



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

Request for Quotation

RFQ NUMBER
DNR209025

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
FRANK WHITTAKER
304-558-2316

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

Ken Strahler Masonry, Inc

SHIP TO

DIVISION OF NATURAL RESOURCES
 BLENNERHASSETT STATE PARK
 137 JULIANA STREET
 POST OFFICE BOX 283
 PARKERSBURG, WV
 26101 304-428-3000

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/19/2008				
BID OPENING DATE: 10/30/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
<p>GENERAL CONSTRUCTION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE REPLACEMENT AND INSTALLATION OF THE FRONT AND REAR STEPS AND FRONT PORCH PAD AT THE MANSION AT BLENNERHASSETT ISLAND STATE PARK, WOOD COUNTY, WEST VIRGINIA PER THE ATTACHED</p> <p>A MANDATORY PRE-BID CONFERENCE WILL BE HELD ON OCTOBER 8, 2008 AT THE PARK OFFICE, 137 JULIANA STREET, PARKERSBURG, WV.</p> <p>NO BIDS WILL CONSIDERED FROM OTHER THAN THOSE REPRESENTATED AT THE MANDATORY PRE-BID CONFERENCE. NO INDIVIDUAL MAY REPRESENT MORE THAN ONE FIRM AT THE CONFERENCE.</p> <p>ALL TECHNICAL QUESTIONS AND REQUESTS FOR APPROVAL OF SUBSTITUTIONS MUST BE SUBMITTED IN WRITING BY OCTOBER 9, 2008</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE</p>						

RECEIVED
 2008 OCT 29 A 10:15
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. WRITTEN NOTICE TO PROCEED WILL BE ISSUED BY THE AGENCY.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR WOOD COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000, OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p>						
REV. 3/88						

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EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS. :						
NO. 1		X				
NO. 2						
NO. 3						
NO. 4						
NO. 5						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY 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.						
<i>Kenneth E Strahler Pres.</i>					SIGNATURE	
<i>Ken Strahler Masonry Inc.</i>					COMPANY	

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***** THIS IS THE END OF RFQ DNR209025 ***** TOTAL: _____						

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TITLE _____ FEIN _____ ADDRESS CHANGES TO BE NOTED ABOVE

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INVITATION TO BID

PROJECT:

The West Virginia Division of Natural Resources, Parks and Recreation, requests bids for the replacement of the front and rear steps and front porch part of the Mansion at Blennerhassett Island Historical State Park.

The bidding documents consist of the Request for Quotations, Plans and Specifications. Plans and specifications may be obtained by contacting:

Brian D. Carney, PE
WV Division of Natural Resources
Parks and Recreation Section
Capitol Complex, Building 3, Room 723
Charleston, WV 25305
Telephone 304-558-2764
Fax 304-558-0077

There is no fee for plans and specifications.

Request for Quotations may be obtained by contacting:

Frank Whittaker
Finance and Administration
Purchasing Division
2019 Washington St., East
P.O. Box 50130
Charleston, West Virginia 26305
Telephone: 304-558-2316 Ext 218
Fax: 304-558-4115
Email: frank.m.whittaker@wv.gov

A mandatory pre-bid conference will be held at the Park Headquarters at Blennerhassett Island Historical State Park, 137 Juliana Street, Parkersburg, WV 26101, on _____ at 11:00 a.m., to discuss the project. No bids will be considered from other than those present at the pre-bid conference.

Sealed Bids will be received until date noted on Request for Quotations.

The Bidder understands that to the extent allowed by the West Virginia Code, The OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any

condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within **120** consecutive calendar days following receipt of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of **\$ 100.00** per day.

Any work performed or any materials contracted for prior to the receipt of the OWNER'S written notice to proceed, shall be at the Bidder's risk.

INFORMATION FOR BIDDERS

1. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

2. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, West Virginia, 25305 and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than ten (10) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3. Substitutions

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received at least twenty one (21) days prior to the date fixed for the opening of bids.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufactures, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation shall include the following as well as other information:

- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product will not be considered a complete submission.
- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufactures original product data information, no faxes or copies will be accepted.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Bidder's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Burden of proof of merit of requested substitution is upon the submitter. Any request not including all of the required information will be considered incomplete. Incomplete requests shall be rejected. The Engineer has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All addenda so issued shall become part of the Contract Documents.

4. **Contractor's Personnel Requirements**

The official title of person signing the bid should be shown.

If a firm is a partnership, the full partnership name should be shown, and the bid should be signed by a partner. If a firm is a single proprietorship, the full name should be shown and the bid should be signed by the sole OWNER. If the bid of a partnership or single proprietorship is signed by a person other than the partners and OWNERS, there should be attached a written, duly acknowledged power of attorney clearly giving and showing that the signer has power sufficient to bind the partners and OWNERS of the firm to the bid.

