



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
DNR210155

PAGE
1

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

VENDOR
 *904153658 304-472-7737
HAWKINS & NESBITT CONTRACTING
7 PARK STREET
BUCKHANNON WV 26201

SHIP TO
 DIVISION OF NATURAL RESOURCES
 DISTRICT III OFFICE
 ROUTE 20 AND ALEXANDER ROAD
 FRENCH CREEK, WV
 26218 304-924-6211

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| DATE PRINTED | TERMS OF SALE | SHIP VIA | F.O.B. | FREIGHT TERMS |
|--------------|---------------|----------|--------|---------------|
| 03/11/2010 | | | | |

BID OPENING DATE: **04/13/2010** BID OPENING TIME **01:30PM**

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| 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 OF THE ROOF ON THE FRENCH CREEK DISTRICT OFFICE BUILDING PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115 DEADLINE FOR TECHNICAL QUESTIONS IS 03/24/10 @ 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</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 DRUG-FREE WORKPLACE AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 CALENDAR DAYS AFTER THE NOTICE TO PROCEED</p> | | | | | | |

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 2010 APR 12 AM 10:46
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *L. Kevin Hawkins* TELEPHONE DATE

TITLE *President* FEIN ADDRESS CHANGES TO BE NOTED ABOVE

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| <p>IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</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 UPSHUR 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> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL</p> | | | | | | |

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| <p>FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>(XX) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <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 ALUMINU</p> | | | | | | |

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| <p>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> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> | | | | | | |

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| <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO</p> | | | | | | |

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| <p>MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1 </p> <p>NO. 2 </p> <p>NO. 3 </p> <p>NO. 4 </p> <p>NO. 5 </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> | | | | | | |

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| <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT, ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> | | | | | | |

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| <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 44</p> <p>REQ. NO.: DNR210155</p> <p>BID OPENING DATE: 04/13/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> | | | | | | |

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| ----- PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- | | | | | | |
| ***** THIS IS THE END OF RFQ DNR210155 ***** TOTAL: _____ | | | | | | |

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| SIGNATURE <i>L. Kevin Hawkins</i> | TELEPHONE | DATE |
| TITLE <i>President</i> | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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Specifications for the Roofing of French Creek District Office

General Description:

This project consists of removing and disposing of the existing asphalt shingle roof, inspecting and replacing any damaged sheeting, installing new fascia boards, removing and reinstalling the existing gutters, and installing new shingles all in accordance with these specifications.

Site Visit:

The contractor must visit the site and is required to make their own measurements to verify site conditions and to make sure that they are aware of all the work that must be completed. The contractor must provide all the materials, equipment, and labor required to roof the building and to complete all the other work. The building is approximately 40' x 114'. This size information is provided for information only and the contractor must verify the roof dimensions prior to bidding.

Submittals:

Submit the following:

Manufacturer color sample showing full range of colors available for specified products. Color will be selected by the owner.
Product literature and recommended installation procedures for all materials to be installed.
Manufacture Warranty.

Delivery, Storage, and Handling:

Deliver roofing materials to site in manufacturer's unopened bundles with labels intact and legible. Handle and store materials to prevent damage. Store roofing materials in a covered ventilated area at a maximum temperature of 110°F. Do not stack product more than two (2) pallets high. If stacking two (2) pallets high, use separator boards to protect the shingles below. Lay shingle bundles flat. Do not bend over the ridge. Spread out unopened bundles of shingles on the roof to avoid overloading.

Asphalt Shingles:

The shingles shall be three-dimensional, fiberglass, laminated strip shingles: mineral-surfaced, self-sealing, laminated, multi-ply overlay construction, fiberglass-based, strip asphalt shingles, complying with both ASTM D 3018, Type I and ASTM D3462. Provide shingles with a UL 790 Class A fire resistant classification and a D 3161 Class "F" wind resistance meeting the test requirements of ASTM D 3161 and ASTM D 228. The shingles shall carry Underwriter's Laboratories Labels.
Hip and ridge shingles shall be manufacture's standard, factory precut units to match the

asphalt shingles.

