

**Stonewall Jackson Resort State Park
Pedestrian Bridge
DIVISION OF NATURAL RESOURCES**

FORM OF PROPOSAL - 1

Name of Bidder York Bridge Concepts

Address of Bidder 2420 Brunello Trace
Lutz, FL 33558

Phone Number of Bidder: (813) 482-0613

WV Contractors License No. WV0006182

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

871 ft of 10' wide pedestrian bridge with 42" picket railing as detailed on the attached E.L. Robinson Engineering plans.

The bidder shall provide a lump sum price for this work.

Additive Alternate No. 1

In lieu of the 42" picket railing on the pedestrian bridge provide an alternate price for 42" railing with 2" black vinyl coated wire mesh fabric placed below the top railing with supporting structural railing members to the bridge deck. The constructed live load for this railing is 50 pounds per linear foot, both transversely and vertically, acting simultaneously. In addition, each rail will be constructed for a concentrated load of 200 pounds, which shall act simultaneously with above loads at any point and in any direction at the top of each rail.

The bidder shall provide a lump sum price for this work.

Additive Alternate No. 2

In lieu of the 42" picket railing on the pedestrian bridge provide an alternate price for a 42" railing with plastic coated steel cables running horizontally between supporting structural members at 4" intervals to the bridge deck. The constructed live load for this railing is 50 pounds per linear foot, both transversely and vertically, acting simultaneously. In addition, each rail will be constructed for a concentrated load of 200 pounds, which shall act simultaneously with above loads at any point and in any direction at the top of each rail.

The bidder shall provide a lump sum price for this work.

Additive Alternate No. 3

Two - 8' X 30' fishing platforms, as located on the plans prepared by EDSA.

The bidder shall provide a lump sum price for this work.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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Request for Quotation

RFQ NUMBER
 DNR211034

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 804-558-2316

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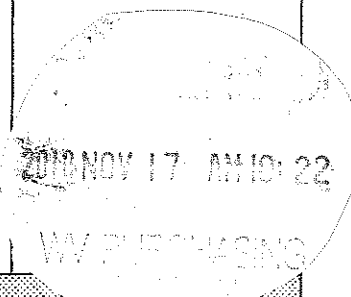
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DIVISION OF NATURAL RESOURCES
 ELKINS OFFICE
 RANDOLPH CENTER - SUITE 222
 1200 HARRISON AVENUE
 ELKINS, WV
 26241

DATE PRINTED 09/14/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 10/26/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-18		
BRIDGE CONSTRUCTION THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE CONSTRUCTION OF A TIMBER PEDESTRIAN BRIDGE AT STONEWALL RESORT STATE PARK, ROANOKE, WV, IN LEWIS COUNTY. MANDATORY PRE-BID A MANDATORY PRE-BID WILL BE HELD ON 09/27/10 @ 10:00 PM AT STONEWALL RESORT STATE PARK, ROANOKE, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER. AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE (813) 482-0613	DATE 11/16/2010
TITLE President	FAX 59-2830154	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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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 304-558-2316

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DIVISION OF NATURAL RESOURCES
 ELKINS OFFICE
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<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR TECHNICAL QUESTIONS IS 10/11/10 AT 4:00 PM ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>THE BIDDING DOCUMENTS CONSIST OF THE REQUEST FOR QUOTATION, PLANS AND SPECIFICATIONS.</p> <p>REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING: FRANK WHITTAKER, SENIOR BUYER WEST VIRGINIA PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 TELEPHONE: 304-558-2316</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING: E.L. ROBINSON 5088 WASHINGTON STREET, WEST CHARLESTON, WV 25313 TELEPHONE: 304-776-7473</p> <p>THERE IS A NON-REFUNDABLE \$155.00 FEE FOR PLANS AND SPECIFICATIONS. THE FEE INCLUDES SHIPPING BY USPS</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:

TITLE: President

FEIN: 59-2830154

TELEPHONE: 813-482-0613

DATE: 11/16/10

ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PRIORITY MAIL.</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 150 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE A WRITTEN 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 LEWIS COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p>						

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<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 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 B 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 TH 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 ACCEPABLE IN LIEU OF THE 5% BID BOND PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p>						

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SIGNATURE  TELEPHONE 813-482-0613 DATE 11/16/10

FED ID President FEIN 59-2830154 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND 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 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>						

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<i>[Signature]</i>	813-482-0613	11/16/10
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President	59-2830154	

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 6

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<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> <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>						