If the firm is a corporation, and the person signing the bid is neither the president nor vice president of the corporation, there should be attached a written, duly acknowledged power of attorney or corporate resolution giving and showing that the signer has sufficient power to bind the corporation to the bid.

Sufficient evidence that the person signing the bid has the power to bind the offering company should be received by the Purchasing Division prior to the issuance of a contract.

BLENNERHASSETT MANSION REPAIRS
BLENNERHASSETT ISLAND HISTORICAL STATE PARK
Wood County (Parkersburg), West Virginia

BID OR PROPOSAL
Page 1

Name of Bidder:

Ken Strahler Masonry Inc

Address of Bidder:

116 Alta Street
Marietta, Ohio 45750

Phone Number of Bidder:

740-373-4529

WV Contractors License No.

WV 011696

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 bidders, 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: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$ 39,742.00

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

Thirty Nine Thousand Seven Hundred
Forty Two $\frac{00}{100}$ Zero
ONE Hundred
Dollars

**BLENNERHASSETT MANSION REPAIRS
BLENNERHASSETT ISLAND HISTORICAL STATE PARK
Wood County (Parkersburg), West Virginia**

**BID OR PROPOSAL
Page 2**

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 120 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 per day.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-1997 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of _____ (\$ _____) 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

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this _____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____
(Must be President or Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: Ken Strahler Masonry Inc

Authorized Signature: Kenneth E Strahler Pres. Date: 10/28/08



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

Request for Quotation

RFQ NUMBER
 DNR209025

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 304-558-2316

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES
 BLENNERHASSETT STATE PARK
 137 JULIANA STREET
 POST OFFICE BOX 283
 PARKERSBURG, WV
 26101 304-428-3000

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/10/2008				

BID OPENING DATE: 10/30/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1*****						
THIS ADDENDUM IS ISSUED TO ADD THE ATTACHED CLARIFICATIONS AND CORRECTIONS TO THE SPECIFICATIONS.						
BID OPENING DATE REMAINS 10/30/08 AT 1:30 PM						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR209025 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

October 6, 2008

TO: ALL BIDDERS

**REF: Blennerhassett Island Historical State Park
Mansion Repairs**

SUBJECT: ADDENDUM No. 1

This Addendum Bulletin shall be incorporated in the Construction Contract Documents including the Drawings and Specifications for the Project referenced above. All work amended as listed herein shall be included in your Bid Proposal and the bidder shall acknowledge this addendum on the Addendum Acknowledge Form to be submitted with your Bid.

The Construction Contract Documents shall be amended as follows:

SPECIFICATIONS

Add the following statement to the Invitation to Bid section:

The Notice to Proceed will not be given before February 2009 because weather will not permit access to the island.

Delete the following from the Project Drawings section:

“TAMPED FILL”

Add the following to the project drawing where the previous was removed:

“Cement Block”

Project: Blennerhassett Mansion Repairs

MEMO

Sign In Sheet

Name Phone Company/Address Fax #

Brian Carney WV DNR

Math Baker WV DNR

Lodd Davis 304-422-4050 ~~Dorset Supply~~ 304-422-4050

CHARLIE PAUGH " " "

Mark Husk S.L. Boskey Coast. Inc. 304-472-0414

Ken Strahler Ken Strahler Masonry Inc. 740-373-4529

JEFF ALLRED RCA Corp. 304-925-9510

NEED Drawings & Specs

1738 mt ALPHEA RD CHAN-STER WV 25304

DAN HARRISON 740-373-7000 HARRISON CONSTRUCTION INC. 1408 COLLEGE DRIVE
MARIETTA, OHIO.
740-373-7556

BID BOND

Bond # 70609662

KNOW ALL MEN BY THESE PRESENTS, That we the undersigned, Ken Strahler Masonry Inc.
of Marietta, Ohio, as Principal, and Western Surety Company
of Sioux Falls, South Dakota, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of Two Thousand Five Hundred \$ 2500.00 for the payment of which well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Blennerhassett Island Historical State Park - Mansion Repairs DNR 209025

NOW THEREFORE,

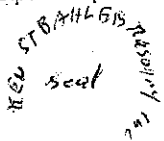
- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

30 day of October, 2008

Principal Corporate Seal



Ken Strahler Masonry Inc.

(Name of Principal)

By Kenneth E Strahler

(Must be President or Vice President)

President

(Title)

Surety Corporate Seal

Western Surety Company

(Name of Surety)

Robert H Donnelly

Robert H Donnelly
Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 70609662

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Robert H. Donnelly

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred to execute, acknowledge and deliver for and on its behalf as Surety bonds for:

Principal: Ken Strahler Masonry, Inc.

