto.

INVOICE TO		BILL TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building Construction Services	0.00000			

Comm Code	Manufacturer	Specification	Model #
72120000			

Extended Description :

Bike/Pedestrian trail rehabilitation and construction at Watters Smith Memorial State Park.

SOLICITATION NUMBER: CRFQ 00310 DNR1900000009

Addendum Number: No.02

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor submitted questions and agency responses.

No other Changes.

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.

4

ATTACHMENT A



Vendor Submitted Questions and Agency Responses
RFQ DNRI900000009
Water Smith Pedestrian / Bike Trail Project
June 04th, 2019

- Q.1. Will any trail bridge designs used by vendor require any kind of engineer stamped plans or will it rely on the approval of superintendent?
- A. Approval of the Superintendent.
- Q. 1a. Can you give us a more accurate estimate on linear feet of trail bridge for this project, so that we are all bidding with the same quantifier in mind?
- A. The bridge must be twenty (20) feet long and have five (5) foot clearance in width.
- Q. 2. Will the State Park be submitting the SWPPP permit like in other park projects (Canaan Valley SP Trails) or will that be required of the vendor to facilitate?
- A. Under Section 10. Conditions of the Work, subsection 10.1 Permits says "The vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State or Local laws, regulations and ordinances of any regulating body.
- Q.3. Will a NEPA permit be required for this project?
- A. A NEPA permit will not be required.
- Q.4. There are conflicting statements on payment in the bid document. In General Terms, 14, it states the project as payment may only be made in arrears. In the project plans, 13.4.1.1, the section outlines Inspections, Progress Inspections, and Progress Billing per the 25th day of each month. Which article takes precedence?
- A. Payment will be made in arrears.
- Q.5. One location says we must accept P-Cards, is that accurate or will standard payment by way of check be made available?
- A. You will receive payment by check.
- Q.6. In section 4.4 - It states requirement of "Certified Operators". Can you elaborate on certified by who?
- A. We need to require experienced operators. I the wording on this particular section will be changed to experienced operators, instead of certified operators.

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 checked="" 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.

Appalachian Dist. Co.
Company


Authorized Signature

6/14/19
Date

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

Appalachian Dirt

Contractor Qualifications

Zachary Adams has been digging the dirt since 2012 with his company Appalachian Dirt: specializing in sustainable construction of trail with character. Still a newer company in the trail industry, he has spread the trail love in 7 states and 2 countries: including project consultations, system design, mechanized construction, trail head infrastructure and bridges, maintenance, and tight hand built single track trail. **Appalachian Dirt strives to harness nature's character in rock, wood, and dirt tread to unlock the natural flow state in all terrain.**



Started Volunteering	2004
First Mechanized Build	2012
First Trail Industry Job	2013
Founded Appalachian Dirt	2016
Business Type	Single Member LLC

Prime Contract List

Project	Location	Type	Distance	Year (s)
Park Loop Trail	Westover, WV	Design/Build/Hybrid	1.8 Miles	2018
North Bend State Park: NICA Trail	Cairo, WV	Design/Build/Hybrid	3.2 Miles	2018/19
Thomas City Park: Dales Trail	Thomas, WV	Design/Build/Hybrid	1.8 Miles	2017/2018
Private Bike Park	Canaan Heights, WV	Design/Build	~400 Sq.Ft.	2018
Sand Run Lake Trail Assessment	Canaan Valley, WV	Design	n/a	2018
Mountwood County Park: Pump House Trail	Waverly, WV	Design/Build/Hybrid	1 Mile	2018
TR-107 Trail Assessment (HOH/USFS)	Davis, WV	Design	n/a	2018
White Oak Holler MTB Center (Phase 1)	Gilman, WV	Design/Build/Hybrid	4 Miles	2017

Prime Contract List (cont.)

Project	Location	Type	Distance	Year (s)
Tucker County High School	Hambleton, WV	Design/Build/Education	.5 Miles	2017
Private Bike Park	Davis, WV	Design/Build	~250 sq.ft.	2016
Blackwater View Trail (HOH/CVNWR)	Canaan Valley, WV	Design/Build	.75 Miles	2015/2016
Treasure Mountain MTB Center	Franklin, WV	Design/Build/Hybrid	1.2 Miles	2016
Massanutten Western Slope: 4,000 Hours Trail	Keezletown, VA	Hybrid Build	1.5 Miles	2016
Private Bike Park	Canaan Heights, WV	Design/Build	~150 sq.ft.	2016
Thomas City Park: Pavilion Connector	Thomas, WV	Design/Build	.2 Miles	2016

Prime Contract List (Cont.)

Project	Location	Type	Distance	Year (s)
Olson Tower Area Development Plan (Friends of the Blackwater)	Thomas, WV	Design	n/a	2015
Thomas City Park: Riverside Trail	Thomas, WV	Design/Build	.5 Miles	2015
FR-107 Shelter Boardwalk (HOH/USFS)	Davis, WV	Design/Build	365 ft	2015
Fire Trail 6 Reconstruction (HOH/USFS)	Davis, WV	Design/Build	1.1 Mile	2015
Splashdam South Connector	Davis, WV	Build	.8 miles	2014

Sub-Contracting List

Project	Location	Prime Contractor	Hours	Year (s)
Deep Creek State Park	Swanton, MD	IMBA Trail Solutions (PTBA)	~175 Hrs	2018
Rohtkogel and Ollweitte Lines	Solden, Austria	Allegra Trails (PTBA)	~360 Hrs	2017
Weed Patch Mountain	Lake Lure, NC	Headwaters Environmental (PTBA)	~40 Hrs	2016
Jakes Rocks MTB Trail	Warren, PA	Dirt Artisans (PTBA)	~400 Hrs	2016
Greenbrier State Forest	Lewisburg, WV	Dirt Ways	~50 Hours	2014

Additional Qualifications

Contractors License	WV-057505
US DOT #	3232906
PTBA Member in Good Standing	2019
Sub-Contracted to or Worked with PTBA Members:	Valerie Naylor, Dirt Artisans, Headwaters Environmental, IMBA Trail Solutions, Linear Active, Allegra Trails
PTBA Certificate of Course Completion	Mechanized Trail Equipment Chain Saw Safety and Certification
USFS Safety Training	ORV, Excavator, Skid Steerer, and Dozer/Crawler
IMBA Trail Building School	Eastern Shore 2012
US Forest Service	Level B Sawyer Certification
American Red Cross	CPR Certified
SOLO	Wilderness First Aid