Shingles shall be equal to Owens Corning Duration Premium shingles as manufactured by Owens Corning and carry a 50 year warranty, a 130 mile per hour wind warranty, and 10 year algae warranty.

Accessories:

Install a felt underlayment: Type II, 36-inch wide, asphalt-saturated organic felt, complying with ASTM D 226, ASTM D 4869 or ASTM D 6757 under the shingles.

Along the eaves, rakes, and valleys install self adhering polymer modified bituminous sheet materials used as steep roofing underlayment for ice dam protection complying with ASTM D 1970, Weatherlock as manufactured by Owens Corning or equal. The Weatherlock or equal shall extend up the roof from the eaves and rakes a minimum of 9'.

Install brown aluminum drip edge of brake-formed sheet metal with at least a 2-inch roof deck flange and a 1-1/2-inch fascia flange with a 3/8-inch drip on the lower edge in 8 or 10 foot lengths. Install the drip edge on the eaves and the rakes.

Nails: Aluminum or hot-dipped galvanized steel 0.120-inch diameter barbed shank, sharp-pointed, conventional roofing nails with a minimum 3/8 inch diameter head and of sufficient length to penetrate 3/4 inch into solid decking.

Flashing: Aluminum sheets ASTM B 209, alloy 3003 H14 with mill finish, minimum 0.024 (0.6 mm) thick.

Fascia Boards: The fascia boards shall be of the same size as the boards that are removed. The boards shall be pressure treated and covered with aluminum trim.

Sheeting material: If any damaged sheeting must be removed, it shall be replaced with the same material that is removed.

Removing the existing shingles and repairing any damaged sheeting:

The contractor shall remove and dispose of the existing asphalt shingles. Once the shingles are removed, the contractor and engineer shall inspect the sheeting and the contractor shall replace any damaged or rotten sheeting. The cost of replacing the damaged sheeting will be at the unit bid price per square foot and shall include all the cost required to replace the sheeting with similar sheeting.

Removing and reinstalling the existing gutters and installing new fascia boards.

The contractor shall remove the existing gutters and install new fascia boards. The new boards shall be of the same size as the boards removed. The new fascia boards shall be pressure treated and covered with aluminum trim. The existing gutters shall then be

reinstalled. All of this work shall be included in the lump sum cost for replacing the shingles.

Installation:

Clean the sheeting of projections and substances detrimental to application. Cover knotholes or other minor voids in sheeting with sheet metal flashing.

Comply with the manufacturer's instructions and recommendations for installation of the roofing system but not less than those recommended by AMRA's "Residential Asphalt Roofing Manual".

Apply 3 layers (total width of 9') of ice and water barrier, WeatherLock or equal, conforming with ASTM D 1970, UL Class A, Class C, and Uniform building codes tables 15B-1, 15B-2, 15D-1, and 15D-2 requirements.

The ice and water barrier shall be installed along the eaves, rakes and valleys in accordance with the manufacturer's instructions. Then proceed with 1 layer of felt underlayment horizontally over the entire surface to receive asphalt shingles, lapping succeeding courses a minimum of 2 inches, end laps a minimum of 4 inches, and hips and valleys a minimum of 6 inches. Fasten felt with sufficient number of roofing nails or noncorrosive staples to hold underlayment in place until asphalt shingle installation.

Replace all existing flashing including around vent stacks and other penetrations with new flashing in accordance with recommendations of "the NRCA Steep Roofing Manual" and ARMA's "Residential Asphalt Roofing Manual."

Proceed with installing shingles only when weather is appropriate for a quality installation. Do not install underlayment or shingles on wet surfaces.

Warranty:

Submit a written manufacturer's warranty agreeing to repair or replace asphalt shingles that fail in materials or workmanship within the specified 50 year warranty period. Failures include, but are not limited to, deformation or deterioration of the asphalt shingles beyond normal weathering.