Obligee: State of West Virginia

Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect

Section 7. 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.

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of January 30, 2009, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Senior Vice President Paul T Bruflat and its corporate seal to be affixed this 30th day of October, 2008.



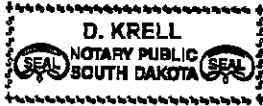
WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T Bruflat, Senior Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 30th day of October, in the year 2008 before me, a notary public personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation



My Commission Expires November 30, 2012

D. Krell

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws 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 seal of Western Surety Company this 30th day of October, 2008

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T Bruflat, Senior Vice President

STATE OF West Virginia } **ACKNOWLEDGMENT OF SURETY**
 COUNTY OF Washington } **(Attorney-in-Fact)** Bond No. 70609662

On this 30th day of October, 2008, before me, a notary public in and for said County, personally appeared Robert H. Donnelly to me personally known and being by me duly sworn, did say, that he is the Attorney-in-Fact of WESTERN SURETY COMPANY, a corporation of Sioux Falls, South Dakota, created, organized and existing under and by virtue of the laws of the State of South Dakota, that the said instrument was executed on behalf of the said corporation by authority of its Board of Directors and that the said Robert H. Donnelly

acknowledges said instrument to be the free act and deed of said corporation and that he has authority to sign said instrument without affixing the corporate seal of said corporation

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Marietta, West Virginia, the day and year last above written

My commission expires October 11 2012 *Shirley A. Mason* Notary Public

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Condition and Affairs
December 31, 2007

ASSETS

Bonds	\$921,938,370
Stocks	20,250,435
Cash and short-term investments	41,487,866
Uncollected premiums and agents' balances	37,141,595
Amounts recoverable from reinsurers	638,013
Funds held by or deposited with reinsured companies	31,119,059
Federal income tax recoverable	1,153,773
Net deferred tax asset	16,092,420
Electronic data processing equipment and software	910,607
Investment income due and accrued	11,862,323
Other assets	1,179,869
Total Assets	<u><u>\$1,083,774,330</u></u>

LIABILITIES AND SURPLUS

Losses	\$244,324,775
Reinsurance payable on paid loss and loss adjustment expenses	0
Loss adjustment expense	63,019,064
Contingent and other commissions payable	5,024,665
Other expense	19,014,635
Taxes, licenses and fees	3,097,450
Unearned premiums	251,677,091
Retroactive reinsurance reserve assumed	10,283,292
Other liabilities	45,108,485
Total Liabilities	<u>641,549,457</u>
Surplus Account:	
Capital paid up	\$4,000,000
Gross paid in and contributed surplus	176,435,232
Unassigned funds	261,789,641
Surplus as regards policyholders	\$442,224,873
Total Liabilities and Capital	<u><u>\$1,083,774,330</u></u>

I, Philip E. Lundy, Vice President and Treasurer of Western Surety Company hereby certify that the above is an exact copy of the financial statement of the Company dated December 31, 2007, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.



Western Surety Company

By Philip E. Lundy
Vice President, Treasurer

Subscribed and sworn to me this 28th day of February, 2008.

My commission expires:

KATHRYN J. SCHROEDER
My Commission Expires 7-21-2009

Kathryn J. Schroeder
Notary Public

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV011696

Classification:

ELECTRICAL
GENERAL BUILDING
GENERAL ENGINEERING
HEATING, VENTILATING & COOLING
MULTIFAMILY
PLUMBING
RESIDENTIAL

KEN STRAHLER MASONRY INC
116 ALTA ST
MARIETTA, OH 45750-2603

Date Issued

Expiration Date


OCTOBER 17, 2008

OCTOBER 17, 2009



WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

Certificate of Coverage

Page 1 of 1

STATE OF OHIO
BUREAU OF WORKERS' COMPENSATION
COLUMBUS, OHIO 43215-2256
CERTIFICATE OF PREMIUM PAYMENT

This certifies that the employer listed below has paid into the State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

THIS CERTIFICATE MUST BE CONSPICUOUSLY POSTED.

POLICY NO. AND EMPLOYER

PERIOD SPECIFIED BELOW

919408

7/1/2008 THRU 2/28/2009

KEN STRAHLER MASONRY, INC.
116 ALTA STREET
MARIETTA, OH 45750

ohiobwc.com


Administrator

THIS CERTIFICATE MAY BE REPRODUCED AS NEEDED

OHIO BUREAU OF WORKERS' COMPENSATION

REQUIRED POSTING

Effective October 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means that an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

THIS LANGUAGE MUST BE POSTED WITH THE CERTIFICATE OF COVERAGE

8/29/2008

INVITATION TO BID

PROJECT:

The West Virginia Division of Natural Resources, Parks and Recreation, requests bids for the replacement of the front and rear steps and front porch part of the Mansion at Blennerhassett Island Historical State Park.