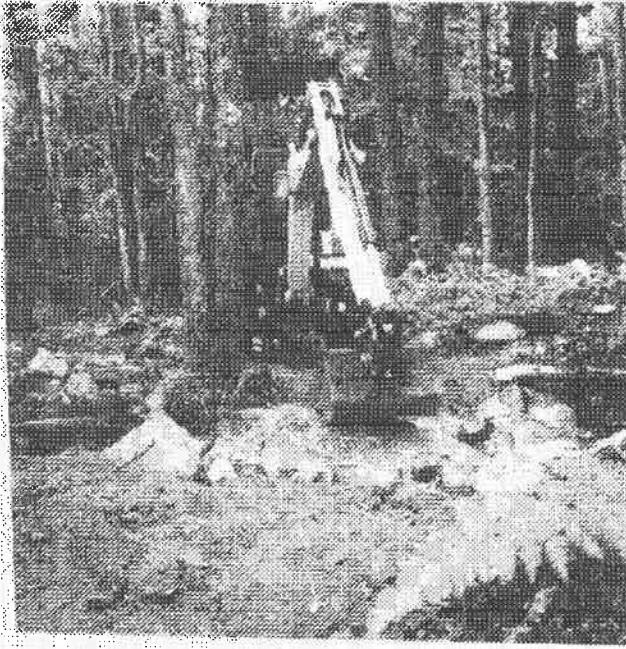
Blackwater View Trail

- **Client:** Heart of the Highlands
- **Land Manager:** Canaan Valley National Wildlife Refuge
- **Build Type:** Design and Build
- **Overview:** Project covers a variety of sustainable techniques to connect two isolated trail systems via public lands and a private recreational easement.

Metrics

4000ft new trail construction, 230 ft boardwalk construction, 47 ft decking installation on steel bridge sub-structure, and 3800 ft of sustainable trail upgrades





White Oak Holler- Private Trail System (Phase 1)

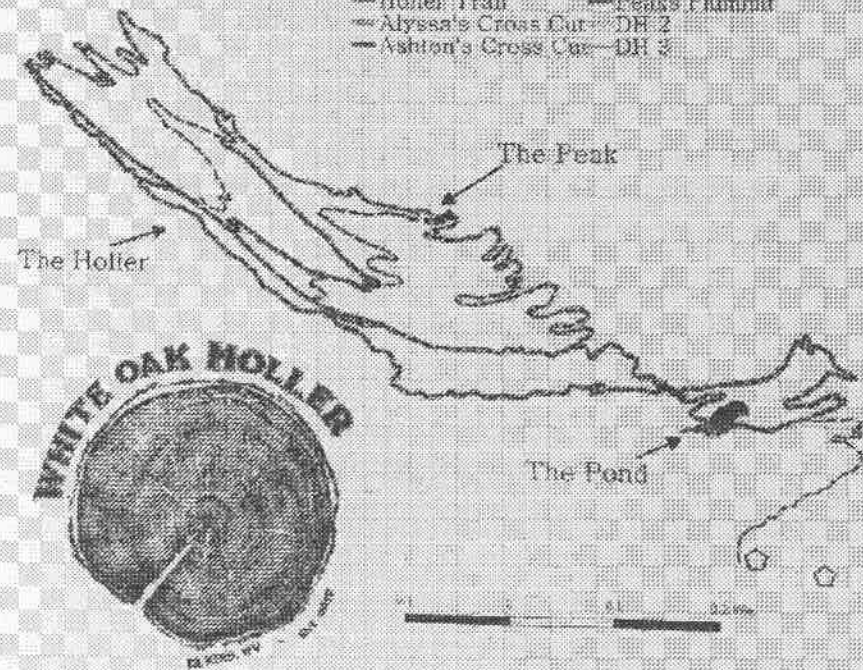
- **Client:** The White Family
- **Land Manager:** Private Land Owner
- **Build Type:** Design and Hybrid Build
- **Overview:** System Design and phase 1 implementation of private trail system. Rough-in construction of approximately 4 miles of rolling, cross country mountain bike trails.

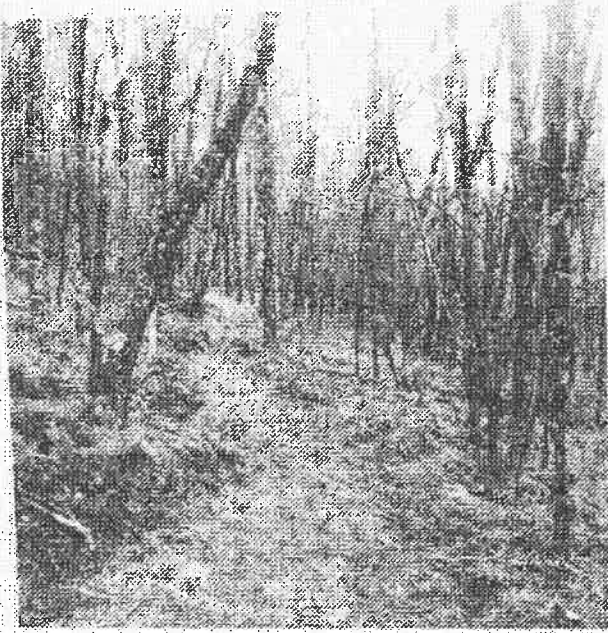
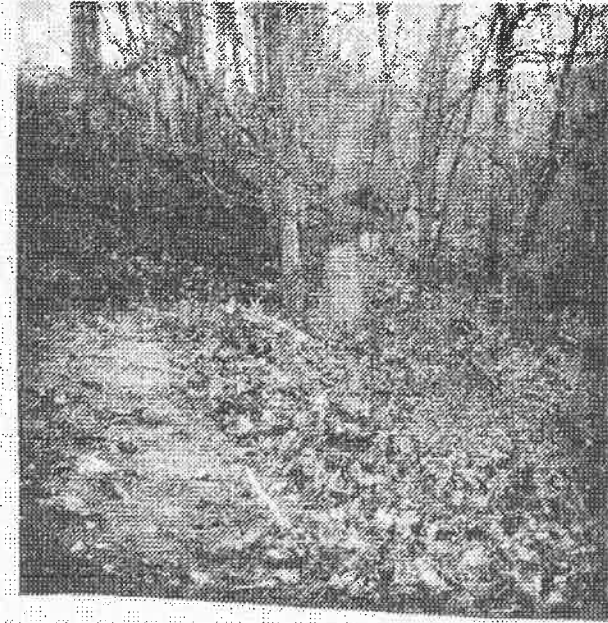
Metrics

