



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  
**DNR211043**

PAGE  
**1**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 C09123150  
 A.J. Smith, Inc. dba Capital Builders  
 4008 5th Street Road  
 Huntington, WV 25701

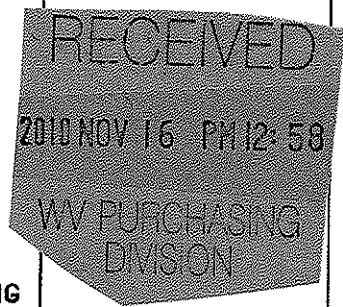
SHIP TO

DIVISION OF NATURAL RESOURCES  
 CASS SCENIC RAILROAD ST PARK  
 ATTN: PARK SUPERINTENDENT  
 BOX 107  
 CASS, WV  
 24927  
 304-456-4300

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/26/2010				

BID OPENING DATE: **11/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42	\$124,000.00	\$124,000.00
<p><b>GENERAL CONSTRUCTION</b></p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR THE RENOVATION OF THE CASS GENERAL STORE HVAC SYSTEM AT CASS SCENIC RAILROAD STATE PARK.</p> <p>A NON-MANDATORY PRE-BID MEETING WILL BE HELD 10/13/10 AT 11:00 AM AT CASS SCENIC RAILROAD HEADQUARTERS, CASS, WV, IN POCAHONTAS COUNTY. ALL INTERESTED VENDORS ARE ENCOURAGED TO ATTEND. 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 10/20/2010 AT 4:00 PM. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>BIDDING DOCUMENTS CONSIST OF THE REQUEST FOR QUOTATION, PLANS AND SPECIFICATIONS.</p> <p>REQUEST FOR QUOTATION MAY BE OBTAINED BY CONTACTING:</p> <p style="text-align: center;">FRANK WHITTAKER, SENIOR BUYER        WV PURCHASING DIVISION        2019 WASHINGTON STREET. EAST        CHARLESTON, WV 25305        TELEPHONE: 304-558-2316</p> <p>PLANS AND SPECIFICATIONS MAY BE OBTAINED BY CONTACTING</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 16, 2010
TITLE President	FAX 55-0735961	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](http://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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VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 C09123150  
 A.J. Smith, Inc. dba Capital Builders  
 4008 5th Street Road  
 Huntington, WV 25701

SUPPLIER

DIVISION OF NATURAL RESOURCES  
 CASS SCENIC RAILROAD ST PARK  
 ATTN: PARK SUPERINTENDENT  
 BOX 107  
 CASS, WV  
 24927  
 304-456-4300

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/26/2010				

BID OPENING DATE: **11/16/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MILLER ENGINEERING            250 SCOTT AVENUE, SUITE 3            MORGANTOWN, WV 26508            TELEPHONE: 304-291-2246</p> <p>THERE IS A NON-REFUNDABLE FEE OF \$155.00 FOR THE PLANS AND SPECIFICATIONS.</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 105 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE THE NOTICE TO PROCEED IN WRITING.</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 WAG</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 16, 2010
TITLE President	FEIN 55-0735961	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>RATES AS ESTABLISHED FOR POCAHONTAS 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 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</p>						

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**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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 304-558-2316**

**RFQ COPY**  
 TYPE NAME/ADDRESS HERE  
**C09123150**  
**A.J. Smith, Inc. dba Capital Builders**  
**4008 5th Street Road**  
**Huntington, WV 25701**

**DIVISION OF NATURAL RESOURCES**  
**CASS SCENIC RAILROAD ST PARK**  
**ATTN: PARK SUPERINTENDENT**  
**BOX 107**  
**CASS, WV**  
**24927**  
**304-456-4300**

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<p>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 &amp; 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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TITLE <b>President</b>	FEIN <b>55-0735961</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

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<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><i>B. J. Burgess</i> .....SIGNATURE            A.J. Smith, Inc. dba Capital Builders .....COMPANY            November 16, 2010 .....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 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>						

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<p><b>BIDDER TO COMPLETE:</b></p> <p>CONTRACTORS NAME: A.J. Smith, Inc. dba Capital Builders</p> <p>CONTRACTORS LICENSE NO.: WV032728</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>						

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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
	***** THIS IS THE END OF RFQ DNR211043 ***** TOTAL:					\$124,000.00
	Add Alternate 1				\$10,600.00	
	Add Alternate 2				\$ 6,800.00	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 16, 2010
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**REBID-Cass General Store Heating Renovation  
Cass Scenic Railroad  
Pocahontas County, Cass, West Virginia**

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**INVITATION TO BID**

The Division of Natural Resources, Parks and Recreation, requests bids for Cass General Store Heating Renovation at Cass Scenic Railroad State Park, in accordance with the attached Project Manual, dated Nov 19, 2009, and Plans, dated Sep 14, 2009.