The bidding documents consist of the Request for Quotations, Plans and Specifications. Plans and specifications may be obtained by contacting:

Brian D. Carney, PE
WV Division of Natural Resources
Parks and Recreation Section
Capitol Complex, Building 3, Room 723
Charleston, WV 25305
Telephone 304-558-2764
Fax 304-558-0077

There is no fee for plans and specifications

Request for Quotations may be obtained by contacting:

Frank Whittaker
Finance and Administration
Purchasing Division
2019 Washington St , East
P.O. Box 50130
Charleston, West Virginia 26305
Telephone: 304-558-2316 Ext 218
Fax: 304-558-4115
Email: frank.m.whittaker@wv.gov

A mandatory pre-bid conference will be held at the Park Headquarters at Blennerhassett Island Historical State Park, 137 Juliana Street, Parkersburg, WV 26101, on _____ at 11:00 a.m., to discuss the project. No bids will be considered from other than those present at the pre-bid conference

Sealed Bids will be received until date noted on Request for Quotations

The Bidder understands that to the extent allowed by the West Virginia Code, The OWNER reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any

condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within **120** consecutive calendar days following receipt of the OWNER'S written notice to proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the OWNER liquidated damages in the amount of **\$ 100.00** per day.

Any work performed or any materials contracted for prior to the receipt of the OWNER'S written notice to proceed, shall be at the Bidder's risk

INFORMATION FOR BIDDERS

1. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

2. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretations should be in writing addressed to the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, West Virginia, 25305 and to be given consideration must be received at least fourteen (14) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished for such purposes), not later than ten (10) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

3. Substitutions

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received at least twenty one (21) days prior to the date fixed for the opening of bids.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufactures, suppliers, distributors or subcontractors. Substitutions of materials, products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation shall include the following as well as other information:

- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product will not be considered a complete submission.
- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufactures original product data information, no faxes or copies will be accepted.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Bidder's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Burden of proof of merit of requested substitution is upon the submitter. Any request not including all of the required information will be considered incomplete. Incomplete requests shall be rejected. The Engineer has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All addenda so issued shall become part of the Contract Documents.

4. **Contractor's Personnel Requirements**

The official title of person signing the bid should be shown.

If a firm is a partnership, the full partnership name should be shown, and the bid should be signed by a partner. If a firm is a single proprietorship, the full name should be shown and the bid should be signed by the sole OWNER. If the bid of a partnership or single proprietorship is signed by a person other than the partners and OWNERS, there should be attached a written, duly acknowledged power of attorney clearly giving and showing that the signer has power sufficient to bind the partners and OWNERS of the firm to the bid.

If the firm is a corporation, and the person signing the bid is neither the president nor vice president of the corporation, there should be attached a written, duly acknowledged power of attorney or corporate resolution giving and showing that the signer has sufficient power to bind the corporation to the bid.

Sufficient evidence that the person signing the bid has the power to bind the offering company should be received by the Purchasing Division prior to the issuance of a contract.

BLENNERHASSETT MANSION REPAIRS
BLENNERHASSETT ISLAND HISTORICAL STATE PARK
Wood County (Parkersburg), West Virginia

BID OR PROPOSAL
Page 1

Name of Bidder:

Ken Strahler Masonry Inc

Address of Bidder:

116 ALTA Street
Marietta, Ohio 45750

Phone Number of Bidder:

740-373-4529

WV Contractors License No

WV 011696

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 bidders, 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: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 39,742.00

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

Thirty Nine Thousand Seven Hundred
Forty Two & ⁰⁰/₁₀₀ Dollars,
Zero / ONE hundred

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 120 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 per day

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

PROGRESS PAYMENTS - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-1997 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

ABRIDGED SCOPE OF WORK

- Furnish all materials, labor, and equipment necessary to complete all work as shown in the contract documents
- Intent is that the completed work consists of a fully completed project.
- Furnish any incidental work, materials, product, labor, and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

ACCESSORIES AND INCIDENTAL WORK

- Provide necessary accessories, fittings, parts, hardware, mounting hardware, fasteners, materials, products, equipment and other work incidental to the installation to complete the work so as to function as intended
- Accessories, fittings, parts, hardware, mounting hardware, fasteners, materials, products, equipment, incidentals to be from same manufacturer as primary material, product, equipment for which they are incidental to, or be approved in writing by primary material, product, equipment for use
- Accessories, fittings, parts, hardware, mounting hardware, fasteners, materials, products, equipment, incidentals to be of commensurate quality as primary material, product, equipment for which they are incidental to

AS BUILT DRAWINGS AND RECORD DOCUMENTS

- Mark up set of blue line prints documenting changes or variations from contract documents.
- Keep changes updated on as built drawings as they occur.
- Contractor to be responsible for measurements necessary document changes and/or variations.
- Contractor to be responsible for accuracy of record documents.