9 miles of design, 19,600 ft of machine rough-in, 21 switchbacks, 1800 ft of hand built single track, 600+ machine hours

Mountain Bike Trails

- | | |
|--------------------|------------------|
| Home Stretch | High Ridge Trail |
| Holler Trail | Peaks Plummot |
| Alyssa's Cross Cur | DH 2 |
| Ashton's Cross Cur | DH 3 |



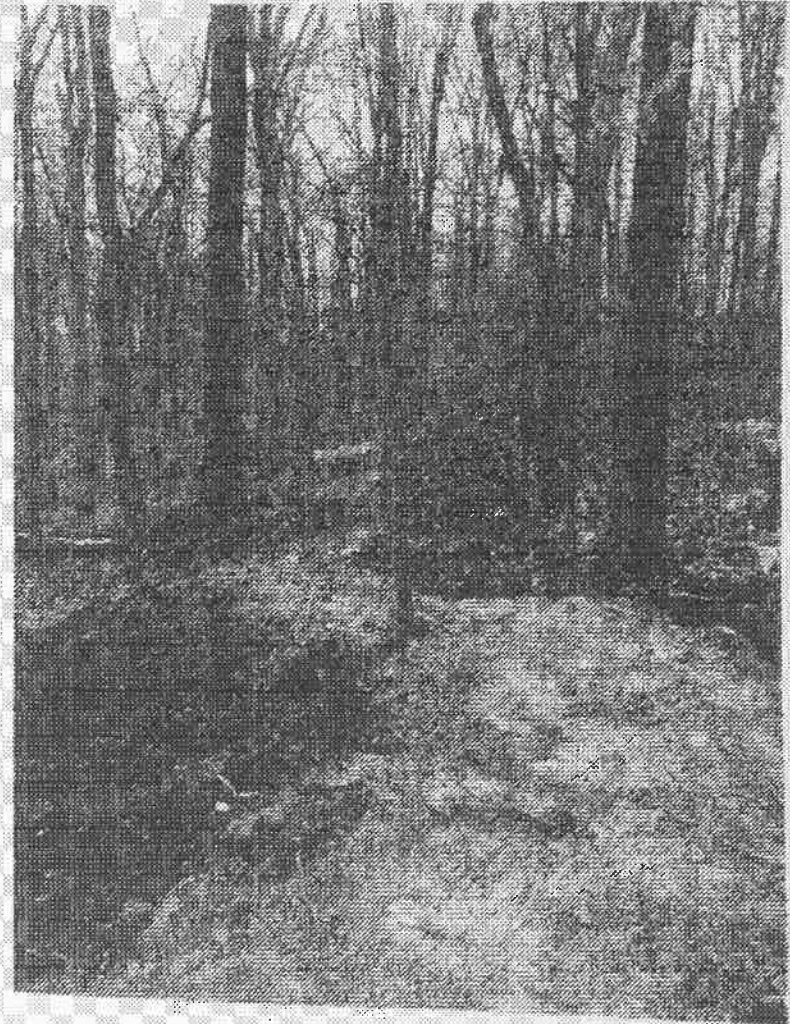


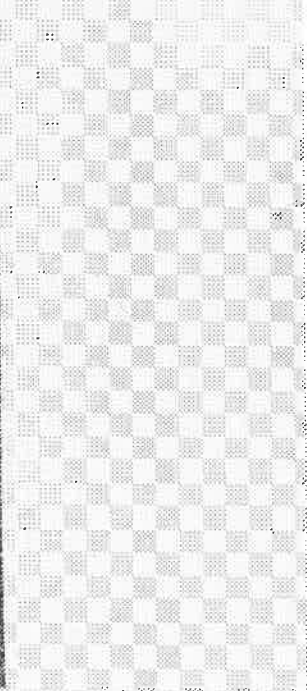
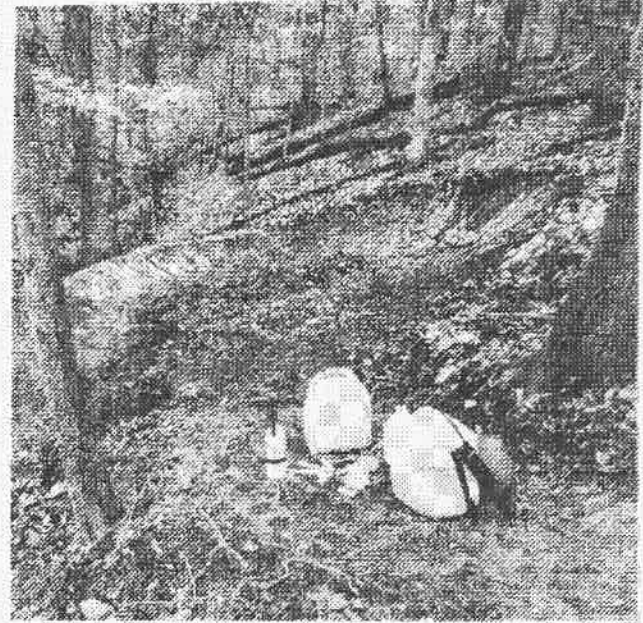
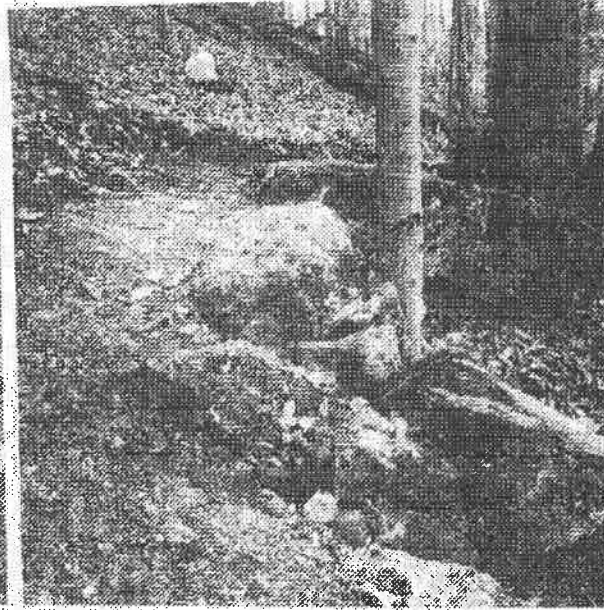
Pumphouse Trail

