



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:

Tri-State Company, Inc
PO Box 419
Lesage, WV 25537-0419

WV CL # 003332
304-736-2110 office
304-208-1156 cell, John Gibson

RECEIVED
 2019 JUN 18 PM 12: 58
 WV PURCHASING
 DIVISION

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN # **55-0688481**

DATE **6/16/2019**

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.

DNR1900000009	Document Phase Draft	Document Description Watters Smith MSP Bike/Pedestrian Trails Project	Page 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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.

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 DNR1900000009
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 or 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

Revised 01/24/2019

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: 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.

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.wv.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 too 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.

Revised 01/24/2019

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 heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- 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

“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: Tri-State Company, Inc.

Contractor's License No.: WV- 003332

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 drugfree 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.

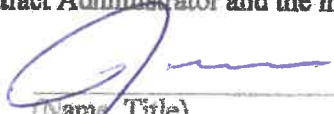
Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Tri-State Company, Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.


Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

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.

 Vice President
(Name, Title)
John Gibson, Vice President
(Printed Name and Title)
PO Box 419, Lesage, WV 25537-0419
(Address)
(304) 208-1156 (304) 945-7663
(Phone Number) / (Fax Number)
johng42@comcast.net
(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.

Tri-State Company, Inc.

(Company)
 Vice President
(Authorized Signature) (Representative Name, Title)
John Gibson Vice President
(Printed Name and Title of Authorized Representative)
6/16/2019
(Date)
(304) 208-1156 (304) 945-7663
(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.

Tri-State Company, Inc.

Company _____


Authorized Signature _____

6/16/2019

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.nationalmtb.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: John Gibson

Telephone Number: 304-208-1156

Fax Number: 304-945-7663

Email Address: johng42@comcast.net

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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
006	1	39.17409968	-80.40970273	1210.057
007	1	39.17434431	-80.40974803	1166.016
008	1	39.17479638	-80.40980300	1176.416
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
034	1 & 2	39.17501570	-80.40575954	1280.751
035	1 & 2	39.17510278	-80.40525840	1254.291
036	2	39.17512710	-80.40474400	1253.935
037	2	39.17527482	-80.40440817	1274.802
038	2	39.17533222	-80.40405056	1246.664
039	2	39.17543114	-80.40332612	1207.930
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
044	2	39.17564271	-80.40159242	1237.348
045	2	39.17573933	-80.40151672	1232.051
046	2	39.17566231	-80.40131542	1238.733

047	2	39.17563884	-80.40104960	1238.099
048	2	39.17556066	-80.40088112	1229.353
049	2	39.17564373	-80.40075744	1228.341
050	2	39.17555255	-80.40068859	1243.160
051	2	39.17550309	-80.40029615	1232.320
052	2	39.17555284	-80.40004451	1222.980
053	2	39.17577078	-80.39964023	1224.566
054	2	39.17576679	-80.39946360	1225.245
055	2	39.17555588	-80.39954999	1228.459
056	2	39.17541421	-80.39974098	1221.385
057	2	39.17523931	-80.39990142	1241.236
058	2	39.17487463	-80.40003040	1238.366
059	2	39.17474655	-80.39986584	1253.547
060	2	39.17451829	-80.39986044	1233.247
061	2	39.17448017	-80.39998435	1237.496
062	2	39.17422940	-80.40037571	1212.000
063	2	39.17402433	-80.40068564	1227.024
064	2	39.17364413	-80.40106008	1249.717
065	2	39.17348685	-80.40114450	1230.002
066	2	39.17335733	-80.40112345	1269.073
067	2	39.17326933	-80.40148278	1214.986
068	2	39.17305823	-80.40166399	1242.592
069	2 & 3	39.17285430	-80.40164151	1239.566
070	2 & 3	39.17267233	-80.40168808	1254.116
071	2 & 3	39.17233230	-80.40200056	1280.030
072	2 & 3	39.17208580	-80.40222410	1272.476
073	2 & 3	39.17205958	-80.40242050	1222.648
074	2 & 3	39.17193403	-80.40255975	1266.606
075	3	39.17168896	-80.40265022	1280.291
076	3	39.17151533	-80.40291865	1211.812
077	3	39.17146699	-80.40316450	1245.227
078	3	39.17128660	-80.40315412	1232.203
079	3	39.17117115	-80.40335760	1264.189
080	3	39.17083531	-80.40365194	1247.243
081	3	39.17065482	-80.40371635	1266.260
082	3	39.17056336	-80.40386359	1264.943
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
086	3 & 4	39.16971127	-80.40349019	1258.098
087	3 & 4	39.16951190	-80.40340231	1238.311
088	3 & 4	39.16953513	-80.40309358	1242.210
089	3 & 4	39.16923134	-80.40300989	1268.987
090	3 & 4	39.16886613	-80.40294381	1247.182
091	4	39.16865400	-80.40284518	1237.159
092	4	39.16843394	-80.40274391	1217.814
093	4	39.16817479	-80.40270343	1235.907

