

Little Beaver State Park  
Campground Renovation Project

**DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL-2**

dumping station, construction of precast concrete manholes and other appurtenances; completion of the single phase electrical service to campground including pulling conductors through conduit installed by the Owner, completion of the underground conduit system, electric service to the Check-in Office and Bath House #1, installation of rack mounted breaker panels throughout campground Loop #1, and the installation of individual service pedestals at each camp site in Loop #1; construction of four new gravel-paved camp sites; and repair and final grading of the access roads traveled by Contractor in performance of the Work.

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

\$1,994,450.00

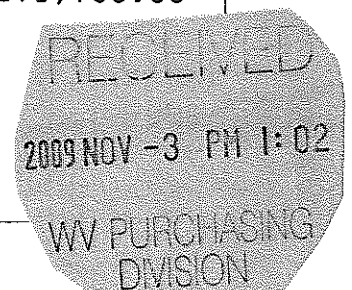
Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

One million, nine hundred ninety four thousand, four hundred fifty dollars and zero cents.

**Additive Alternates**

The following Additive Alternate Bid Items are not to be included in the Base Bid. If the Additive Alternate is selected by the Owner, the work described in the Additive Alternate shall be added to the Contract and the amount indicated for the Additive Alternate shall be added to the Base Bid. The cost for each alternate is the net addition to the Base Bid to add the alternate to the Work. No other adjustments shall be made to the Base Bid or Contract amount.

No.	Description	Amount in Words	Amount in Figures
1	Installation of single phase electrical service including conduit and conductors where shown on the Drawings, in Loop #2; installation of rack-mounted electrical distribution panels in	One hundred seventy one thousand, seven hundred dollars and zero cents.	\$171,700.00



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FORM OF PROPOSAL-1

Name of Bidder:

Lynch Construction Co., Inc.

Address of Bidder:

HC 70 Box 187  
White Sulphur Springs, WV. 24986

Phone Number of  
Bidder:

304-536-1890

WV Contractors License  
No.

WV001825

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**

The Base Bid consists of construction of the Campground Check-in Office including sitework, landscaping, storm drainage; connection to utilities; concrete sidewalks, and asphalt paved parking area; construction of Bath House #1 including sitework, landscaping, storm drainage; connection to utilities; concrete sidewalks, and asphalt paved parking area; re-grading of the area around the Check-in Office and sewage dumping station and construction of gravel roads surrounding the Check-in Office and dump station as shown on the Drawings; completion of the water system installed by Owner including connection to the off-site public water supply, completion of water lines in the Campground Loop #1 and Loop #2 areas, installation of a Master Meter Vault, installation of a fire hydrant, and installation yard hydrants furnished by Owner; completion of the sewage collection system constructed by Owner including the installation of a packaged submersible sewage pumping station and access road, completion of the sewage force main piping, installation of air release valves and cleanouts on the small diameter gravity sewer system, construction of the sewage

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FORM OF PROPOSAL-3

	Loop #2; installation of new conduit and conductors to each individual camp site in Loop #2; and construction of a walking path from Loop #2 to Bathhouse #1.		
2	Construction of Bathhouse #2 including sitework, landscaping, storm drainage; connection to utilities; concrete sidewalks, and asphalt paved parking area; install single phase electric service to Bathhouse #2; installation of rack-mounted breaker panels throughout campground Loop #3; and the installation of individual service pedestals at each camp site in Loop #3.	Six hundred sixty three thousand, two hundred five dollars and zero cents.	\$663,205.00
3	Preparation of final asphalt paving for the Main Access Road from Station 10+00 to Station 35+67.96; and the loop road around the Check-in Office and Sewage Dump Station including gravel shoulders per the details and notes shown on the Drawings.	One hundred sixty seven thousand four hundred dollars and zero cents.	\$167,400.00
4	Preparation and final asphalt paving for the access roads shown on the Drawings serving Bathhouse #1 and Campground Loop #1 as Centerline 3 from Station	One hundred twenty seven thousand and four hundred dollars and zero cents.	\$127,400.00

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FORM OF PROPOSAL-4

	70+00 to Station 72+28.17, Centerline 4 from Station 80+00 to Station 82+54.15, Centerline 5 from Station 90+00 to Station 101+67.05, Centerline 8 from Station 200+00 to 211+74.27, including gravel shoulders per the details and notes shown on the Drawings.		
5	Preparation and final asphalt paving for the access roads shown on the Drawings as serving Campground Loop #2 as Main Centerline from Station 35+67.96 to Station 45+15.00, Centerline 9 from Station 220+00 to Station 226+10.06, and Centerline 10 from Station 230+00 to Station 234+80.51 including gravel shoulders per the details and notes on the Drawings	One hundred eight thousand and six hundred dollars and zero cents.	\$108,600.00
6	Provide fine grading and paving of the twenty-nine (29) camp sites in Loop #1 (gravel paving and asphalt paving alternates)	6A- Eighteen thousand One hundred dollars and zero cents. 6B- One hundred fifteen thousand and five hundred dollars and zero cents.	6A-\$18,100.00 6B-\$115,500.00
7	Provide fine grading and paving of the sixteen (16) campsites in Loop #2 (gravel paving and asphalt paving alternates)	7A- Twelve thousand dollars and zero cents. 7B- Seventy five thousand three hundred dollars and zero cents.	7A- \$12,000.00 7B-\$75,300.00
8	Preparation and final asphalt paving for the	One hundred eighteen thousand five hundred	\$118,500.00

dollars and zero cents.