- **Client:** Wood County Parks and Recreation
- **Land Manager:** Mountwood Park
- **Build Type:** Design and Hybrid Build
- **Overview:** Consultation, design, and machine rough-in of bike optimized, natural flow blended with more contemporary dirt features.

Metrics

6200 linear ft machine rough-in and 11 switchbacks





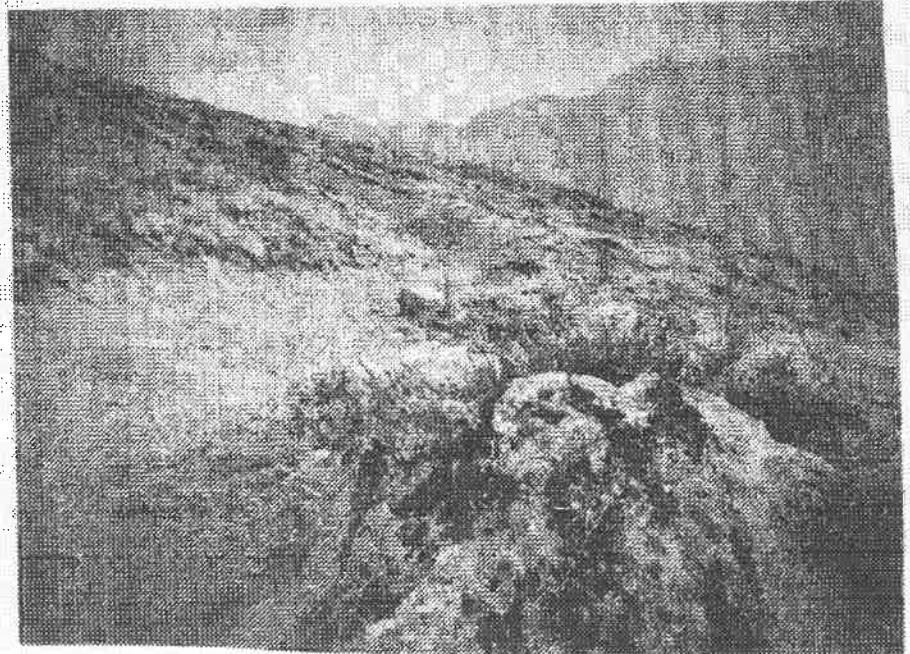
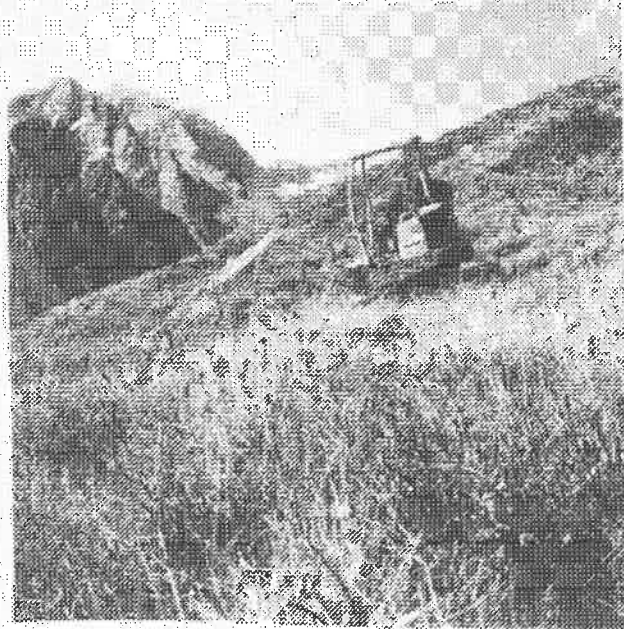
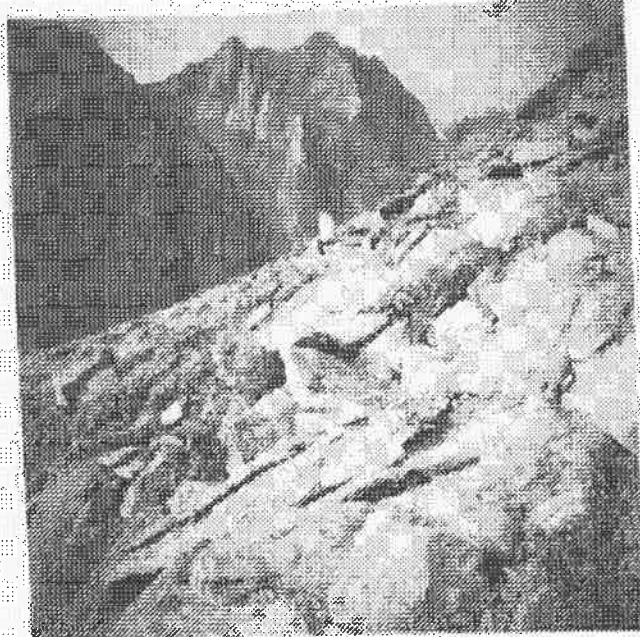
Rohtkogel and Olleweitte Lines

- **Client:** Allegra Trails
- **Land Manager:** Sölden Bike Republic
- **Build Type:** Sub-Contractor
- **Overview:** Sub-contracted for machine build of directional, blue and red lift access mountain bike trails. Two months of working with other contractors and local build crews to sculpt an amazing blend of high alpine trail with bike park styling.