Sealed bids will be received until 1:30 p.m. on 11 / 16 / 2010 at the WV State Purchasing Division, 2019 Washington Street East, Capitol Complex, Charleston, WV 25305.

A *Non*-mandatory Pre-Bid Conference will be held on 10 /13 /2010 at the Site. at 11:00 a.m.

The bidding documents consist of the Request for Quotations, plans and specifications.

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

Plans and specifications may be obtained by contacting:

Miller Engineering, Inc.  
250 Scott Avenue, Suite 3  
Morgantown, WV 26508  
Telephone: 304-291-2246

There is a non-refundable \$155.00 fee for plans and specifications. The fee includes shipping by USPS Priority Mail. Contact Miller Engineering 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, (herein called the Contractor) agrees that all work is to be complete within 105 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 per day.

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

**REBID-Cass General Store Heating Renovation  
Cass Scenic Railroad  
Pocahontas County, Cass, West Virginia**

**INVITATION TO BID**

---

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

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 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.

---

## INFORMATION FOR BIDDERS

### 1. Examination of Contract Documents and Site

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

### 2. Addenda and Interpretations

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

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

### 3. Substitutions

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Frank Whittaker, Senior Buyer, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received at least 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:

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

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

#### **4. Contractor's Personnel Requirements**

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

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

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

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

**REBID-Cass General Store Heating Renovation  
Cass Scenic Railroad  
Pocahontas County, Cass, West Virginia**

**FORM OF PROPOSAL**

Name of Bidder:

A.J. Smith, Inc. dba Capital Builders

Address of Bidder:

4008 5th Street Road  
Huntington, WV 25701

Phone Number of Bidder:

304-697-5002

WV Contractors License No.

WV032728

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

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

\$124,000.00

Written in numbers.

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

One Hundred Twenty-Four Thousand Dollars & no/100-----

Written in words.



**REBID-Cass General Store Heating Renovation  
Cass Scenic Railroad  
Pocahontas County, Cass, West Virginia**

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**FORM OF PROPOSAL**

**Additive Alternates**

Additive Alternate Number One: Amount to be added to the Base Bid for all labor, materials and equipment to install one heating unit in Room 200, as stipulated in the Bidding Documents.

\$10,600.00

Written in numbers.

Additive Alternate Number One: Amount to be added to the Base Bid for all labor, materials and equipment to install one heating unit in Room 200, as stipulated in the Bidding Documents.

Ten Thousand Six Hundred Dollars & no/100----

Written in words.

Additive Alternate Number Two: Amount to be added to the Base Bid for all labor, materials and equipment to install one heating unit in Room 202 and one heating unit on the third floor, as stipulated in the Bidding Documents.

\$6,800.00

Written in numbers.

Additive Alternate Number Two: Amount to be added to the Base Bid for all labor, materials and equipment to install one heating unit in Room 202 and one heating unit on the third floor, as stipulated in the Bidding Documents.

Six Thousand Eight Hundred Dollars & no/100

Written in words.

**REBID-Cass General Store Heating Renovation  
Cass Scenic Railroad  
Pocahontas County, Cass, West Virginia**

---

**FORM OF PROPOSAL**

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 105 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$100 per day.

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

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

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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.

REBID-Cass General Store Heating Renovation  
 Cass Scenic Railroad  
 Pocahontas County, Cass, West Virginia

FORM OF PROPOSAL

**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
One (1)	10/22/2010
Two (2)	10/29/2010

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

Respectfully submitted:

Date:

November 16, 2010

WV Vendor  
 Registration Number:

C09123150

By: (signature in ink)

*B. J. Burgess*

B. J. Burgess

Title:

President

Firm Name:

A.J. Smith, Inc. dba Capital Builders

Firm Address:

4008 5th Street Road  
 Huntington, WV 25701

PRE-BID CONFERENCE

SIGN IN IEET

CASS GEN'L STORE HYAC  
DNR 2110423

Request for Quotation Number:

Date: 10/13/2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	DAN AREAS
Firm Address:	APPALACHIAN HEATING PO BOX 770 DAN AREAS 304-827-5566 304-827-5567 DANAREAS@APPHEAT.COM
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