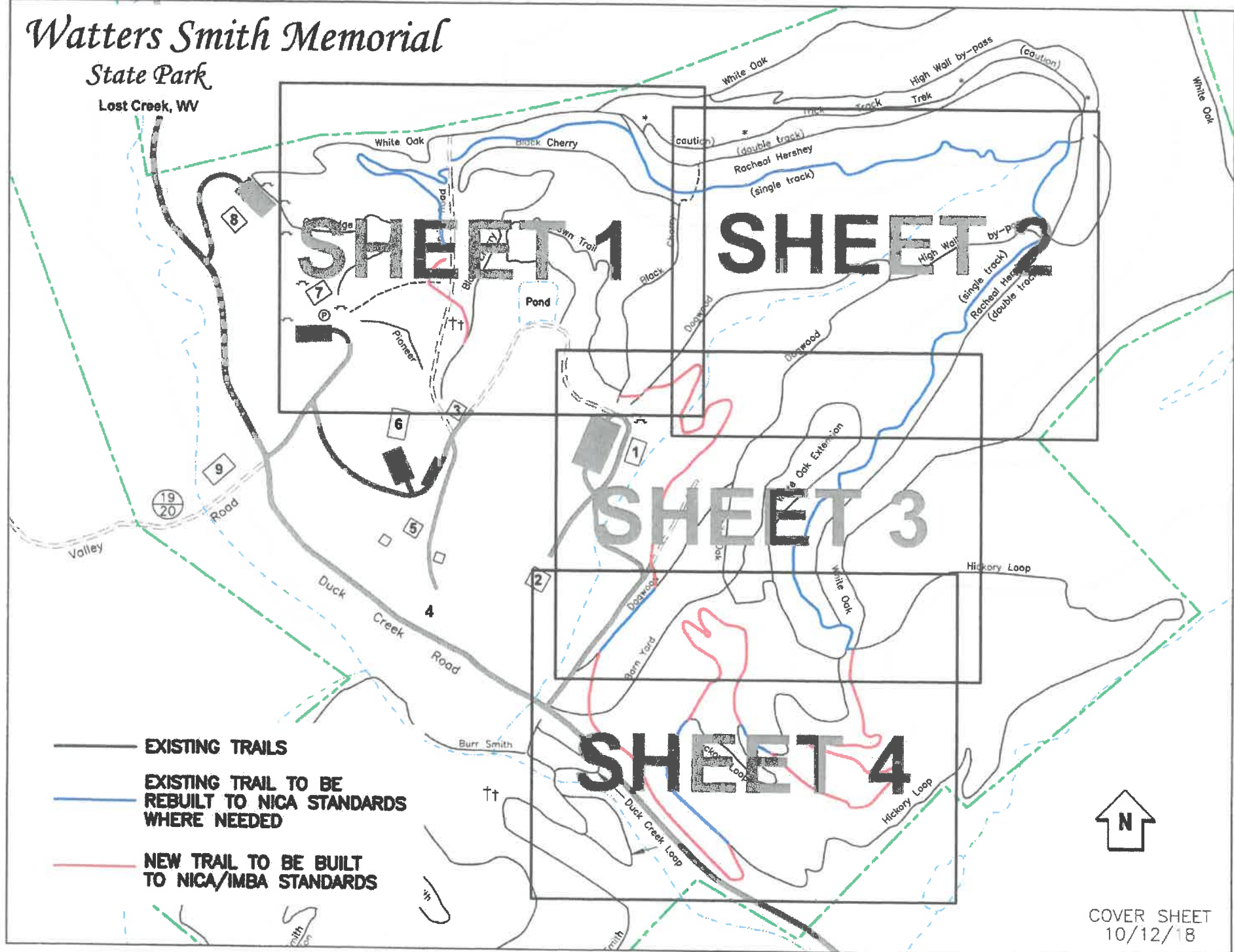
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101	4	39.16794648	-80.40345064	1225.567
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103	4	39.16765034	-80.40258014	1219.016
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105	4	39.16771142	-80.40220809	1203.987
106	4	39.16764395	-80.40217196	1170.698
107	4	39.16742931	-80.40237426	1195.752
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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
113	4	39.16827337	-80.40474671	1141.536
114	4	39.16849710	-80.40483971	1144.526
115	3 & 4	39.16893395	-80.40468017	1148.293
116	3 & 4	39.16922434	-80.40465211	1148.656
117	3 & 4	39.16943345	-80.40468516	1138.441
118	3 & 4	39.16951137	-80.40501352	1166.152
119	3 & 4	39.16967247	-80.40528636	1163.981
120	3 & 4	39.16969421	-80.40538625	1175.668
121	3 & 4	39.16943839	-80.40532661	1129.005
122	3 & 4	39.16935480	-80.40527820	1122.896
123	3 & 4	39.16952947	-80.40567304	1144.277
124	3 & 4	39.16921254	-80.40547422	1120.694
125	3 & 4	39.16886507	-80.40507623	1109.026
126	4	39.16874994	-80.40524903	1138.738
127	4	39.16833253	-80.40555245	1087.174
128	4	39.16796266	-80.40584683	1115.345
129	4	39.16751391	-80.40585684	1087.757
130	4	39.16712145	-80.40548379	1131.809
131	4	39.16665731	-80.40487868	1069.535
132	4	39.16641005	-80.40471375	1203.638
133	4	39.16628438	-80.40465370	1047.736
134	4	39.16635816	-80.40500915	1045.607
135	4	39.16708294	-80.40593281	1059.433
136	4	39.16760841	-80.40636413	1088.785
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138	4	39.16836127	-80.40722687	1079.607
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140	4	39.16914530	-80.40706390	1084.089

141	4	39.16956576	-80.40663256	1065.174
142	3 & 4	39.16999371	-80.40616458	1097.228
143	3	39.17022268	-80.40621649	1086.892
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145	3	39.17053750	-80.40621553	1083.009
146	3	39.17088965	-80.40613512	1071.191
147	3	39.17128507	-80.40596341	1098.394
148	3	39.17153165	-80.40564078	1083.393
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163	1 & 3	39.17239157	-80.40673490	1113.853