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PURCHASER

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<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 MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS :</p> <table border="0"> <tr> <td>NO. 1</td> <td>.</td> <td>✓</td> <td>.....</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>NO. 2</td> <td>.</td> <td>✓</td> <td>.....</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>NO. 3</td> <td>.</td> <td>✓</td> <td>.....</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>NO. 4</td> <td>.</td> <td>✓</td> <td>.....</td> <td>.....</td> <td></td> <td></td> </tr> <tr> <td>NO. 5</td> <td>.</td> <td></td> <td>.....</td> <td>.....</td> <td></td> <td></td> </tr> </table> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p>							NO. 1	.	✓			NO. 2	.	✓			NO. 3	.	✓			NO. 4	.	✓			NO. 5		
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BID OPENING DATE: 10/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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> <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 B 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: <i>York Bridge Concepts</i>.....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	813-482-0613	11/16/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<i>[Signature]</i>	59-2830154	

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



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
 DNR211034

PAGE
 9

ADDRESS CORRESPONDENCE TO ATTENTION OF
 FRANK WHITTAKER
 804-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF NATURAL RESOURCES
 ELKINS OFFICE
 RANDOLPH CENTER - SUITE 222
 1200 HARRISON AVENUE
 ELKINS, WV
 26241

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/14/2010				

BID OPENING DATE: 10/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS LICENSE NO.: WV.006182</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>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> <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>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>[Signature]</i>	834820613	11/16/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
President	59-2830154		

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



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
 DNR211034

PAGE
 10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 FRANK WHITTAKER
 804-558-2316

RFQ COPY
 TYPE NAME/ADDRESS HERE

DIVISION OF NATURAL RESOURCES
 ELKINS OFFICE
 RANDOLPH CENTER - SUITE 222
 1200 HARRISON AVENUE
 ELKINS, WV
 26241

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/14/2010				

BID OPENING DATE: 10/26/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:						
SEALED BID						
BUYER:				44		
REQ. NO.:				DNR211034		
BID OPENING DATE:				10/26/10		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- (813) 482-0700 -----						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
----- Titus EDWARDS -----						
***** THIS IS THE END OF RFQ DNR211034 ***** TOTAL:						514,900.00
						Base Bid

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: TELEPHONE: 813-482-0613 DATE: 11/16/10

TITLE: President FEIN: 59-2830154 ADDRESS CHANGES TO BE NOTED ABOVE

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

WV-36a STATE OF WEST VIRGINIA

PURCHASING CONTINUATION SHEET

PARK: STONEWALL RESORT
PROJECT: PEDESTRIAN BRIDGE

The bidding documents consist of the Request for Quotations, Contract Documents (dated June, 2010), Plans (dated June, 2010) and any subsequent Addendum.

Request for quotations may be obtained by contacting:

Frank Whittaker, Senior Buyer
Finance and Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2316 Ext. 218

Contract Documents and Plans may be obtained by contacting:

E.L. Robinson
5088 Washington Street, West
Charleston, WV 25313
Telephone: 304-776-7473

There is a non-refundable \$155.00 fee for plans and specifications. The fee includes shipping by USPS Priority Mail. Contact E.L. Robinson at the above location to arrange payment. An additional fee may be required if a purchaser requests special shipping arrangements.

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 150 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 as defined in the Supplemental General Conditions.

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.

**Stonewall Jackson Resort State Park
Pedestrian Bridge
DIVISION OF NATURAL RESOURCES**

INVITATION TO BID – 1

The Division of Natural Resources, Parks, and Recreation, requests bids for construction of Pedestrian Bridge at Stonewall Jackson Resort State Park, West Virginia in Lewis County.

Sealed bids will be received until 1:30 on 10/26, 2010 at the WV State Purchasing Division, 2019 Washington Street, East Capitol Complex Charleston, WV.

A mandatory Pre-Bid Conference will be held at 10:00am on 9/27, 2010 at the Park Office.

No bids will be considered from other than those present at the Pre-Bid Conference.

The bidding documents consist of the Request for Quotations, Contract Documents (dated June, 2010), Plans (dated June, 2010) and any subsequent Addendum.

Request for quotations may be obtained by contacting:

Frank Whittaker, Senior Buyer
Finance and Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
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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 150 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 as defined in the Supplemental General Conditions.

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. **Contractor's Qualifications**

Each bidder shall have the following qualifications to bid this project.

- Referenced record of successful completion of a minimum of five, wood-pile supported, timber construction, pedestrian bridge work awarded during the past 2 years.
- Referenced experience in Deck-Level Construction techniques.