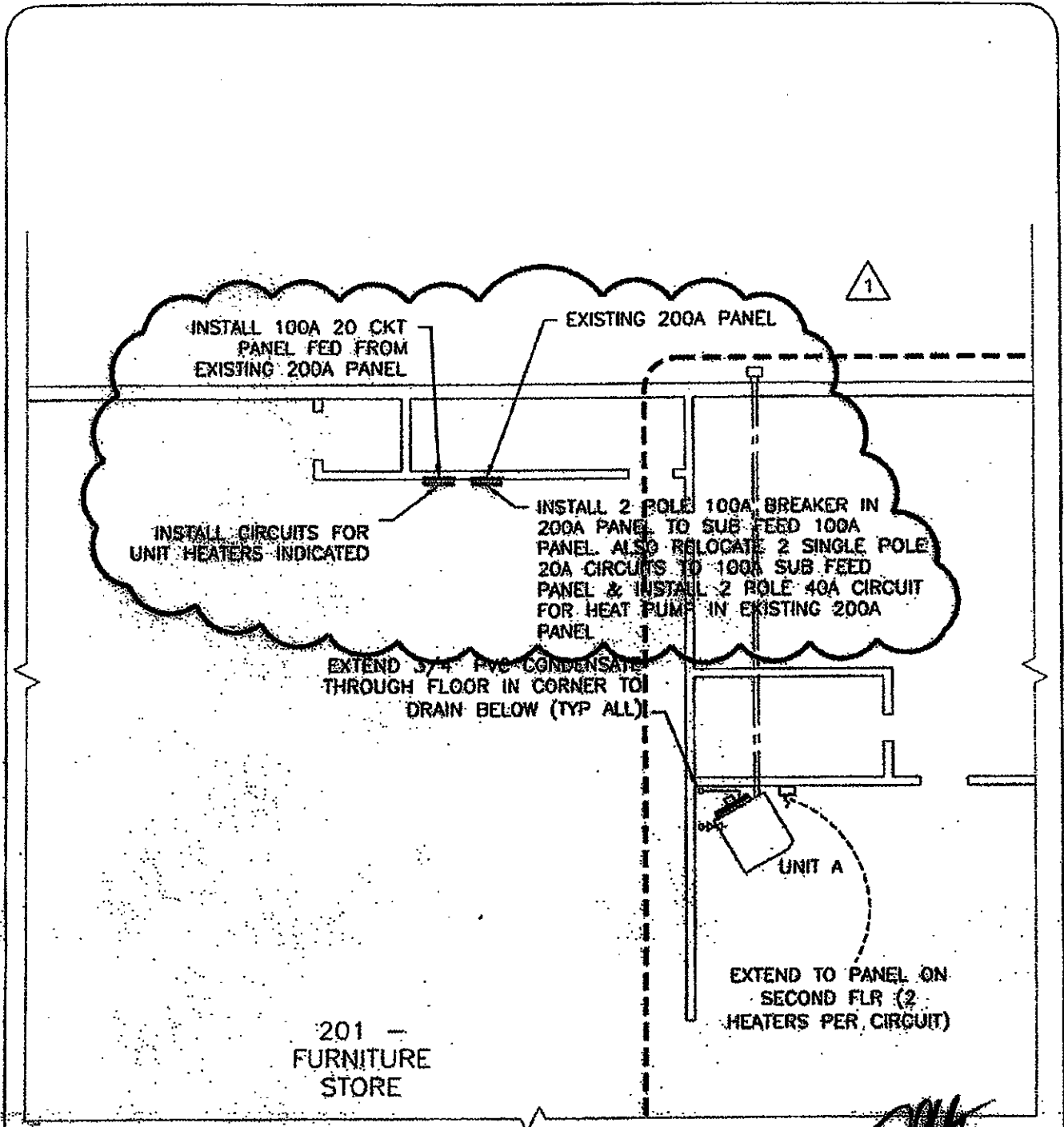
Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Mette Seure Mid Atlantic
Firm Address:	1995 Haddon Ave Elkton, WV 26291
Representative Attending:	
Phone Number:	304-636-8170
Fax Number:	304-636-8206
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Davis Electric
Firm Address:	PO Box 810 Elkins, WV 26291
Representative Attending:	
Phone Number:	304-636-3950
Fax Number:	304-636-0367
Email Address:	DavisElectric@MEER.NET

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



201 -  
FURNITURE  
STORE

EXTEND TO PANEL ON  
SECOND FLR (2  
HEATERS PER CIRCUIT)