Watters Smith Memorial

State Park

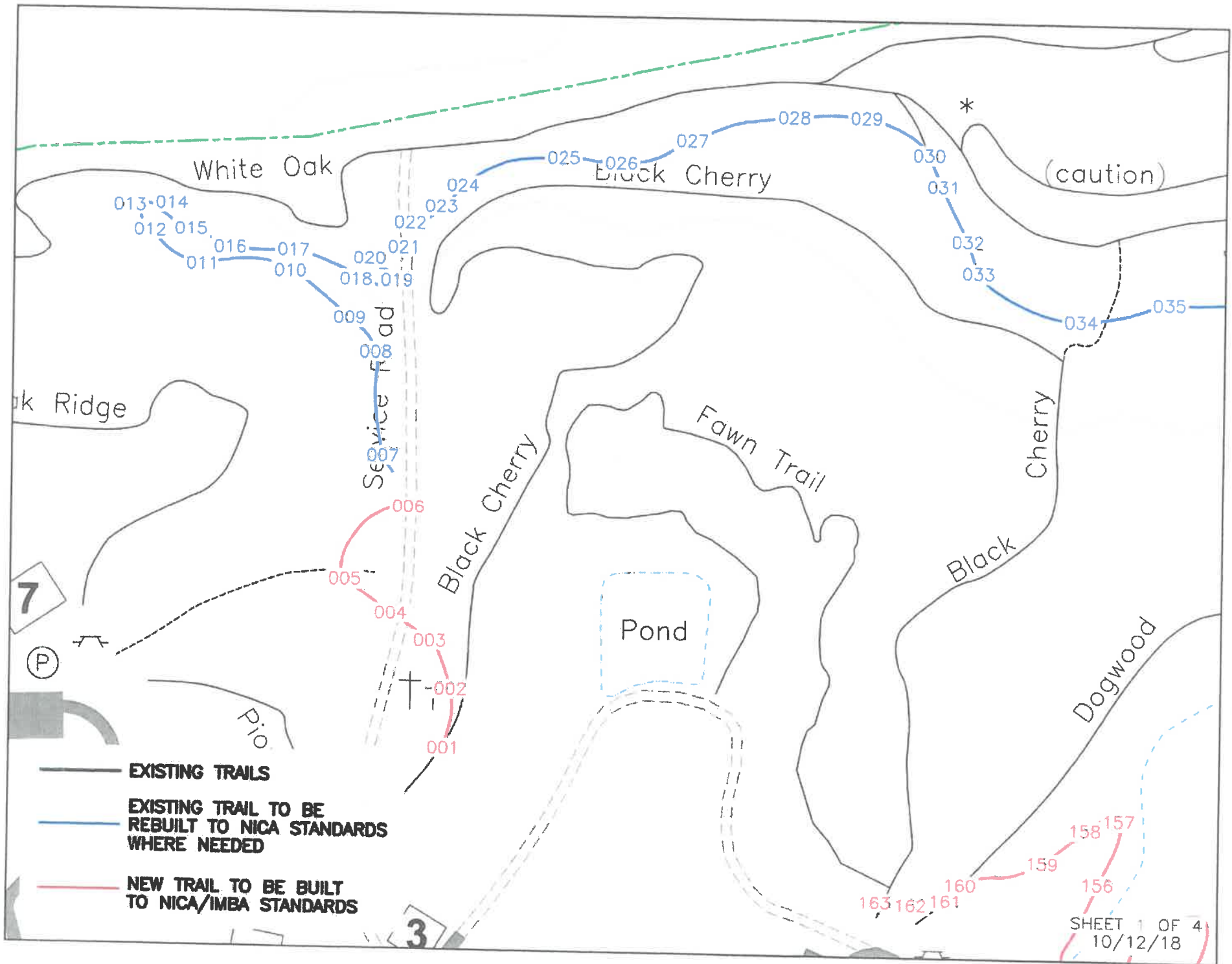
Lost Creek, WV



- 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



White Oak

Black Cherry

(caution)