Metrics

~360 machine hours





Anticipated Equipment List

- Bobcat e26 Compact Excavator (2018, 65w)
- Bobcat e20 Compact Excavator (2019, 39-54w)
- Bobcat 418 Compact Excavator (2016, 28-42w)
- CanyCom BFP602 Hauler Dumper (2019, 36w)



MEMBER IN GOOD STANDING

This Certifies that

Appalachian Dirt

*Has met all requirements to remain a current member in good standing
of the Professional Trailbuilders Association for the year 2019.*

PTBA
Professional Trailbuilders Association



APRIL 17, 2019

DATE

[Signature]
PTBA PRESIDENT

no fee

06/17/2019 8:32:38 AM



To whom it may concern,

I have worked with Zachary Adams (Appalachian Dirt) on a trail project under my management. He completed 1,250 feet of rocky, challenging trail for us in July of 2018. We love what he did and I highly recommend his work. We look forward for opportunities to work with him in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Vinson". The signature is fluid and cursive, written in a professional style.

Doug Vinson
IMBA Trail Solutions Project Manager



New Historic Thomas
PO Box 116
Thomas, WV 26241
mail@newhistoricthomas.com

September 16, 2018

Re: Letter of recommendation for Zach Adams

To whom it may concern:

We're writing to enthusiastically endorse Zach Adams' (Appalachian Dirt's) trail building and maintenance work. Our organization has worked with Zach on a trail project under my management in Thomas, WV. Zach worked with us from the planning stage and has worked diligently to complete our project to our satisfaction, even when the project turned out to be more difficult a trail building project than first anticipated because of the terrain. He completed a 1.5 miles green beginner-level mountain bike loop in the Thomas Trails System for us this past year. He's also completed trail building projects and trail maintenance for our organization in the past. I highly recommend his work. He is not only an experienced and knowledgeable trail builder, but he cares about the community and its well-being.

Please feel free to reach out with any questions you might have about the quality of Zach's trail work or the projects he's completed for us.

Sincerely,

Alyssa Hanna
President of the Board

To whom it may concern,

I have worked with Zachary Adams (Appalachian Dirt) on a trail project under my management. He completed Blackwater View Trail in conjunction with Heart of the Highlands for Canaan Valley National Wildlife Refuge in 2016-2018. I highly recommend his work and does a great job on understanding the lay of the land, following instruction, and great attitude.

Sincerely,

Ron Hollis
Project Leader
Canaan Valley NWR

If you have any questions call 304-866-3858 Ext. 3019.

September 10, 2018

To Whom It May Concern:

Zachary Adams (Appalachian Dirt) has worked for Heart of the Highlands Trail System (HoH) since 2013 as a contracted trail crew leader and trail builder. It was my pleasure, as HoH Project Administrator, to directly monitor and supervise his projects during the time through December 2017.

During that time, Zach performed routine trail maintenance, executed numerous trail modifications to improve drainage and tread quality, and completed several new design-build projects. Key among these was the 4000' Blackwater View Trail, crossing both federal and private land, which involved extensive full bench cut along steep grades, a unique wetland boardwalk, logging road to trail conversions, and decking a steel beam river crossing.

Throughout the years, Zach supervised and instructed both paid and volunteer work crews, as well as prepared for effective implementation of those group work days. Additionally, Zach acquired a great understanding of working within the bounds and guidelines of the numerous federal, state and private agencies that Heart of the Highlands partnered with. This all was crucial to our continued success.

Zach was an outstanding individual to work with and has a strong grasp of designing and building trails with great user appeal. He was dependable and always willing to put forth maximum effort. I highly recommend him and his trail building skills.

Sincerely,

Julie Dzaack

(formerly) Project Administrator, Heart of the Highlands Trail System

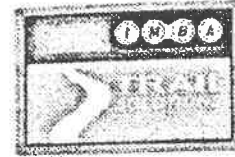
178 Cortland Village Road

Davis, WV 26260

j_dzaack@hotmail.com

304-866-4757(h)

304-851-0213 (c)



CONTRACT
Appalachian Dirt (Zach Adams)
Deep Creek Lake State Park Trails
Swanton, MD

Terms and Conditions

The engagement of the **Appalachian Dirt** and its personnel ("CONTRACTOR") by the International Mountain Bicycling Association ("IMBA"), for the purposes of trail consulting and contracting is subject to the following terms and conditions.

1. FEE

CONTRACTOR fee shall be based on Attachment A, as mutually agreed upon by IMBA and CONTRACTOR. The fee shall not be amended without the expressed consent of IMBA.

2. SCOPE

The scope of CONTRACTOR's work effort is attached in Attachment A to this document. The scope shall not be amended without the expressed written consent of IMBA.

3. BILLING PROCEDURES

CONTRACTOR shall include the following information in each invoice:

IMBA project number and name:

Project Number: DNRM1801

Project Name: Deep Creek Lake State Park Trails

Invoice Submittal Period:

Identify billing period (e.g., "March 01 – March 31, 2019)

Work completed for the billing period:

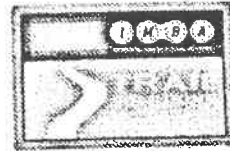
List staff, task, and rate by task; include summary

List of direct expenses:

Provide summary list to include vendor, expense type by category, and expense

Incomplete invoices will not be accepted.

Contract
 Appalachian Dirt
 Deep Creek Lake State Park Trails (DNRM1801)
 Swanton, MD
 April – Aug 2019



4. BILLING PROCEDURES

CONTRACTOR shall invoice according to the following procedure:

CONTRACTOR shall email electronic copies of invoices to Richard.edwards@imba.com. Paper invoices will not be accepted. Email subject line will include the words "Invoice", "Deep Creek", and "DNRM1801".

CONTRACTOR shall invoice no more frequently than every thirty (30) days. IMBA reserves the right to refuse to pay invoices not submitted within thirty (30) days of the completion of the CONTRACTOR's work effort.