AUTHORITY OF THE ENGINEER

- "Engineer" defined as either engineer or architect
- "Architect" defined as either engineer or architect
- Engineer to decide all questions which may arise as to the quality, quantity, and acceptability of the work to determine conformance with the contract documents
- Engineer to decide all questions as to the interpretation of the contract documents
- Engineer to make periodic inspections of the work
- Work to be accessible for inspections
- Engineer to advise the Contractor of any work not found to be in accordance with the contract documents

CLEANUP

- Keep the construction site and surrounding area free from accumulation of waste materials and rubbish caused by completing the work
- Dispose of such materials and rubbish off of the Owner's property at the Contractor's expense, except as noted herein
- Final cleanup and dress up to be complete prior to final acceptance

CLOSEOUT

- Closeout documents to be submitted in bound format prior to final application for payment
- Final cleanup, touch up, and dress up to be complete prior to final acceptance
- Submit one copy of daily record of activities
- Submit as built drawings and record documents
- Submit Operations and Maintenance Manual
- Submit Affidavit of Payment of Debts and Claims

COMPLIANCE WITH LAWS, CODES, REGULATIONS, AND ORDINANCES

- Comply with all Federal, State, and Municipal laws, codes, regulations, and ordinances that are pursuant to the work
- Keep fully informed regarding such Federal, State, and Municipal laws, codes, regulations, and ordinances
- Comply with provisions contained in International Building Code and Codes referenced therein that are pursuant to the installation, construction methods, and execution of the work

CONFORMITY WITH CONTRACT DOCUMENTS

- Work not to be performed that deviates from or is contrary to the contract documents
- Work deviating from or is not in accordance with the contract documents to be rejected, removed, and replaced at no additional expense

CONSTRUCTION STAKEOUT

- Engage engineer, surveyor, or technician skilled and experienced in construction stakeout
- Stakeout work to prescribe lines, grades, and dimensions using horizontal and vertical control shown on the drawings
- Preserve, maintain, or reference control points shown on the drawings for duration of work

COORDINATION

- Coordinate work performed by separate and different trades so as to resolve conflicts of space and accomplish the proper sequence of installation

DAILY RECORD OF ACTIVITIES

- Provide written documentation of progress of the work
- Written documentation to be completed daily by project supervisor on site
- Documentation to be maintain in bound format
- Documentation to include weather, ground conditions, and record of work performed daily

FASTENING

- Fastener number, type, size, and spacing to be according to International Building Code
- Fasten or adhere according to manufacturers installation instructions

- Fasten or adhere so as to resist the forces applied due to use, live load, and dead load: and to resist diminished holding capacity due to use and exposure to moisture and weather
- Securely fasten, adhere, and tighten work unless otherwise indicated
- Use fasteners manufactured for use with the type of material being fastened and the substrata being fastened to
- Do not over torque or over drive fasteners so that fastening or pull out resistance is diminished
- Do not countersink heads unless indicated or countersinking is customary practice for work being installed
- Fasten or adhere only to properly prepared and secured substrata
- Adhesive to be as recommended by manufacturer of material or product being adhered and to be compatible with substrata and material or product being adhered
- Fastening and adhering shall be executed so as to not damage or mar finished or exposed surfaces

FINAL INSPECTION

- Engineer to make final inspection of the work
- Work found to be in accordance with the contract documents to be accepted as complete
- Work found not in accordance with the contract documents to be removed and replaced prior to receiving final acceptance

FINISH WORK

- Apply one primer coat and two finish coats according to manufacturers recommendations unless otherwise specified herein
- Omit primer coat only when manufacturers recommendations explicitly permit such omission
- Observe application temperature limitations as recommended by manufacturer
- Touch up all surface imperfections with finish coating specified
- Apply primer, paint, stain, top coat in thickness recommended by manufacturer without drips or runs

INSTALLATION AND CONSTRUCTION METHODS

- Installation to be according to applicable provisions of International Building Code and Codes referenced therein.
- Installation to be according to manufacturers installation instructions and recommendations
- Install and execute work to be according to the locations, lines, grades, dimensions, spacing shown on the drawings
- Work to be installed straight, true, square, plumb, level.
- Work to be installed so as to develop the structural capacity required by the International Building Code
- installation standard to be considered as commercial high quality
- Installation standard to be of quality commensurate with workmanship expected of skilled craftsmen
- Observe application and installation temperature, humidity limitations as