ak Ridge

Service Road

Fawn Trail

Cherry

Black Cherry

Black

Dogwood

Pond

7

P

Pio

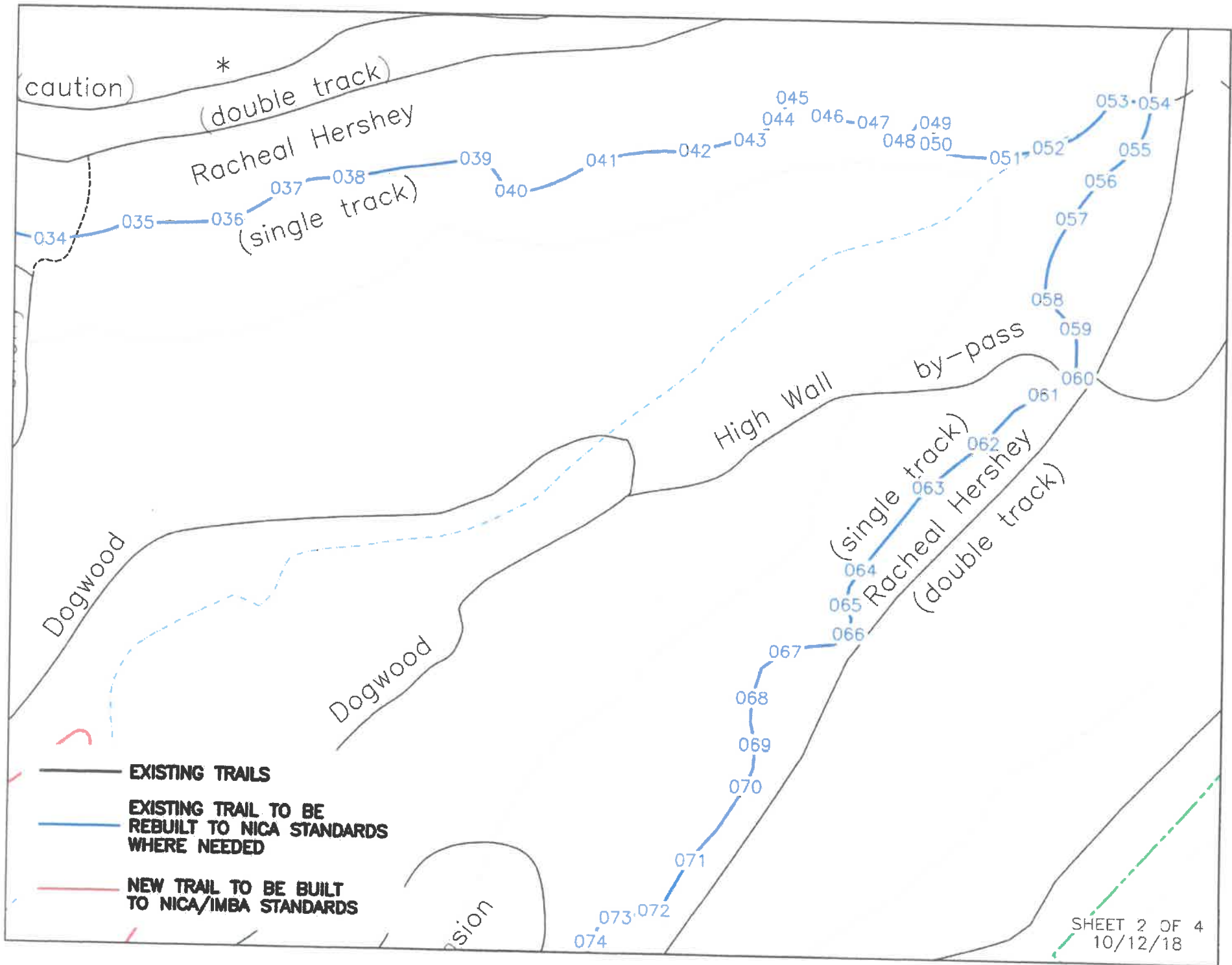
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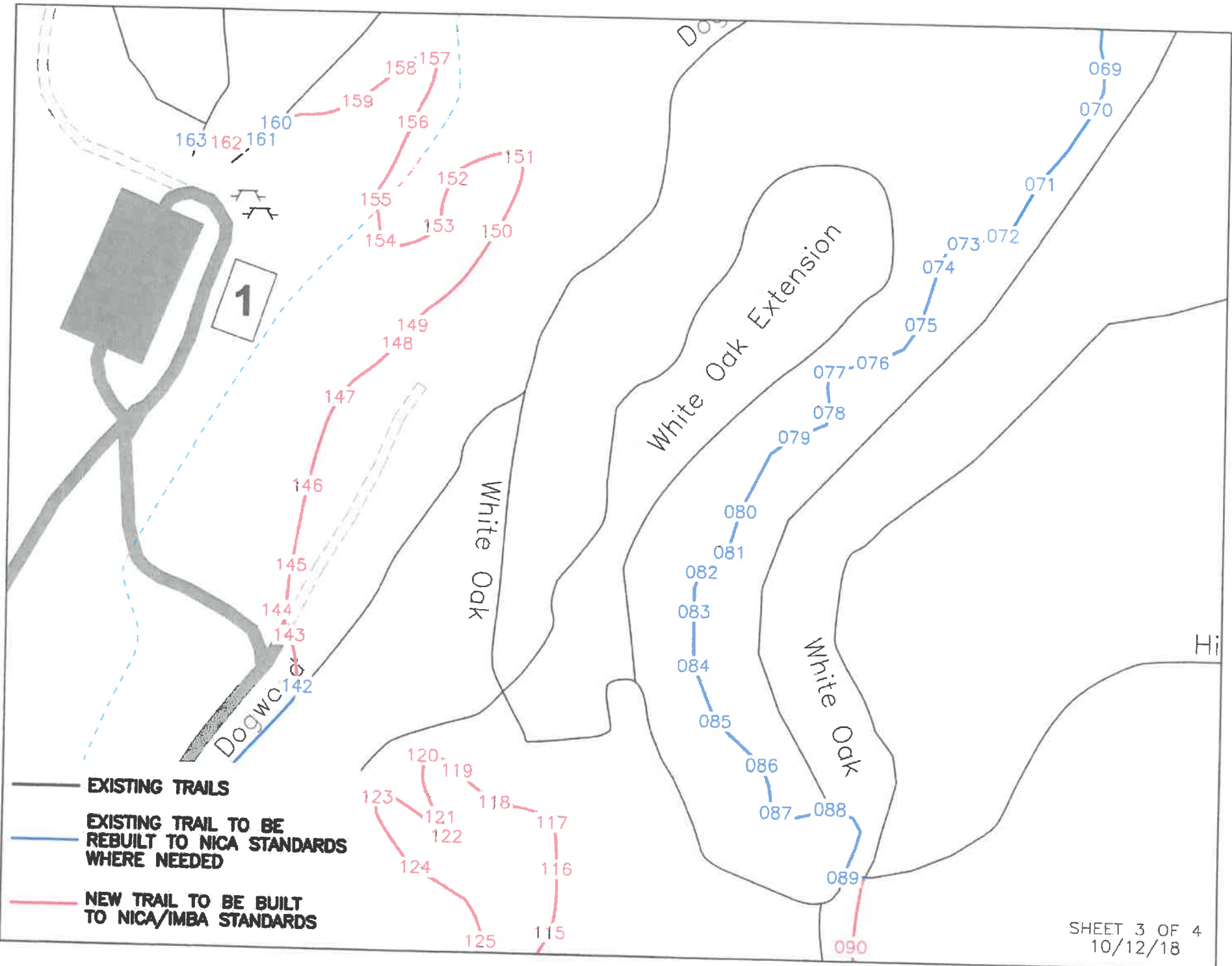
EXISTING TRAILS