IMBA will endeavor to pay each invoice received from CONTRACTOR within thirty (30) business days of receipt of invoice. IMBA reserves the right to defer or refuse to pay any invoice or payment, or part thereof, if in its opinion, the amount submitted is not in reasonable proportion to the percentage of services and/or goods completed by CONTRACTOR. Invoices shall be submitted in a format acceptable to IMBA and its client.

CONTRACTOR shall keep detailed daily records of work performed per individual and copies of all receipts and shall provide to IMBA if requested.

5. QUALITY OF WORK

CONTRACTOR warrants that it is qualified and competent to perform the work noted herein. IMBA retains the right to reject inferior or incomplete work and refuse payment for such that IMBA does not believe meets standards/guidelines generally accepted within the industry, identified in IMBA's online and printed documents, determined by the client, and/or specifically noted herein. No partial payment will be made for inferior or incomplete work.



INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

AppalachianDirt Contract DNRM1801/1/2019

Contract
 Appalachian Dirt
 Deep Creek Lake State Park Trails (DNRM1801)
 Swanton, MD
 April – Aug 2019



6. INSURANCE

CONTRACTOR shall provide IMBA with a certificate of insurance as evidence of the following coverage prior to commencing work under this agreement. Such certificate shall clearly identify the specific project for which the certificate is being issued. CONTRACTOR shall provide a minimum of thirty (30) days written notice before coverage can be changed; changes in coverage may result in CONTRACTOR being terminated from the project.

- a) General liability for a minimum of \$1 million per combined single limit, with the inclusion of the following as an additional insured.

International Mountain Bicycling Association
 PO Box 20280, Boulder CO 80308

- b) Workmen's Compensation Insurance for all employees and staff engaged in project work.
- c) Automobile liability insurance including non-owned and hired autos with the following limits:
- | | |
|-----------------|---|
| Bodily injury | \$500,000 each person/\$500,000 each occurrence |
| Property damage | \$100,000 each occurrence |

7. QUALIFICATIONS AND CONDUCT

CONTRACTOR represents that it is willing and qualified to provide the services and products herein described. The conduct of the CONTRACTOR must be professional, capable, and courteous at all times. CONTRACTOR shall not solicit client for any work or tasks. CONTRACTOR staff must be able to lift approximately fifty (50) pounds. CONTRACTOR must possess a fitness standard that allows them to move under their own power about a worksite in case of emergency and to do productive, efficient work.

Failure on any account can result in immediate stoppage of work and cessation of payment with the possibility of termination from the project.

CONTRACTOR agrees to represent IMBA, IMBA staff, other CONTRACTORS, the client, and all related stakeholders in a positive manner at all times. Failure to do so can result in immediate stoppage of work and cessation of payment with the possibility of termination from the project.

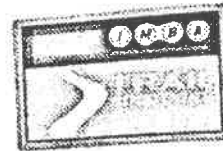
IMBA may require that CONTRACTOR work only when an IMBA employee is on the project site. This will be to ensure safety and quality standards are met.



INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

AppalachianDirt Contract DNRM1801 v1.2.docx

Contract
 Appalachian Dirt
 Deep Creek Lake State Park Trails (DNRM1801)
 Swanton, MD
 April - Aug 2019



8. SAFETY

CONTRACTOR shall perform all work in a safe and conscientious manner with regard to CONTRACTOR'S staff, IMBA, and all others present on or near the project. CONTRACTOR and CONTRACTOR'S staff shall wear hardhats and other required and customary personal safety equipment when on the jobsite. CONTRACTOR and CONTRACTOR'S staff shall be alert, physically fit for the task at hand, and not under the influence of alcohol or drugs (prescription or otherwise) where such influence may be potentially hazardous.

Failure on any account listed above can result in immediate stoppage of work with the possibility of termination from the project. CONTRACTOR is responsible for providing all required and customary personal safety equipment for self and for CONTRACTOR'S staff.

9. THIRD PARTY COMMUNICATIONS

CONTRACTOR shall copy or otherwise inform IMBA of all correspondence and other contact with the client, the public, other CONTRACTORS, and others related to this project.

10. INDEPENDENT CONTRACTOR

It is understood and agreed that CONTRACTOR shall perform all services and/or provide all goods under this agreement as an *independent contractor* and nothing contained herein shall be construed to be inconsistent with this relationship or status. CONTRACTOR shall be solely responsible for the methods and means used in performing the professional services herein described, and is neither an employee or agent of, nor a joint venture with, IMBA. CONTRACTOR agrees and warrants that it complies with Worker Compensation laws and all other applicable laws and regulations in the state of incorporation or operation, whichever is applicable. CONTRACTOR agrees to indemnify and hold harmless IMBA and SUMMERS-TAYLOR, Inc for any job-related injuries sustained by its personnel.

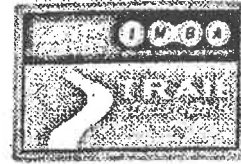
Further, the CONTRACTOR shall not be entitled to participate in any of IMBA's benefits, including without limitation any health or retirement plans. The CONTRACTOR shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in this Agreement.



INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

AppalachianDirt Contract DNRM1801 v1.2.docx

Contract
 Appalachian Dirt
 Deep Creek Lake State Park Trails (DNRM1801)
 Swanton, MD
 April – Aug 2019



IMBA shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of the CONTRACTOR or any other person consulted or employed by the CONTRACTOR in performing Services under this Agreement. All such costs shall be CONTRACTOR's responsibility.

11. EQUIPMENT

CONTRACTOR shall supply their own normal and customary trailbuilding tools

CONTRACTOR shall supply a first-aid kit for each member of its team. First-aid kits must be carried by CONTRACTOR at all times when in the field.

CONTRACTOR shall supply their own food and water on the site.

CONTRACTOR shall provide their own transportation to mobilize to and from the project site and to commute on a daily basis.

CONTRACTOR shall be responsible for mobilization of owned/rented/leased equipment to, around, and from the jobsite.

Job-specific CONTRACTOR equipment requirements are detailed in the scope.