2. **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.

3. **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.

4. **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 fourteen (14) 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:

**Stonewall Jackson Resort State Park
Pedestrian Bridge
DIVISION OF NATURAL RESOURCES**

INFORMATION FOR BIDDERS – 2

- 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 project. 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 drawing and descriptions of products of a 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.

5. 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 partner's 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.

Unit Prices: The bidder shall provide a unit price bid to either add or deduct the items from the project

Unit Price No. 1

Construction of the 10' wide pedestrian bridge per linear foot (includes railing, deck, structural members, bracing, and piles) as detailed on the ELR plans.

Unit Price No. 2

Construction of the Bridge Terminal Gateways per each as represented on the plans prepared by EDSA.

Unit Price No. 3

Construction of the Intermediate Gateways per each as represented on the plans prepared by EDSA.

**Stonewall Jackson Resort State Park
Pedestrian Bridge
DIVISION OF NATURAL RESOURCES**

FORM OF PROPOSAL - 3

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

\$ 514,900.00

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

Five hundred fourteen thousand
nine hundred dollars

Additive Alternate No. 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 8,700.00

Additive Alternate No. 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

Eighty seven hundred dollars

Additive Alternate No. 2: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 70,000.00

Additive Alternate No. 2: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

Seventy thousand dollars

Additive Alternate No. 3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 19,000.00

Additive Alternate No. 3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

Nineteen thousand dollars

Unit Price No. 1: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 554.42

Unit Price No. 1: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

Five hundred fifty-four ^{dollars} and forty-two _{cents}

Unit Price No. 2: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 7,000.00 each

**Stonewall Jackson Resort State Park
Pedestrian Bridge
DIVISION OF NATURAL RESOURCES**

FORM OF PROPOSAL - 4

Unit Price No. 2: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

Seven thousand dollars (each)

Unit Price No. 3: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers

\$ 4,000.00

Unit Price No. 3: Unit price for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words

Four thousand dollars (each)

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 completed within 150 consecutive calendar days for 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 estimate 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 an 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	9/24/2010
#2	10/1/2010
#3	10/25/2010
#4	10/26/2010

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

Referenced Construction Project No.1:

Owner: Rockaway Bridge Country Club
Contact and Phone Number: Rich LaBar 973-600-9249
Project Name and Completion Date: Rockaway Bridge 6/1/2010
Project Description/Construction Method: Timber Bridge / Deck Level
Construction

Referenced Construction Project No.2:

Owner: Harbor Shores Community Redevel.
Contact and Phone Number: Ben McFeeter 269-926-6688
Project Name and Completion Date: Harbor Shores Bridge 1/1/09
Project Description/Construction Method: Timber Bridge / Deck Level
Construction

Referenced Construction Project No.3:

Owner: Hamlen Co.
Contact and Phone Number: Dev. Hamlen 617-742-9955
Project Name and Completion Date: Apache Trail 2/2/09
Project Description/Construction Method: Timber Bridge / Deck Level
Construction

Referenced Construction Project No.4:

Owner: CSC Rivers, LLC
Contact and Phone Number: Jason Schlesinger 203-406-1300
Project Name and Completion Date: The Rivers 8/10/09
Project Description/Construction Method: Timber Bridge / Deck Level
Construction

Referenced Construction Project No.5:

Owner: Pt. Regis Hotels Resort, PR
Contact and Phone Number: Andy 787-957-6559
Project Name and Completion Date: Bahia Boulevard Bridges 6/22/10
Project Description/Construction Method: Timber Bridge / Deck Level
Construction

Respectfully submitted:

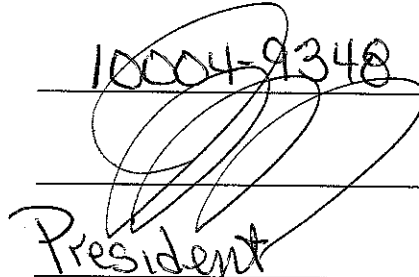
Date:

11/16/2016

WV Vendor
Registration Number:

10004-9348

By: (signature in ink)



Title:

President

Firm Name:

York Bridge Concepts

Firm Address:

2420 Brunello Trace
Lutz, FL 33558

August 12, 2008

CONTRACTOR CERTIFICATIONSSTATE PROJECT Stonewall Resort - Pedestrian Bridge

FEDERAL PROJECT _____

FOR

BIDDING REQUIREMENTS AND CONDITIONS
_____**CONTRACTOR'S DRUG-FREE WORKPLACE POLICY**

Each Contractor submitting a bid must include with the bid, on a form provided by the Project Sponsor, an affidavit that the Contractor implements and maintains a written drug-free workplace policy which meets the requirements of Article 1D, Chapter 21 of the Official Code of West Virginia, as amended. The successful bidder must submit a copy of its drug-free workplace policy within ten (10) days following the letting and prior to the awarding of the contract. Any successful bidder who fails to submit the policy within the specified time limit will risk forfeiture of his/her proposal guaranty bond.