- recommended by manufacturer
- Completed installation to function as intended
- Installation tolerance to be acceptable to Engineer
- Field adjustments not permitted without approval of the Engineer.
- Equipment used for installation to be of adequate size and repair to accomplish the work.
- Work not installed or executed according to installation and construction method to be rejected, removed, and replaced at no additional cost

MAINTENANCE DURING CONSTRUCTION

- Maintain the work until final acceptance
- Protect the work from damage or deterioration due to the elements of weather until final acceptance

MATERIALS, PRODUCTS, AND EQUIPMENT

- Materials, products, and equipment to be new
- Damaged, defective, unsuitable materials not to be incorporated in the work
- Work found to include damaged, defective, unsuitable materials shall be rejected, removed, and replaced.
- Material, products, and equipment to be installed in strict accordance with manufacturer's installation instructions
- "or equal" to be implied if not inserted in contract documents
- Brand name specified to establish a standard of type, function, efficiency, and quality
- Brand name manufacturers published specifications to be a part of the contract documents as if included in their entirety
- To be considered equal to brand name specified the substitution must be equal in all dimensional, physical, aesthetic, structural, mechanical, and electrical aspects

MEASUREMENTS AND DIMENSIONS

- Contractor to be responsible for verifying all measurements and dimensions of existing and proposed work
- Provide all necessary construction stakeout using skill and experienced labor so as to construct according to the lines, grades, dimensions shown on the drawings
- Preserve and maintain all stakeout monuments and control points

MEETINGS

- Attend pre-work meeting prior to commencing work on site
- Attend progress meetings on a biweekly or monthly basis

OPERATION AND MAINTENANCE MANUALS

- Operation and Maintenance Manuals to include approved submittal, quality control test results, as built drawing, product data, manufacturers maintenance instructions, parts list, parts diagrams, wiring diagram, color, warranty, suppliers name and address, installers name and address, serial numbers for all materials, products, and equipment incorporated into the work

GENERAL SPECIFICATIONS

Page 5 of 7

- Operation and Maintenance Manual to be submitted in bound notebook format with index tabs

QUALITY ASSURANCE TESTING

- Quality assurance testing to be conducted by independent testing laboratories
- Quality assurance testing to be conducted by technicians skilled and experienced in the type of test being performed and said skills confirmed by certification from the appropriated entities
- Quality assurance testing to be conducted on work and at frequency of tests as specified herein.
- Procedure for failed quality assurance testing to be to perform additional test to confirm failure and in the event that failed test is confirmed, work is to be removed and replaced
- Additional testing may be directed at the discretion of the Engineer when evidence suggests that work is not according to the specifications
- Documentation, samples, certification of materials, product, and equipment may be directed to be furnished by the Contractor at the discretion of the Engineer when evidence suggests that work is not according to the specifications

QUALITY ASSURANCE TESTING RECORDS

- Written record of all required quality assurance testing to be maintained
- Record to include date, type of test, person conducting test and testing results for each

PROTECTION OF OWNER'S PROPERTY

- Owner's property to be protected from damage due to the progress of the work
- Repair any damages caused to the Owner's property due to the progress of the work at no expense to the Owner
- Repair any damages to trees, shrubs, or vegetation due to the progress of the work at no expense to the Owner, or remove and replace if damaged beyond repair, or remove without replacement at the discretion of the Owner

REFERENCED CODES

- Referenced Codes to be a part of the contract documents as if included in their entirety
- Referenced Codes to include International Building Code, International Plumbing Code, International Mechanical Code, National Electric Code and all other codes as referenced in aforesaid Codes

SAFETY

- Observe and comply with all safety codes, laws, and regulations
- Erect such barriers, signs, barricades, or other devices as necessary to protect the Contractor's employees, Owner's employees, and general public

SECURITY

- Owner not responsible for providing security or watchman service

STORAGE, TRANSPORTATION, AND HANDLING MATERIALS AND EQUIPMENT

- Store materials and equipment in vicinity of work site at location subject to Owner's approval
- Provide protection from weather to prevent damage or deterioration
- Store, transport, and handle in such a manner so as to prevent damage or deterioration
- Implement security provisions as necessary to prevent theft or vandalism
- Store, transport, and handle according to manufacturers instructions and recommendations
- Stored materials and equipment sustaining damage resulting from improper storage, transportation, or handling not to be incorporated into the work
- Exercise care to prevent damage
- Allow stored materials, products, and equipment to acclimate to interior temperature and humidity conditions prior to installation
- Transportation from shore to the Island will be provided by the Park