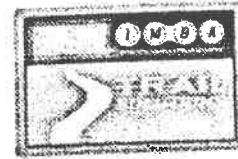
12. DAMAGES

CONTRACTOR shall be responsible for any and all damages to persons or property by it's actions or inactions. This includes damages to vehicles, machinery, equipment, tools, and electronics whether wholly owned by IMBA, owned by a third party, or rented from a third party by IMBA. IMBA reserves the right to withhold payment for services rendered by the CONTRACTOR and/or invoice the CONTRACTOR in order to compensate respective parties for damages.

13. COMMENCEMENT

All services and work set forth in this agreement shall commence upon receipt of a signed contract and issuance of notice to proceed (NTP) by IMBA to CONTRACTOR. IMBA shall not compensate CONTRACTOR for work performed prior to the issuance of a contract and NTP.

Contract
Appalachian Dirt
Deep Creek Lake State Park Trails (DNRM1801)
Swanton, MD
April – Aug 2019



14. ADDITIONAL SERVICES

Requests for additional services not described herein must be made and authorized in writing prior to commencement of any work related to such additional services. Should CONTRACTOR perform said services without prior authorization, CONTRACTOR will not be entitled to receive any additional compensation therefore.

15. TERMINATION

IMBA may terminate this agreement at any time by giving CONTRACTOR ten (10) days prior written notice. In the event that IMBA's contract with its client is terminated, this agreement shall simultaneously terminate. In the event of termination, CONTRACTOR shall receive compensation for services and/or goods satisfactorily performed and/or provided and accepted by IMBA to the date of termination, provided that IMBA receives payment for such services and/or goods from its client. In no case shall CONTRACTOR be entitled to make a claim for lost profits or damages in the event of termination.

16. SUSPENSION

IMBA shall have the right to suspend all or any part of the services and/or production of goods at any time and for any reason by written notice to CONTRACTOR. CONTRACTOR shall have the right to terminate the agreement upon ten (10) days prior written notice to IMBA only upon IMBA's substantial breach of the agreement, provided there has been no breach by CONTRACTOR. In case of suspended services and/or production of goods, CONTRACTOR shall promptly recommence any suspended services and/or production of goods when and to the extent directed in writing by IMBA.

17. BRANDING AND USE OF SOCIAL MEDIA

During the performance of this work the contractor shall represent themselves as part of the IMBA team engaged on an IMBA project and reflect this in all media and social media postings. Any use of photos or images of the work site on social media must be approved by the IMBA foreman or project manager and must contain the IMBA/Client hashtags provided by IMBA.

18. PROPRIETARY MATERIALS

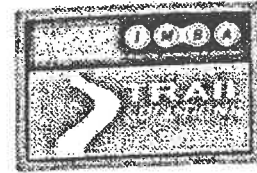
CONTRACTOR agrees that all work (including, but not limited to, text and graphics, construction and site improvements, and reports (draft and final)) is the property of and proprietary to IMBA. CONTRACTOR shall retain the right to be named as a project participant and/or partner.



INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

Appalachian Dirt Construction DNRM1801 Swanton, MD

Contract
Appalachian Dirt
Deep Creek Lake State Park Trails (DNRM1801)
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April – Aug 2019



19. DAMAGES

CONTRACTOR shall be responsible for any and all damages to persons or property caused by its actions or inactions. IMBA reserves the right to withhold payment for services rendered by the CONTRACTOR and/or invoice the CONTRACTOR in order to compensate respective parties for damages.

20. TRANSFERABILITY

CONTRACTOR shall not utilize others to perform the work reference herein without the expressed written permission of IMBA's Executive Director or his/her designee. Should CONTRACTOR have others perform services without prior authorization CONTRACTOR shall not be entitled to receive compensation for such services.

21. INDEMNIFICATION

CONTRACTOR shall defend and indemnify, save and hold harmless IMBA, its client, and their officers, agents and employees from suits, actions, legal proceedings, claims, damages, liabilities, costs and expenses, including attorney's fees arising out of any claims, damages, personal injuries, property losses, and/or economic or other damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of CONTRACTOR, its agents, employees or CONTRACTORS in connection with the performance of services or provision of goods for this project.

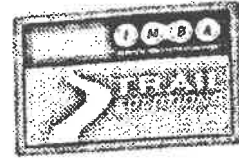
22. SEVERABILITY

If any of these conditions shall be determined to be invalid or unenforceable in whole or part, the remaining provisions shall remain in full force and effect, and be binding upon the parties hereto.

23. AGREEMENT

CONTRACTOR binds itself, its partners, successors, assigns, and legal representatives to IMBA and to the principals, successors, assigns, and legal representatives of IMBA with respect to all terms and conditions of the agreement

Contract
Appalachian Dirt
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24. WHOLE AGREEMENT

This agreement represents the entire and integrated agreement between IMBA and CONTRACTOR with respect to its subject matter and supersedes all prior negotiations, representations, proposals or agreements, either written or oral. The agreement may be amended only by written instrument signed by both IMBA and CONTRACTOR.



INTERNATIONAL MOUNTAIN BICYCLING ASSOCIATION

AppalachianDirt Contract DNRM1801 v1.2.docx

Attachment A - Contract
 Appalachian Dirt
 Deep Creek Lake State Park Trails (DNRM1801)
 Swanton, MD
 April - Aug 2019



Attachment A - Contract
Appalachian Dirt (Zach Adams)
Deep Creek Lake State Park Trails
Swanton, MD

SCOPE

CONTRACTOR shall provide equipment and personnel to construct the approx. 17,200 linear feet of trail required to complete trail segments 19, 20, 21, 22, and 23 as described in Appendix B & C.

1. Mobilize crew to and from site; Deep Creek Lake State Park, MD 21561.
2. Provide team to construct bike optimized, bidirectional, multiuse (bike-hike) trail.
3. Equipment fueling and service is the responsibility of the CONTRACTOR.
4. Lodging and per diem is the responsibility of the CONTRACTOR.

SCHEDULE

CONTRACTOR shall complete work by September 1st, 2019

FEE

Total Fees **Not-to-Exceed \$150,000** without prior written approval from IMBA.

BILLABLE UNITS

Trail Tread @ \$6 per linear foot. Includes all clearing, grubbing, grading, and stabilization. See Appendix C for details.

Rock Armor @ \$20 per square foot. See Appendix C for details.