FRENCH CREEK DISTRICT OFFICE BUILDING REROOFING

WEST VIRGINIA DIVISION OF NATURAL RESOURCES

WILDLIFE RESOURCES SECTION

INFORMATION FOR BIDDERS

The State of West Virginia Purchasing Division on behalf of the Division of Natural Resources, request bids for the reroofing of the French Creek District office building in Upshur County, West Virginia. The project consists of all the necessary materials, labor, and equipment for all construction items in this document and the specifications.

1. Receipt and Opening of Bids

Each bid should be submitted on the prescribed form and in accordance with the Director of Purchasing's requirements.

Request for Quotations may be obtained by contacting:

Finance and Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305-0130
(304) 558-2306

The Owner may consider informal any bid not prepared and submitted in accordance with these provisions and may waive any informalities in or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within sixty (60) days after the actual opening of bids. Any bid received after the time and date specified will not be considered.

2. Preparation of Bid

Each bid should be submitted on the prescribed form and in accordance with the Director of Purchasing's requirements. All blank spaces for bid prices should be filled in, in ink or typewritten, in both words and figures.

3. Method of Bidding

The Owner invites the Lump Sum Bid. No Alternate Proposals except those stated

on the bid form will be accepted.

4. Liquidated Damages for Failure to Enter Into Contract

The successful bidder, upon their failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with their bid.

5. Time of Completion and Liquidated Damages

Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within ninety (90) consecutive calendar days, thereafter. Bidder must agree also to pay as liquidated damages the sum of \$100.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

6. Conditions of Work

Each bidder must inform themselves 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 their obligation to furnish all material and labor necessary to carry out the provisions of their contract. Insofar as possible, the Contractor, in carrying out their work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

7. Addenda and Interpretations

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

8. Laws and Regulations

The bidder's attention is directed to the fact that all applicable federal, state, county, and/or municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

9. Obligation of Bidder

At the time of the opening of bids, each bidder should have inspected the site and read and be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or

document shall in no way relieve any bidder from any obligation in respect of their bid.

10. Guarantee

The Contractor shall guarantee workmanship and materials against any failure for a period of two (2) years from the date of final acceptance of the completed job and Performance Bond shall remain in force two (2) years.

11. West Virginia Workman's Compensation

All employees engaged in the work of this contract shall be covered by State Compensation Insurance.

12. Contractor's Personnel Requirements

All vendors must be registered with the Purchasing Division prior to the award of any contract.

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 must be received by the Purchasing Division prior to the issuance of a contract.

13. Discrimination Clause

The Contractor agrees that no person in the State, or in the United States, shall, on the grounds of race, color, sex, age, religion, ancestry, national origin, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives any recompense or other consideration of value, either directly or indirectly, from the State and hereby gives assurance that it will immediately take any measures necessary to

effectuate this agreement. This section shall also apply to all subcontractors.

GENERAL AND SPECIAL CONDITIONS

1. Enumeration of Specifications, and Addenda

The following are Specifications, and Addenda which form a part of this contract:

2. Specifications

Information for Bidders, General and Special Conditions, Technical Specifications

3. Addenda

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

4. Definitions

A. Where the term "Owner" is used it shall (unless otherwise qualified in the Contract) mean the Division of Natural Resources, State of West Virginia.

B. Where the term "Engineer" is used in the General Conditions or other sections of the Contract Documents, it shall mean Engineer or other authorized person.

5. Drawings and Specifications

The drawings and specifications are co-relative and shall be accepted and used as a whole and not separately. Should any item be omitted from the drawings and be included in the specifications and be required to complete the work under the contract, it shall be executed as if shown on both and contained in both, except that items in the Project Specifications which are not applicable or required to complete the project included in the contract under consideration shall not be considered. If conflicting information is contained between drawings and specifications, the specifications shall prevail. Large scale details shall take preference over drawings of lesser scale.