SUBMISSIONS

- Furnish submissions necessary for the prosecution of the work as required by the contract documents
- Engineer to review the submissions only for general conformance with the scope of work, design concept of the work, and general compliance with information given in the contract documents
- Engineer's approval of submissions does not release Contractor from responsibility to comply with contract documents
- Submissions not to deviate from contract documents
- Submissions to bear the Contractor's certification to be in conformance with the contract documents
- Portions of work requiring submissions shall not commence until approved by the Engineer.
- Submissions not to be submitted directly to the Engineer by a subcontractor

SUBSTRATA

- Work not to be installed on unsuitable, unsatisfactory, unprepared, improperly prepared substrata
- Work installed on unsuitable, unsatisfactory, unprepared, improperly prepared substrata to be rejected, removed, deficiencies to substrata corrected, and work replaced at no additional cost
- Unsuitable, unsatisfactory, unprepared substrata means substrata not properly installed; substrata not installed straight, true, square, plumb, level; substrata installed or fastened so as to not be capable of supporting the loads required by Code; substrata not properly cleaned and prepared; substrata that contains an excessive moisture content, wet, or frozen; substrata that includes unsuitable materials; substrata that includes damaged or defective materials

TRAFFIC CONTROL

- Provide materials, labor, and equipment necessary to safely maintain vehicular and pedestrian traffic in vicinity of work site with minimal disruption

UNDERGROUND UTILITIES

- Verify locations of all underground utilities prior to construction

UNSUITABLE MATERIALS

- Unsuitable materials not to be incorporated into the work
- Unsuitable materials means materials damaged, chipped, deteriorated, or otherwise diminished from new condition
- Remove unsuitable material and replace with suitable material as directed by Engineer
- Unsuitable soil materials means soils from soil classification groups GC, SC, CL, ML, OL, CH, MH, OH, PT, or combination of these groups; soil not maintained with 2% of optimum moisture content; saturated soil; soil containing trash, debris, roots, organic material, roots, free water, ice; soil that pumps; soil containing particles larger than maximum particle size specified
- Unsuitable subgrade or bearing material means subgrade or bearing material containing soils from soil classification groups GC, SC, CL, ML, OL, CH, MH, OH, PT, or combination of these groups; soil not maintained with 2% of optimum moisture content; saturated soil; soil containing trash, debris, roots, organic material, roots, free water, ice; soil that pumps; soil containing particles larger than maximum particle size specified
- Unsuitable materials, products, equipment means materials, products, equipment containing damage or defects; materials, products, equipment not complying with contract documents