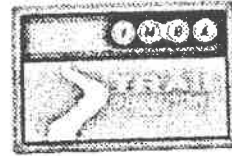
Construction of typical trail features that are approximately 12" or less in height are included in the Trail Tread unit cost. Due to the natural rocky terrain, much of the trail tread may have a rock surface. The Rock Armor unit is to be used to account for exceptionally rocky sections, generally those requiring rock over 12" in height from normal trail tread, and may not cover all the rock tread.

Contractor may only invoice using these units. Contractor bears responsibility for all costs associated with producing these units. Additional services, units, and expenses may only be billed with prior written permission of the Client.



Appalachian Dirt Contract DNRM1801-19-01

Attachment A - Contract
Appalachian Dirt
Deep Creek Lake State Park Trails (DNRM1801)
Swanton, MD
April - Aug 2019



CONTRACT
Appalachian Dirt (Zach Adams)
Deep Creek Lake State Park Trails
Swanton, MD

CONTRACT APPROVALS

Please print, sign, scan, and email a copy of this document to:

Richard Edwards (richard.edwards@imba.com)

A countersigned version will be returned to you for your records.

ACCEPTED BY:

3/28/2019

Signature: 

3/28/2019

Name (print): Zach Adams

Date

Title: Owner

Company: Appalachian Dirt

OFFERED BY:



March 27, 2019

Richard Edwards, Trail Solutions Director of Construction

Date



III/JEFF SMITH
301 E MAIN ST
KINGWOOD, WV 26537
1-304-329-1440

Policy number: 00533925-0

Underwritten by:
UNITED FINANCIAL CASUALTY COMPANY
June 14, 2019
Page 1 of 2

Certificate of Insurance

Certificate Holder

Additional Insured
DIRT ENDEAVORS LLC
22 THISTLE LANE
DAVIS, WV 26260

Insured

ZACHARY ADAMS
APPALACHIAN DIRT
22 THISTLE LN
DAVIS, WV 26260

Agent

III/JEFF SMITH
301 E MAIN ST
KINGWOOD, WV 26537

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Mar 24, 2019

Policy Expiration Date: Mar 24, 2020

Insurance coverage(s)

Limits

BODILY INJURY/PROPERTY DAMAGE	\$500,000 COMBINED SINGLE LIMIT
UNINSURED MOTORIST BODILY INJURY	\$500,000 COMBINED SINGLE LIMIT
UNDERINSURED MOTORIST BODILY INJURY	\$500,000 COMBINED SINGLE LIMIT

Description of Location/Vehicles/Special Items

Scheduled autos only

2017 RAM RAM 2500 3C6TR5CT1HG698364	
UNINSURED MOTORIST PROPERTY DAMAGE	\$500,000 CSL W/\$300 DED
UNDERINSURED MOTORIST PROPERTY DAMAGE	\$500,000 CSL W/\$0 DED
COMPREHENSIVE	\$500 DED
COLLISION	\$500 DED
RENTAL REIMBURSEMENT	\$50 PER DAY (\$1,500 MAX)
ROADSIDE ASSISTANCE	SELECTED

Policy number: 00533925-0

Page 2 of 2

Certificate number

16519NET925

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.



Form 5241 (10/02)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Smith Insurance Agency Of West Virginia Inc
301 East Main St

CONTACT NAME: Katherine Host
PHONE (A/C No. Ext): 3043293440
E-MAIL ADDRESS: kah@siawv.com

FAX (A/C No.):

Kingwood WV 26537

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

DIRT ENDEAVORS LLC
dba APPALACHIAN DIRT
22 THISTLE LANE
DAVIS

WV 26260

INSURER A: EVANSTON INSURANCE COMPANY

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDRESS (INS) (WV)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		3AA330079	01/29/2019	01/29/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 3,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTHER
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					EL, EACH ACCIDENT \$ EL, DISEASE - EA EMPLOYEE \$ EL, DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

ZACHARY ADAMS

22 THISTLE LANE

DAVIS

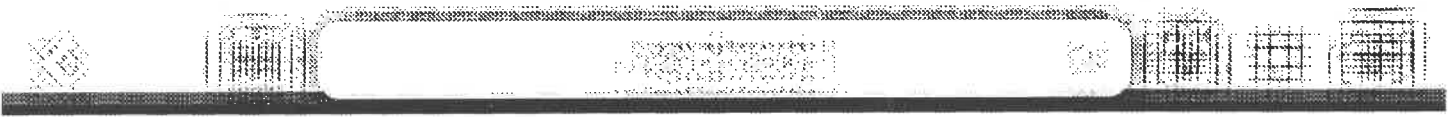
WV 26260

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Katherine D. Host

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WV Number	Company	DBA	Address	City	State	Zip	County	Phone	Classification*	Expires
WV057503	ZACHARY ADAMS	APPALACHIAN DIRT	22 THISTLE LANE	DAVIS	WV	26250	47	717-448-3228	B 1 003 021 081	6/11/2020

Records 1 to 1 of 1 Records

View Classifications (Note if a classification letter or number appears above that is not listed below please email Lic
558-7890)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Michael K. Neschke of The Surety Syndicate, LLC its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$75,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

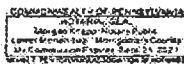
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: Megan Knopp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of such Company this 17th day of June, 2019


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Agency _____
REQ. P.O.# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Dirt Endeavors LLC dba Appalachian Dirt
of 22 Thistle Lane Davis, WV, as Principal, and PHILADELPHIA INDEMNITY INSURANCE
of ONE BALA PLAZA BALA CYNWYD PA, a corporation organized and existing under the laws of the State of PA,
with its principal office in the City of BALA CYNWYD, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of SEVEN THOUSAND DOLLARS (\$ 7,000.00) 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
Walters Smith MSP Bike/Pedestrian Trails Project CRFQ 0310 DNR190000009

NOW THEREFORE,

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

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

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 17TH day of JUNE, 2019.

Principal Seal

Dirt Endeavors LLC dba Appalachian Dirt
(Name of Principal)

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

owner
(Title)

Surety Seal

PHILADELPHIA INDEMNITY INSURANCE COMPANY

(Name of Surety)

[Signature]
Attorney-in-Fact

MICHAEL NESCHKE, 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.