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FORM OF PROPOSAL-5

	access roads shown on the Drawings as serving Campground Loop #3 as Main Centerline from Station 45+15.00 to Station 53+56.51 and Centerline 7 from Station 150+00 to Station 167+35.40 including gravel shoulders per the details and notes on the Drawings.		
9	Provide fine grading and paving of the thirty-five (35) campsites in Loop #3 (gravel paving and asphalt paving alternates.)	9A-Twenty five thousand three hundred dollars and zero cents. 9B-One hundred fifty seven thousand two hundred dollars and zero cents.	\$25,300.00 \$157,200.00

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 365 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 \$250 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

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DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-6

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 A201-2007 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.

**ADDENDUM ACKNOWLEDGEMENT**

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my bid or proposal.

Addendum No.	Date
#1	10/22/09

I understand that failure to confirm the receipt of the Addendum is cause for rejection of my bid or proposal.

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DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-7

Respectfully submitted:

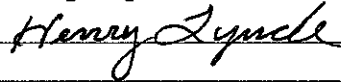
Date:

11/02/09

WV Vendor  
Registration Number:

By: (signature in ink)

Henry Lynch



Title:

President

Firm Name:

Lynch Construction Co., Inc.

Firm Address:

HC 70 Box 187  
White Sulphur Springs, WV. 24986

# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:**

WV001825

**Classification:**

GENERAL ENGINEERING  
EXCAVATION  
LANDCLEARING

LYNCH CONSTRUCTION CO INC  
DBA LYNCH CONSTRUCTION CO INC  
HC 70 BOX 187  
WHITE SULPHUR SPRINGS, WV 24986-970

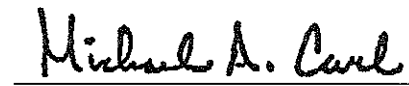
**Date Issued**

AUGUST 20, 2009

**Expiration Date**

AUGUST 20, 2010

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

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.



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Lynch Construction Company, Inc.  
of White Sulphur Springs, West Virginia, as Principal, and Ohio Farmers Insurance  
Compan of Westfield Center, Ohio, a corporation organized and existing under the laws of the State of Ohio  
Ohio with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% ) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Campground Site Work, New Building Construction Underground Utilities, Little Beaver State Park

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.

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

3rd day of November, 2009.

Principal Corporate Seal

Lynch Construction Company, Inc.  
(Name of Principal)

By Henry Lynch  
(Must be President or  
Vice President)

PRESIDENT  
(Title)

Surety Corporate Seal

Ohio Farmers Insurance Company  
(Name of Surety)

By: Andrew K. Teeter  
Andrew K. Teeter,  
Licensed WV Resident Agent Attorney-in-Fact

General  
Power  
of Attorney

POWER NO. 4750172 01

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

**ANDREW K. TEETER, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, PAMELA D. OBRIEN, DONNA J. PRICE, TRAVIS A. HILL, JR., PAMELA V. LANHAM, JOINTLY OR SEVERALLY**

of **CHARLESTON** and State of **WV** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

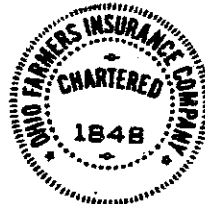
"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact.* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **Senior Executive** and their corporate seals to be hereto affixed this **19th** day of **JUNE** A.D., 2006 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:  
**Richard L. Kinnaird, Jr., Senior Executive**

State of Ohio  
County of Medina ss.:

On this **19th** day of **JUNE** A.D., 2006 , before me personally came **Richard L. Kinnaird, Jr.** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**William J. Kahelin, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **3rd** day of **November** A.D., **2009**

  
**Frank A. Carrino, Secretary**

P25



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

RECEIVED  
2009 NOV -3 P 1:17  
TREASURY DIVISION  
STATE OF WV

STATE OF West Virginia  
COUNTY OF Greenbrier, TO-WIT:

I, Henry Lynch, after being first duly sworn, depose and state as follows:

1. I am an employee of Lynch Construction Co.; and,  
(Company Name)
2. I do hereby attest that Lynch Construction Co.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

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

Lynch Construction Co.  
(Company Name)

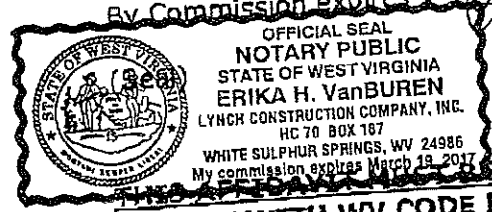
By: Henry Lynch

Title: President

Date: 11/3/09

Taken, subscribed and sworn to before me this 3rd day of November, 2009

By Commission expires March 19th 2017



Erika H. VanBuren  
(Notary Public)

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

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****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:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, 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. 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/noticeConfidentiality.pdf>.

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

Vendor's Name: Lynch Construction Co.  
Authorized Signature: Nancy Lynch Date: 11/3/09