EXISTING TRAIL TO BE
REBUILT TO NICA STANDARDS
WHERE NEEDED

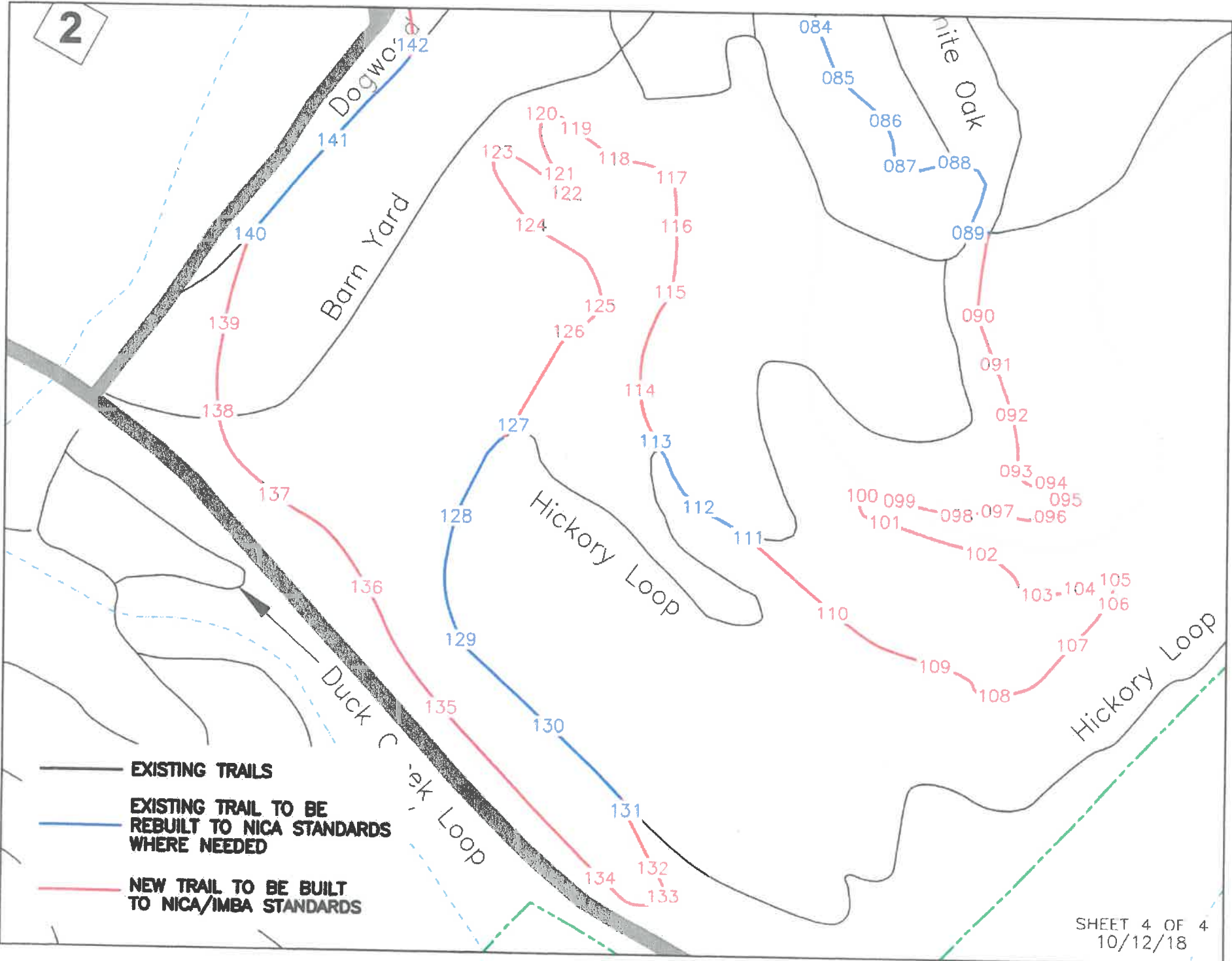
NEW TRAIL TO BE BUILT
TO NICA/IMBA STANDARDS

SHEET 1 OF 4
10/12/18





2



**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**

**Pricing Page
Exhibit A**

Name of Vendor:

Tri-State Company, Inc.

Address of Vendor:

**PO Box 419
Lesage, WV 25537**

Phone Number of
Vendor:

**304-736-2110 office
304-208-1156 cell, John Gibson**

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.

\$144,680.00

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

One hundred and forty four thousand six hundred and eighty dollars.



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

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

I, John Gibson, after being first duly sworn, depose and state as follows:

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

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

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

Printed Name: John Gibson

Signature: _____

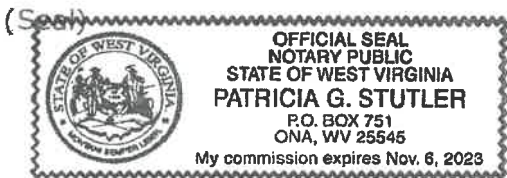
Title: Vice President

Company Name: Tri-State Company, Inc.

Date: 6/18/2019

Taken, subscribed and sworn to before me this 18th day of JUN, 2019.

By Commission expires 11-6-2023



(Notary Public)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(l), 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: Tri-State Company, Inc.

Authorized Signature: _____

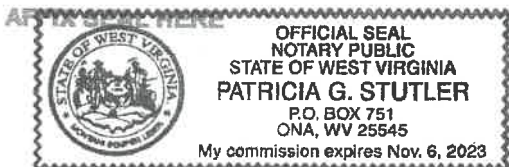
Date: 6/19/2019

State of WV

County of Cabell, to-wit:

Taken, subscribed, and sworn to before me this 11 day of Jun, 2019.

My Commission expires 11-6, 2023



NOTARY PUBLIC

Patricia G. Stutler

Purchasing Affidavit (Revised 01/19/2018)

TRI-STATE COMPANY, INC.

Qualification documents for Tri-State Company, Inc.

6.4 miles of new beginner mountain bike trail built for Burke County North County. Contract time was from February 2018 through October 2018. This project included the construction of 1 - 20 foot long bridge built to USDA Forest Service Standards with railing for bicycle usage. Contact person for this contract was Shane Prisby, phone number 828-764-9034.

2 miles of new trail construction in Seneca State Forest. Contract time was from October 2018 through December 2018. This project was the relocation of the Allegheny Trail for the pipeline construction to pass through the park. This project included the construction of 1 - 45 foot long fiberglass bridge. Contact person for this project was Doug Wood, phone number 304-550-1006.

1 mile of new trail construction for NA Dulles Real Estate Investor, LLC. Contract time was from January 2019 through March 2019. This project included the construction of 200 linear feet of puncheon walkway over wetland. This project is a shared use trail designed to sustain traffic for hundreds of walker and bike riders every week. Contact person for this project is Steve Southward, phone number 571-447-6074.

Approximately 7 miles of new construction currently under way at Canaan Valley State park, almost **2 miles** completed to this date. Contract was started in May 2019 and completion is expected in October 2019. This is a bike specific trail for beginner riders. There will be 5 bridges on this trail when completed. Contact person for this project is Stan Beafore, phone number 304-704-1601

Tri-State Company is an instructor for PTBA. Leading classes on the sustainable construction of trails and the proper construction techniques for building trail bridges of all makes and for all users.

John Gibson, primary machinery operator for Tri-State Company, is an instructor for mechanized trail construction for the Professional Trail Builders Association and has many thousands of hours of experience building trails with excavators and trail dozers.

Equipment list

2018 Caterpillar 301.7D excavator with hydraulic tilting quick coupler for proper trail angles.

NPK hydraulic breaker for excavator.

2019 Sutter 500 Trail Dozer with slope meter for correct out slope and trail grading.

Bomag double drum 36" vibratory roller.

M274 Mechanical Mule for transporting people and equipment to construction zone.

Wacker plate compactor.

Stihl Chainsaws and Blowers.