The successful bidder must also insure that its subcontractors implement and maintain a written drug-free workplace policy complying with Article 1D, a copy of which must be submitted to the Project Sponsor by the Contractor prior to the start of the subcontract work. The contract may be terminated if the Contractor:

- Fails to implement its policy;
- Fails to provide information regarding implementation of the policy at the request of the Project Sponsor; or,
- Provides to the Project Sponsor false information regarding the policy.

A clearly legible copy of the written drug-free workplace policy must be kept posted in a prominent and easily accessible place at the project site by each contractor subject to the provisions of Article 1D.

Every contractor shall keep an accurate record showing the names, occupation and safety-sensitive status of all employees, in connection with the construction on the project, and showing any drug tests or alcohol tests performed and employee education and supervisor training received, which record shall be open at all reasonable hours for inspection by the Project Sponsor. The Contractor must preserve these records for three years after completion and acceptance of the project.

All drug testing information specifically related to individual employees is confidential and should be treated as such by anyone authorized to review or compile program records.

NOTICE TO CONTRACTORS

PLEASE READ AND COMPLETE SECTIONS A THROUGH K. THIS DOCUMENT MUST BE EXECUTED BY CONTRACTOR FOR ACCEPTANCE OF THIS PROPOSAL. SIGNATURE ON PAGE 5 REPRESENTS CONTRACTOR'S UNDERSTANDING AND INTENTION TO COMPLY WITH ALL DOCUMENTS CONTAINED IN THIS PROPOSAL.

STATE OF Florida
COUNTY OF Pasco, To-Wit:
I, York Bridge Concepts, Inc
(Name of Company)
the contractor X, subcontractor _____, supplier _____
on Project No(s). DNR 211034
in Lewis County(s), West Virginia,
by James York Title: President
(Name of Authorized Representative)

being duly sworn do depose, say and certify that:

Section A: FREE COMPETITIVE BIDDING AFFIDAVIT

That said person, firm, Association or Corporation, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid or contract.

Section B: CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS (FEDERAL AID ONLY)

That said person, firm, Association or Corporation has X, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that said person, firm, Association or Corporation has X, has not _____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U. S. Department of Labor.

Section D: ASSURANCE REQUIREMENT REGARDING EQUAL EMPLOYMENT OPPORTUNITY FOR VENDORS, SUPPLIERS AND CONTRACTORS ENGAGED IN COMMERCIAL TRANSACTIONS WITH THE PROJECT SPONSOR.

Any firm desiring to avail itself of the benefits of engaging in commercial transactions with the Project Sponsor hereby agrees to:

- (1) give assurances that all employment and personnel practices will be conducted without regard to race, color, sex, creed or national origin.
- (2) include in all recruitment advertisement the following wording: "An Equal Opportunity Employer".

Section E: COMPLETION DATE (OPTIONAL -- It is recommended that this statement or a similar statement be included in the Contractor Certifications, however, it is not required.)

Construction under the above proposal and calculation of working time will begin no later than _____ calendar days after notice to proceed, and will be completed by date of _____.

It is agreed that time is of the essence for this contract, and that I(we) will, in the event of my(our) failure to complete the contract within the time limited named, reimburse the Project Sponsor an amount to be determined by the said Project Sponsor as sufficient to cover fully any additional demonstrable costs incurred by the Project Sponsor because of such failure, including extra engineering costs, unless covered by a Liquidated Damage Clause for this project.

Section F: CERTIFICATE OF COMPLIANCE INVOLVING THE SUPPLYING OF ALUMINUM, GLASS, STEEL OR IRON PRODUCTS

We have complied and shall continue to comply with the provisions of Chapter 5, Article 19, of the Official West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications, involving Domestic Aluminum, Glass, and Iron in Public Works Projects. We have also complied and shall continue to comply with the provisions of Chapter 5A, Article 3, Section 56 of the West Virginia code, 1931, as amended, which statute is incorporated herein by reference and the applicable specifications, involving *Domestic Steel Products in State Supported Projects*.