6. Shop Drawings

- a. The Contractor shall submit shop drawings of all work, their own or that of their subcontractor as usually required to obtain the approval of the Engineer including scale layouts, details, and erection drawings as may be required to explain the work.
- b. All drawings submitted for approval are understood to be shop drawings of the Contractor whether same are prepared by him or their subcontractor and as such he shall be solely responsible for same.
- c. No shop drawings shall be sent direct to the Engineer, by a subcontractor, but shall be submitted through the Contractor who shall, before submission, check all details, measurements, etc., and as evidence that the drawings have been checked by him, they shall bear the stamp of approval of the Contractor. Where a shop drawing is incomplete or indicates a major departure from the contract requirements, it shall not be considered, but shall be returned to the Contractor for correction before submission to the Engineer.
- d. Shop drawings shall be submitted in sufficient number or copies for both preliminary and final approval, two copies will be retained by the Engineer and remaining copies returned to the Contractor who shall supply additional copies of the corrected drawings as needed.
- e. Material to be fabricated shall not be placed in production until shop drawings have been approved by the Engineer.

7. Measurements

Before ordering any material or doing any work, the Contractor shall take all necessary measurements at the building location under consideration and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the drawings. Any differences which may be found shall be submitted to the Engineer for decision before proceeding with the work.

8. Substitutions

Whenever a single material or article required is specified by using the name of the proprietary product or of a particular manufacturer or vendor, add "or equal" after name of manufacturer or vendor. Any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory providing the material or article so proposed is of equal substance and function. The material or article shall not be purchased or installed without the written approval of the Engineer.

9. Manufacturer's Directions

All manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned and put into operation as directed by the manufacturer's printed instructions, unless herein specified to the contrary. The Contractor shall be responsible for obtaining such instructions from the supplier.

10. Survey, Permits, and Regulations

The Contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of this contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent property, and the maintenance of passageways, guard fences or other protective facilities.

The Contractor shall be responsible for all work required in physically locating and laying out structure, as shown on plot, or site plans and establishing all elevations of construction under this contract as required or indicated on drawings.

11. Protection of Mechanical Equipment

During the progress of the work, the Contractor shall protect all mechanical equipment from damage from painting, etc.

Any damage or marring of finish or other parts of unit shall be corrected and returned to the original new condition. If correction cannot be made to the satisfaction of the Engineer, those parts involved shall be replaced.

12. Payments to Contractor

- a. Not later than the 30th day of each calendar month the Owner shall make a Progress Payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this contract, but to insure the proper performance of this contract, the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this contract.
- b. In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.

13. Contractor's and Subcontractor's Public Liability, Vehicle Liability, and Property

Damage Insurance

Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$250,000.00 for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$500,000.00 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$250,000.00 per accident and \$250,000.00 aggregate.

The required insurance must be written by a company licensed to do business in West Virginia at the time the policy is issued.

The Contractor shall either (1) require each of subcontractors to procure and to maintain during the life of their subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of their subcontractors in their own policy.

14. Labor

- a. All Contractors employed upon the work shall conform to the Laws of the State of West Virginia and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto.
- b. All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring first-class results.
- c. Mechanics whose work is unsatisfactory to the Owner or Engineer, or are considered to be unskilled or otherwise objectionable, shall be instantly dismissed from the work upon notice from the Engineer.

15. Storage of Material

The Contractor, under the supervision of the Engineer, shall assume full charge of the premises for the storage of material, allocating the necessary ground space to the several subcontractors for sheds and the storage of various materials, in such a manner as will facilitate the work, prevent friction and maintain the greatest order and tidiness about the premises.

16. Isolation of Incompatible Materials

- a. All aluminum surfaces in contact with masonry, steel, concrete, wood or other incompatible materials shall be masked or isolated prior to or during erection of the unit.