BURKE COUNTY COMMUNITY DEVELOPMENT



Fonta Flora State Trail – Lake James State park – Paddy’s Creek Section Construction Agreement

THIS AGREEMENT, entered into this 20th day of February 2018, by and between **Burke County**, North Carolina, a body corporate and politic, hereinafter referred to as the “Owner” whose address is 200 Avery Avenue, Morganton, NC 28655; and **Tri-State Company, Inc.**, a West Virginia corporation, hereinafter referred to as the "Contractor", whose address is P.O. Box 419, Lesage, WV 25537-0419.

A. SCOPE OF WORK

Contractor shall furnish all labor, equipment and materials necessary to complete the following trail projects as provided in the Request for Proposals (“RFP”) attached hereto and incorporated herein by reference:

1. Construct approximately 33,970 linear feet of new trail at a cost of [REDACTED] for a total of [REDACTED]
2. Construct one (1) new 20’ trail bridge for a lump sum of [REDACTED]

B. TIME OF COMPLETION

All work shall be completed by September 30, 2018. Time is of the essence to this Agreement.

C. PAYMENT

The Contractor shall make monthly billings in accordance with project progress. For trail construction, payment shall be based upon the total length of trail construction as measured by a measuring wheel. For Bridge construction, payment shall be made in accordance with progress as agreed by both parties. The Contractor shall be paid within thirty (30) days of receipt of a detailed invoice. Contract price shall not exceed [REDACTED]

D. ABANDONMENT OF IMPROVEMENTS

If the Owner finds it necessary to abandon this project, the Contractor shall be given seven (7) days written notice and be compensated for all work completed under Section A.

E. TERMINATION

**P.O. Box 219, 110 North Green Street, Morganton, North Carolina 28680
Telephone (828)764-9030 – FAX (828)764-9021**

This Agreement may be terminated by either party upon thirty (30) days written notice. The County may terminate this Agreement immediately and without notice for violation by the Contractor of this Agreement.

F. OTHER PARTIES

It is mutually agreed that this Agreement is not transferable, nor are any duties or obligations under it assignable, by either party to a third party without the consent of the other party hereto.

G. GOOD STANDING

The Contractor affirms that it is a business duly organized under the laws of the State of West Virginia and existing in good standing under the laws of the State of West Virginia, and is licensed to do business as a foreign corporation under the laws of the State of North Carolina, and has full power and authority to carry on its business as such is now being conducted. The Contractor hereby verifies that it is aware of, and in compliance with the requirements of E-Verify as required by North Carolina General Statutes and will execute an Affidavit verifying compliance.

H. INDEMNITY

The Contractor agrees to indemnify the County and hold the County harmless from any action, liability, taxes, claim, obligation or judgment whatsoever, including court costs and reasonable attorneys' fees, for which the County shall pay, incur or be subject to by virtue of any government or other third-party claims based upon any action, occurrence or transaction involving the Contractor, its employees or associates, occurring on County property or affecting the County's property or this Agreement. The Contractor shall indemnify the County and hold the County harmless for any damage done to County property or while on County property, or done to any third party's property by the Contractor, its employees or associates.

I. NOTICES

Whenever in this contract it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or upon the other, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing, and forwarded by certified or registered mail, return receipt requested, addressed to the other party at the address given in the heading of this Agreement.

J. INDEPENDENT CONTRACTOR

In the performance of the duties and obligations of Contractor under this Agreement, it is mutually understood and agreed that Contractor and its staff are at all times acting and performing as an independent contractor. Other than the obligations contained herein, Owner shall not have or exercise any control or direction over the methods that Contractor, or any of its staff, use to perform the services herein.

**P.O. Box 219, 110 North Green Street, Morganton, North Carolina 28680
Telephone (828)764-9030 – FAX (828)764-9021**

Contractor agrees that it alone has the responsibility of paying such persons employed or retained by it, making deductions required by law and generally determining any and all appropriate forms of compensation and fringe benefits for them. Contractor hereby specifically waives any claim of rights or benefits, whether present or future, under Owner's retirement plans, fringe benefits afforded its employees, or the Owner's payment of social security taxes, workers' compensation, unemployment compensation or like benefits normally afforded its employees.

K. GOVERNING LAW, COUNTERPARTS, ENTIRE AGREEMENT, WAIVER, EFFECTIVENESS, ASSIGNMENT, HEADINGS, SEVERABILITY

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of North Carolina, and may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument representing the Agreement of the parties relating to the subject matter hereof, and the parties hereto have made no agreements or representations relating to the subject matter of this Agreement which are not set forth herein or herein provided for.

Any term or condition of this Agreement may be waived in writing at any time by the party or parties entitled to the benefit thereof. No modification of this Agreement shall be valid unless in writing and signed by the parties hereto. The waiver of breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

This Agreement shall become effective when signed by all the parties in the respective places indicated. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The headings of this Agreement are for reference purposes only and shall not be used in construing or interpreting this Agreement. If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

The sole venue for any action brought by either party to this contract shall be the state or federal courts serving Burke County, North Carolina.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above indicated.

BURKE COUNTY

By: 

Its: County Manager

Attest:


Kay Honeycutt Draughn, Clerk to the Board

TRI-STATE COMPANY, INC.

By: 

Its: Vice President

This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Finance Director or Deputy Finance Director

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BURKE

NOW COMES Affiant, first being sworn, deposes and says as follows:

- 1. I am an officer or director of J.P. State Company Inc. (the "Company"), with full power, authority and knowledge to execute this Affidavit;
- 2. The Company has submitted a bid for contract or desires to enter into a contract with Burke County:
- 3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of, and the Company is in compliance with, the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies);

After hiring an employee to work in the United States, the Company verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

The Company employs less than twenty-five (25) employees in the State of North Carolina, which exempts it from E-Verify responsibilities under North Carolina law.

- 4. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of his/her bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 North Carolina General Statute § 143-133.3(c)(2) to include (mark which applies);

After hiring an employee to work in the United States, the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

Employ less than twenty-five (25) employees in the State of North Carolina, (which exempts it from E-Verify responsibilities under North Carolina law). Specify subcontractor:

- 1. _____
- 2. _____
- 3. _____

**P.O. Box 219, 110 North Green Street, Morganton, North Carolina 28680
Telephone (828)764-9030 – FAX (828)764-9021**

This the 27TH day of FEBRUARY, 2018.