WORKMANSHIP

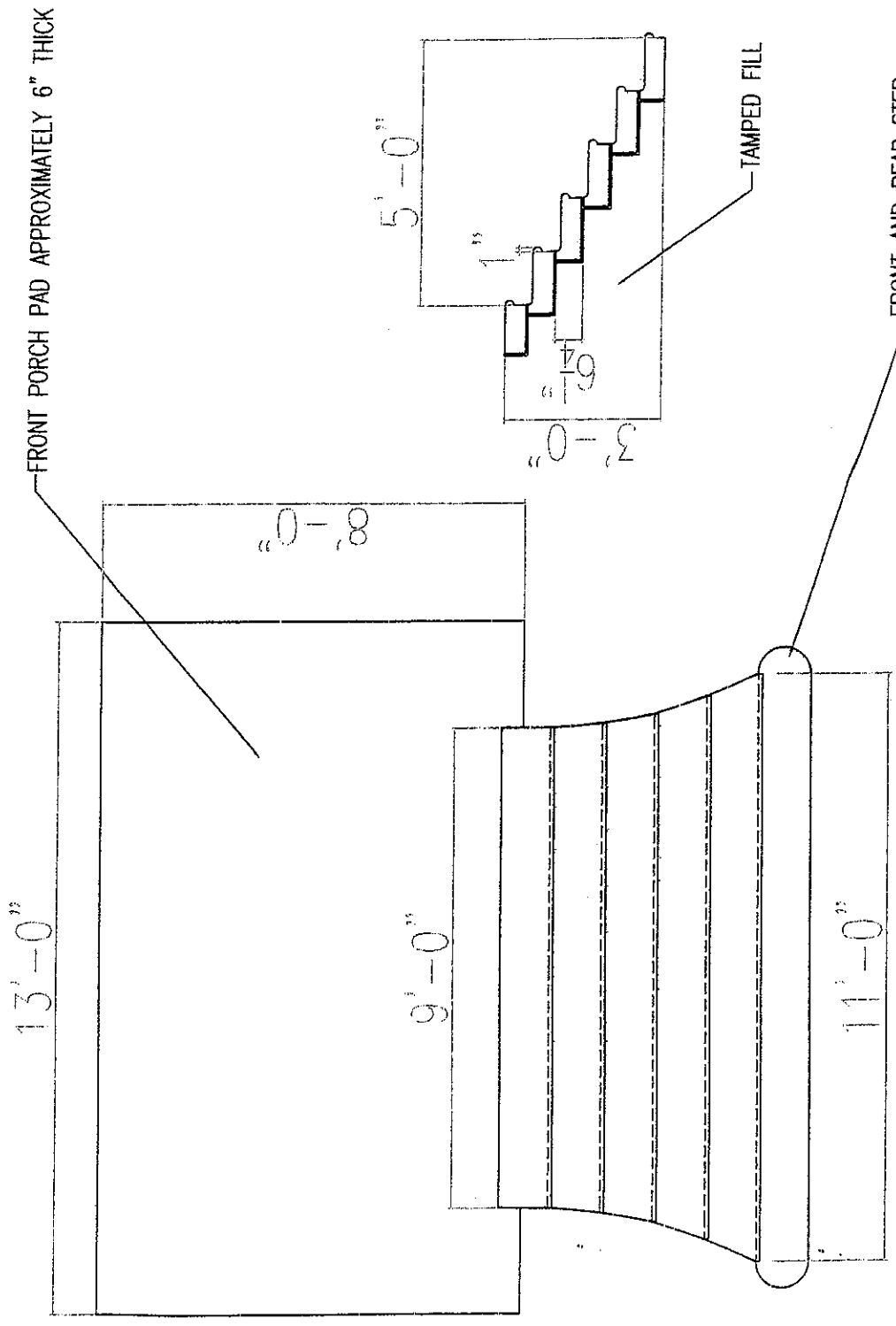
- Complete all work in a neat and workmanlike manner
- Use only labor skilled and experienced in the type of work being performed
- Provide skilled and experienced onsite supervision to oversee the work and provide quality assurance
- Provide oversight, inspection, review of work of all subcontractors to assure intended workmanship and compliance with contract documents
- Electric work to be installed by licensed electrician

**WEST VIRGINIA
DIVISION OF NATURAL RESOURCES
PARKS AND RECREATION SECTION**

**BLANNERHASSETT ISLAND HISTORICAL
STATE PARK
MANSION REPAIRS**

2008

PROJECT DRAWINGS



- Blennerhassett State Park
 Mansion Front and Rear Step Replacement
 To Scale
 August 2008 -BDC

**WEST VIRGINIA
DIVISION OF NATURAL RESOURCES
PARKS AND RECREATION SECTION**

**BLANNERHASSETT ISLAND HISTORICAL
STATE PARK
MANSION REPAIRS**

2008

SPECIFICATIONS

**Project: West Virginia Division of Natural Resources
Blennerhassett Island State Park
Blennerhassett Mansion Repairs
Wood County, West Virginia**

1.1 Scope of Work

This work will consist of the replacement of the front and rear steps and the front porch pad of the mansion

1.2 Description of the Work

Work under this contract shall consist of furnishing all labor, materials and equipment to supply and install both the front and rear porch steps to the mansion and also the front porch pad. Transportation of equipment from the shore to the island will be provided by the park.

- A. Contractor shall build staging and temporarily support the front porch roof system.
- B. Contractor shall support or remove the two porch columns.
- C. Contractor shall remove and save the wrought iron railings from the front steps and porch pad areas and from the rear steps
- D. Contractor shall remove front concrete porch pad.
- E. Contractor shall remove front and rear stone steps.
- F. Contractor shall form, steel reinforce and pour new six inch thick front concrete porch pad with color dye additive to simulate new stone step color.
- G. Contractor shall reset and anchor columns
- H. Contractor shall remove temporary support system.
- I. Contractor shall supply and install new precut stone ensembles as per attached drawing.
- J. The new stones shall be set by Contractor into mortar bed on both front and rear step areas. The stone shall be limestone with a front bullnose and flared top edge cuts
- K. Contractor shall anchor and reset all front and rear iron railings which were previously removed. Clean and paint railings.
- L. Contractor is responsible for obtaining all permits. Owner will pay all permit fees.
- M. Contractor shall remove and dispose of all construction debris.
- N. All damages to the park grounds and/or buildings due to the execution of the work or the Contractor's negligence shall be repaired by the Contractor at their expense.

1.3 Verification of Measurements

- A. Contractor shall verify all measurements prior to ordering materials, products, or equipment or prior to incorporating the same into the work.

1.4 Submittals

- A. Contractor shall submit a maintenance and care manual for the Steps and Porch Pad.