- b. The tape may be applied to either the aluminum or the dissimilar material at the option of the Contractor, but must be so applied as to insure complete isolation, as well as attaching the tape. The tape shall, in general, be of proper width to completely mask the surfaces with as few seams as practicable.

17. Final Cleaning

- a. Housekeeping: Periodically during the progress of the work and when so directed by the Engineer, the Contractor shall remove or cause to be removed by subcontractors responsible, accumulated rubbish and debris and leave the area in reasonably good order.
- b. Remove all rubbish, cartons, crates, tools, scaffolding, equipment, barricades and surplus materials from the site to the satisfaction of the Engineer. Clean all rubbish that may have been scattered outside the contract limits.

18. Safety Requirements

Particular attention is directed to the "West Virginia Safety Code for Building Construction" as published by the West Virginia State Department of Labor. Observance of and compliance with said laws, regulations and codes shall be solely with and without qualification the responsibility of or direction by the Contractor.

19. Access

The Contractor will be responsible for the maintenance of the access roads throughout the period of work.

20. Inspections

The authorized representatives and agents of the Division of Natural Resources, Wildlife Resources Section, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

21. Changes in Work

No changes in the work covered by the approved contract documents shall be made without formal executed change order. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- a. Unit bid prices previously approved
- b. An agreed lump sum

22. Acceptance of Final Payment as Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, final or otherwise, shall operate to release the Contractor or their Sureties from any obligations under this contract or the Performance and Payment Bond.

23. Compensation

All employees engaged in the work of this contract shall be covered by State Compensation Insurance.

24. 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.

25. Taxes

Before final payment can be made the contractor must submit certification by the State Tax Department that all business taxes have been paid or provided for.

26. Utilities

The exact location and protection of utilities is the responsibility of the contractor. During construction, the contractor shall use due diligence in protecting from damage all existing utilities. If damage is caused, the contractor shall be responsible for the repair or restoration of same to the satisfaction of the engineer.

PRICING SHEET

| Item | Quantity | Description | Unit Price | Amount |
|--------------|--|---|---------------------------|-----------|
| 1 | Lump Sum | Roof replacement on the French Creek District Office building all in accordance with the attached specifications. The lump sum bid will include all labor, equipment and materials to remove the old shingle roof and replace it with new roofing including new fascia boards, removing and installing the existing gutters, and all other work except replacing any damage sheeting. | NOT APPLICABLE - LUMP SUM | 24,990.00 |
| 2 | 100 Square Feet - the quantity listed is for bid evaluation purposes only. Actual quantities may differ. | Cost per square foot to replace any damaged roof sheeting with similar sheeting. Please Note: The successful vendor will be paid for the actual amount of square feet of sheeting that must be replaced. | Per Square Foot | 1.60/SF |
| TOTAL | | | | |



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

STATE OF West Virginia

COUNTY OF Upshur, TO-WIT:

I, Amanda Nesbitt, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Hawkins 3 Nesbitt Contracting
(Company Name)
- 2. I do hereby attest that Hawkins 3 Nesbitt Contracting
(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.

Hawkins 3 Nesbitt Contracting
(Company Name)

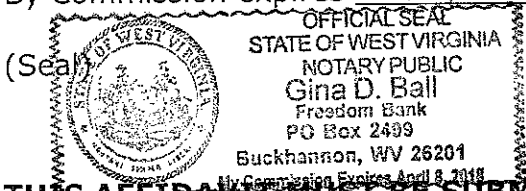
By: Amanda Nesbitt Amanda Nesbitt

Title: Secretary

Date: 4/7/10

Taken, subscribed and sworn to before me this 7 day of April.

By Commission expires 04-08-2010



Gina D. Ball
(Notary Public)

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

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.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Hawkins & Nesbitt Contracting

Authorized Signature: Amanda Nesbitt Date: 4/7/10

State of West Virginia

County of Upshur, to-wit:

Taken, subscribed, and sworn to before me this 7 day of April, 2010.

My Commission expires 4.08, 2010.

NOTARY PUBLIC Gina D. Ball