[Handwritten Signature]
Affiant

Vice President
Title

Sworn to and subscribed before me, this the 27 day of February, ~~2017~~ ²⁰¹⁸ *als*

Amy Swanson
Notary Public

My commission expires: 8-25-21



September 4, 2018

To Whom It May Concern:

While employed as the Operations Manager for Burke County Community Development, I served as the project manager for the Fonta Flora State Trail - Lake James Section. This trail is an easy to moderate multi-use hiking and mountain biking trail with a natural mineral soil surface. It is designed sustainably and constructed to minimize erosion and require minimal maintenance. The trail averages five feet in width and the overall average trail grade or steepness is 10% or less. It provides a rural greenway experience for residents and visitors in Burke County, North Carolina.

Tri-State Company, Inc., responded to Burke County's request for qualifications and subsequent request for proposals for the Mountains-to-Sea/Fonta Flora Loop Trail Connector and Fonta Flora Trail – Eastlake Two and Three construction. They were selected to improve approximately 8,500 linear feet of existing trail and construct approximately 21,000 linear feet of new trail. Trail improvement encompassed definition and widening of the trail tread to include restoring a compacted, fairly uniform, 3-5% outsloped surface with water control structures. If needed, existing backslope cuts were completed as specified in the contract and minor reroutes were constructed in limited areas.

I was very satisfied with Tri-State Company, Inc.'s, pricing, efficiency, and overall quality of work for this project. John Gibson and Charlie Dundas are familiar with the concepts of sustainable trail design, layout, and construction. While working on this project, Tri-State was quick and efficient. They accurately followed proposed trail alignments on the ground, and their expertise allowed them to adjust alignments when needed. Their team worked together effectively to "finish" trail as they were constructing it. This resulted in a high quality finished product at the end of each work day, which minimized the hazards associated with ongoing trail construction projects.

The Fonta Flora State Trail has become a magnet for beginning and experienced mountain bikers in Burke County. Tri-State Company, Inc.'s, quality of work has undoubtedly contributed to the popularity of the trail. They are an excellent company to work with, and I hope to work with them in the future. If you have any questions, please don't hesitate to contact me at 336-342-4261 ext. 2406 or by email at johnsont1587@rockinghamcc.edu.

Sincerely,

A handwritten signature in black ink that reads 'Tim Johnson'. The signature is written in a cursive, flowing style.

Tim Johnson
Director – Duke Energy TRAILS at Rockingham Community College

P.O. Box 38 Wentworth, NC 27375-0038
336.342.4261 Fax 336.349.9986
www.rockinghamcc.edu

BURKE COUNTY COMMUNITY DEVELOPMENT

PLANNING BUILDING INSPECTIONS CODE ENFORCEMENT

September 10, 2018

RE: Tri-State Company, Inc.

To Whom It May Concern,

My name is Shane Prisby and I have been Community Development Operations Manager for Burke County, North Carolina for the past year. As part of my responsibilities, I oversee the development of the Fonta Flora State Trail.

Projects for the trail are constructed using contractors selected through a competitive low-bid process. I have bid out two construction projects in the past year and both projects have been awarded to Tri-State Company, Inc. The first project was for the construction of four bridges 30ft long, 6ft clear in width built to US Forest Service specifications and two had custom railings. The second project was for 33,970 LF of new trail and one 20ft long, 6ft clear bridge built to US Forest Service specifications with custom railings.

To say that we have been satisfied with Tri-State's work would be an understatement. The level of craftsmanship and attention to detail that goes into every aspect of their work is incredible. I have complete confidence in them to make decisions in the field and know that they take every care to minimize impact and deliver a sustainable product. I would recommend the Tri-State Company to anyone looking for the highest quality in trail construction. If you have any questions, please don't hesitate to reach out.

Sincerely,



Shane Prisby

Community Development Operations Manager

Shane.prisby@burkenc.org

P.O. Box 219, 110 North Green Street, Morganton, North Carolina 28680
Email: comdev@burkenc.org Telephone: (828) 764-9030 – FAX: (828) 764-9021



David M. Tackett
Manager of Service Personnel
Phone: 304-528-5044 Fax: 304-528-5082
2850 5th Avenue • Huntington, WV 25702

August 31, 2018

Project Leader
West Virginia Department of Natural Resources
Building 74
324 Fourth Ave.
South Charleston, WV 25303

Dear Project Leader:

It is a wonderful day when we at the Cabell County Board of Education have the opportunity to show how much we appreciate the Tri-State Company and its owners Colonel Charlie Dundas (*USMC, Retired*), and John Gibson. During the winter of 2016 our Huntington High School Cross Country Track Coach approached us to help him build a cross country track on another one of our school campuses. The coach's proposal included a small grant awarded by one of our Senators. At the time we were approached by the coach, the final plan was to include bussing the athletes from Huntington High School to the other campus each day for practices. Because of the proposed situation, it was also understood that Huntington High School would probably never get to host a cross country track meet because the venue on the other school campus would be too small. When we asked the cross country coach why he didn't consider building the track on Huntington High's Campus, he told us that it was impossible.

That is when we approached the Tri-State Company. Mr. Dundas and Mr. Gibson met with a team of administrators and coaches at Huntington High and inspected a topographic map of the property. They then proposed a walkthrough so they could put their eyes on the lay of the land and see for themselves what the map were telling them. After the walkthrough, Mr. Dundas and Mr. Gibson sat down and drew a course that everyone thought could be done.

During the process of building the trail, the Board of Education appointed me as the lead contact for the project. The Tri-State Company signed to a set of agreed terms for the work and never disappointed us in anyway. The Tri-State Company started the project earlier than we thought they could, they found ways to save money along the way, and they always worked without any safety concerns. Safety was one of the Board's key concerns because the equipment used for trail building could easily be an issue with several hundred high school students around.

The quality of the work that was completed exceeded all of the board's and school's expectations. Several pictures of our course is located on their website. The project was also completed long before the projected deadline, and the cost for the project came in under budget by almost 10 %. The money that was let from the budget was given to the school so the track coach could purchase a tractor that is being used to maintain the course.