Section G: BLANK

Section H: WEST VIRGINIA CONTRACTOR LICENSING ACT CHAPTER 21 ARTICLE 11 CODE OF WEST VIRGINIA¹ LICENSE NUMBER WU 006152

¹ Refer to Specification 102.6

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE York Bridge Concepts, Inc.

2420 Brunello Trace, Lutz, FL 33558

as Principal, hereinafter called the Principal, and First National Insurance Company of America

1001 Fourth Avenue, Safeco Plaza, Seattle, WA 98154

a corporation duly organized under the laws of the State of WA

as Surety, hereinafter called the Surety, are held and firmly bound unto West Virginia Division of Natural Resources Parks &

Recreation Section 324 4th Avenue, South Charleston, WV 25303

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

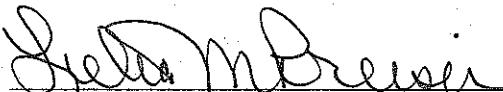
Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Timber Bridge & Boardwalk Construction - Louis County

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of October, 2010


(Witness)

York Bridge Concepts, Inc.

(Principal)

(Seal)

By: 

(Title)

Cathy Knoke

(Witness)

First National Insurance Company of America

(Surety)

(Seal)

By: 

Attorney-in-Fact

Laura Mosholder

(Title)

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS:

No. 11428

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

****WARREN ALTER; CHARLES D. NIELSON; CHARLES J. NIELSON; Miami Lakes, Florida; GLENN ARVANITIS; JOHN NEU; KEVIN WOJTOWICZ; Saint Petersburg, Florida; LAURA MOSHOLDER; Sanford, Florida; BRETT ROSENHAUS; Lake Worth, Florida*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 1st day of September, 2009

Dexter R. Legg

Dexter R. Legg, Secretary

T. Mikolajewski

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 18 day of October, 2010



Dexter R. Legg

Dexter R. Legg, Secretary

Section I: DRUG AND ALCOHOL FREE WORKPLACE



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

STATE OF WEST VIRGINIA,
Florida
COUNTY OF PASCO, TO-WIT:

I, James York, after being first duly sworn, depose and state as follows:

- 1. I am an employee of York Bridge Concepts Inc. and,
(Company Name)
- 2. I do hereby attest that York Bridge Concepts, Inc.
(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.

York Bridge Concepts, Inc
(Company Name)

By: [Signature]

Title: President York

Date: 11/16/10

Taken, subscribed and sworn to before me this 16th day of November 2010.

My Commission expires 11/3/2013



[Signature]
(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.

Section J: ADDENDA (Project Sponsor to include this statement if addendums exist.)

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to the contractor's proposal, plans and/or specifications, or other applicable documents and have considered the addendum(s) in the calculation of my bid.

ADDENDUM NUMBERS: 1 2 3 4 5 . I further acknowledge that failure to confirm receipt of the addendum(s) will cause my proposal to be rejected.

Section K: IF AN INDIVIDUAL, SIGN BELOW:

(Name) (Street and Post Office Address)

IF AN INDIVIDUAL DOING BUSINESS UNDER A TRADE NAME SIGN BELOW:

(Trade Name) (Street and Post Office Address)

Sole Owner By _____

IF A PARTNERSHIP, SIGN BELOW:

(Name of Partnership) (Street and Post Office Address)

By _____
(Authorized Partner) (Street and Post Office Address)

IF A JOINT BID, SIGN BELOW:

(Name of Corporation) (Name of Corporation)

Incorporated under the laws of the State of _____
Incorporated under the laws of the State of _____

By _____
By _____

(Title of Officer) (Title of Officer)

(Street and Post Office Address) (Street and Post Office Address)

IF A CORPORATION, SIGN BELOW:

(Name of Corporation)

Incorporated under the laws of the State of Florida

By _____

2420 Berrondo Trace, Lutz, FL 33558 President
(Street and Post Office Address) (Title of Officer Signing)

ACKNOWLEDGMENT, MUST BE NOTARIZED:

Taken, subscribed and sworn to before me this 16th day of November, 2010.

My Commission Expires 11/3/2013

Notary Seal is required

Notary Public



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 owed 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 exceeds 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: York Bridge Concepts, Inc

Authorized Signature: _____ Date: 11/16/10

State of Florida

County of Pasco, to-wit:

Taken, subscribed, and sworn to before me this 16th day of November, 2010.

My Commission expires November 03, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC Lelia M Preiser