SUPERINTENDENT OF SCHOOLS • Ryan S. Saxe
ASSISTANT SUPERINTENDENTS • Tim Hardesty • Kelly Watts • Kim Cooper
BOARD MEMBERS:
Mary Neely, President • Skip Parsons • Gordon Ramey • Rhonda Smalley • Dr. Carole Garrison



At Cabell County Schools, we believe there is no company better at carving trails out of the wilderness than the Tri-State Company. Charlie and John are a wonderful, honest, hard-working team that will never give one minutes concern. We highly recommend them for your project and look forward to hiring them again for our next project.

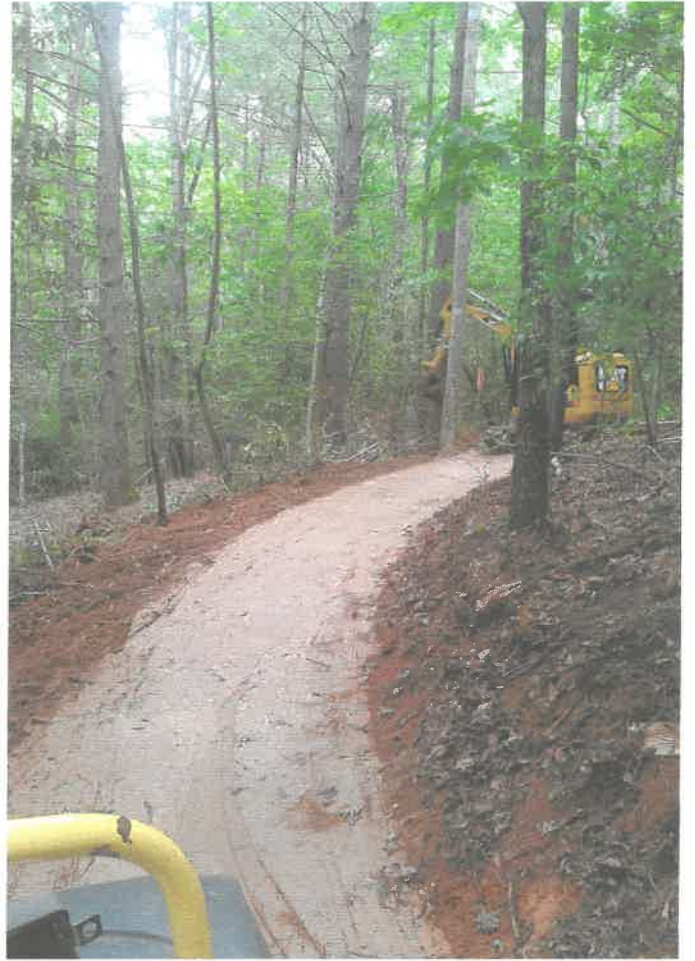
If you have any questions, please contact me at any time.

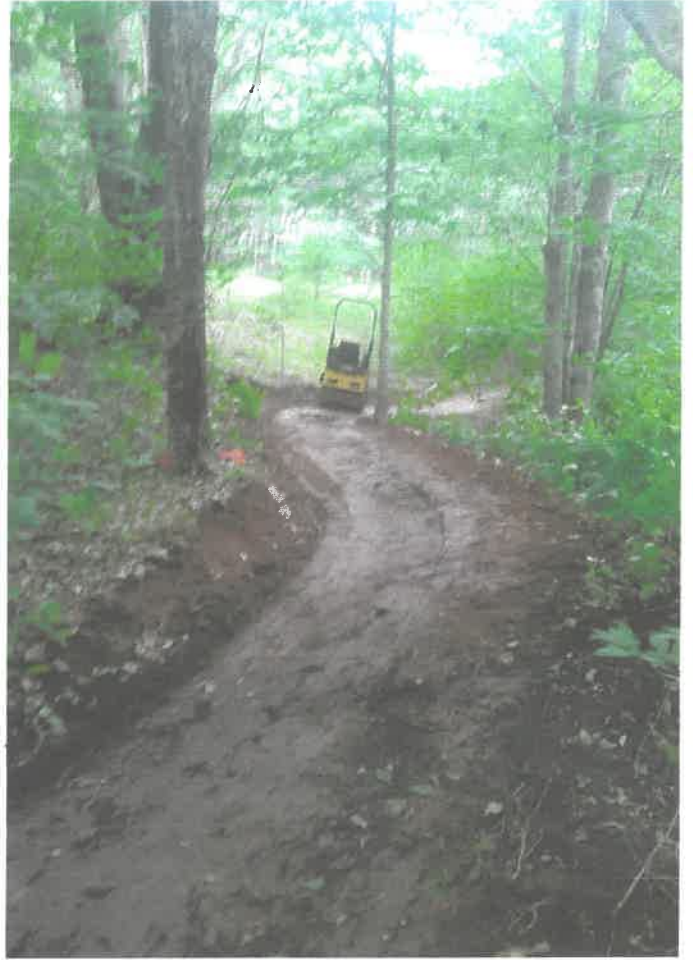
Sincerely yours,

David M. Tackett

SUPERINTENDENT OF SCHOOLS • Ryan S. Saxe
ASSISTANT SUPERINTENDENTS • Tim Hardesty • Kelly Watts • Kim Cooper
BOARD MEMBERS:
Mary Neely, President • Skip Parsons • Gordon Ramey • Rhonda Smalley • Dr. Carole Garrison







Agency _____
REQ. P. O# _____

BID BOND

LSM1034806

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Tri State Company, Inc.
of Ona, WV, as Principal, and Tri State Company, Inc.
of Peoria, Illinois, a corporation organized and existing under the laws of the State of Illinois
with its principal office in the City of Peoria, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of Total Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Trail Construction for Bicycle Use; CRFQ 0310 DNR1900000009

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 14th day of June, 2019.

Principal Seal

Tri State Company, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
VICIPRESIDENT
(Title)

Surety Seal

RLI Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact Alene D Lyons

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.

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1034806

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Alene D Lyons in the City of Ona, State of West Virginia, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bond and undertakings in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Tri State Company, Inc.
Obligee: West Virginia Purchasing Division
Bond Amount: 5% of Total Amount Bid

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

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

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 14th day of June, 2019.



RLI Insurance Company

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of June, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 14th day of June, 2019.

RLI Insurance Company
By: Jean M. Stephenson Corporate Secretary

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