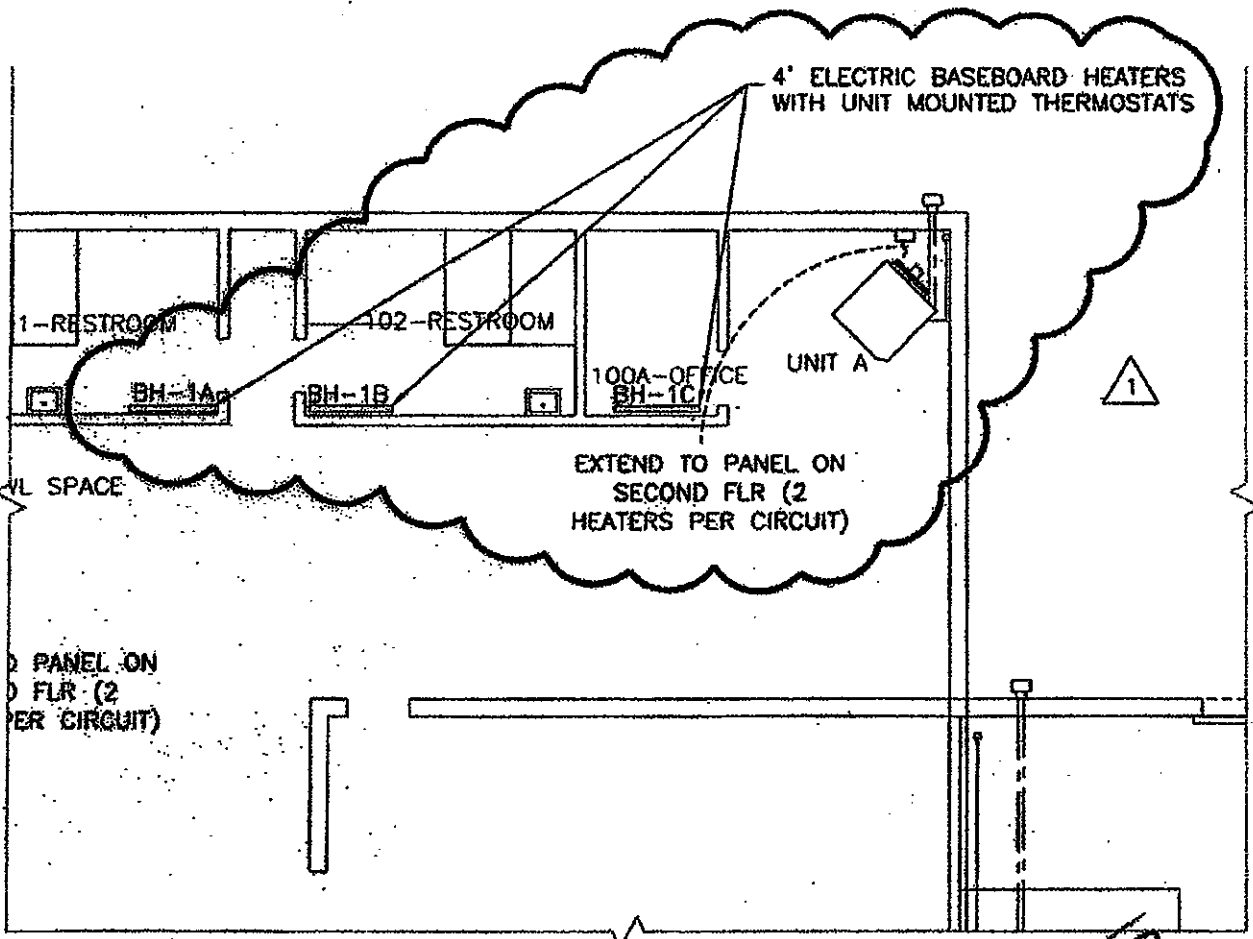
**ADDENDUM 1**

**MILLER ENGINEERING, INC.**  
PA Office: 724-885-2402  
POB 42, Gettysburg, PA 17334  
NY Office: 315-391-2224  
229 South 4th Street, Gettysburg, NY 13344  
315-391-2224 ph  
315-391-2216 fax  
www.millereng.com

DRAWN BY: JKM REV BY: BCK DATE: 14 OCT 2010	DWG DESCRIPTION:  <b>CHANGE IN PANELS</b>	DWG NO: AD-01 SHEET REF: E-1.3 REVISION: NA
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**REBID - CASS GENERAL STORE - HEATING SYSTEM RENOVATION**





ADDENDUM 1

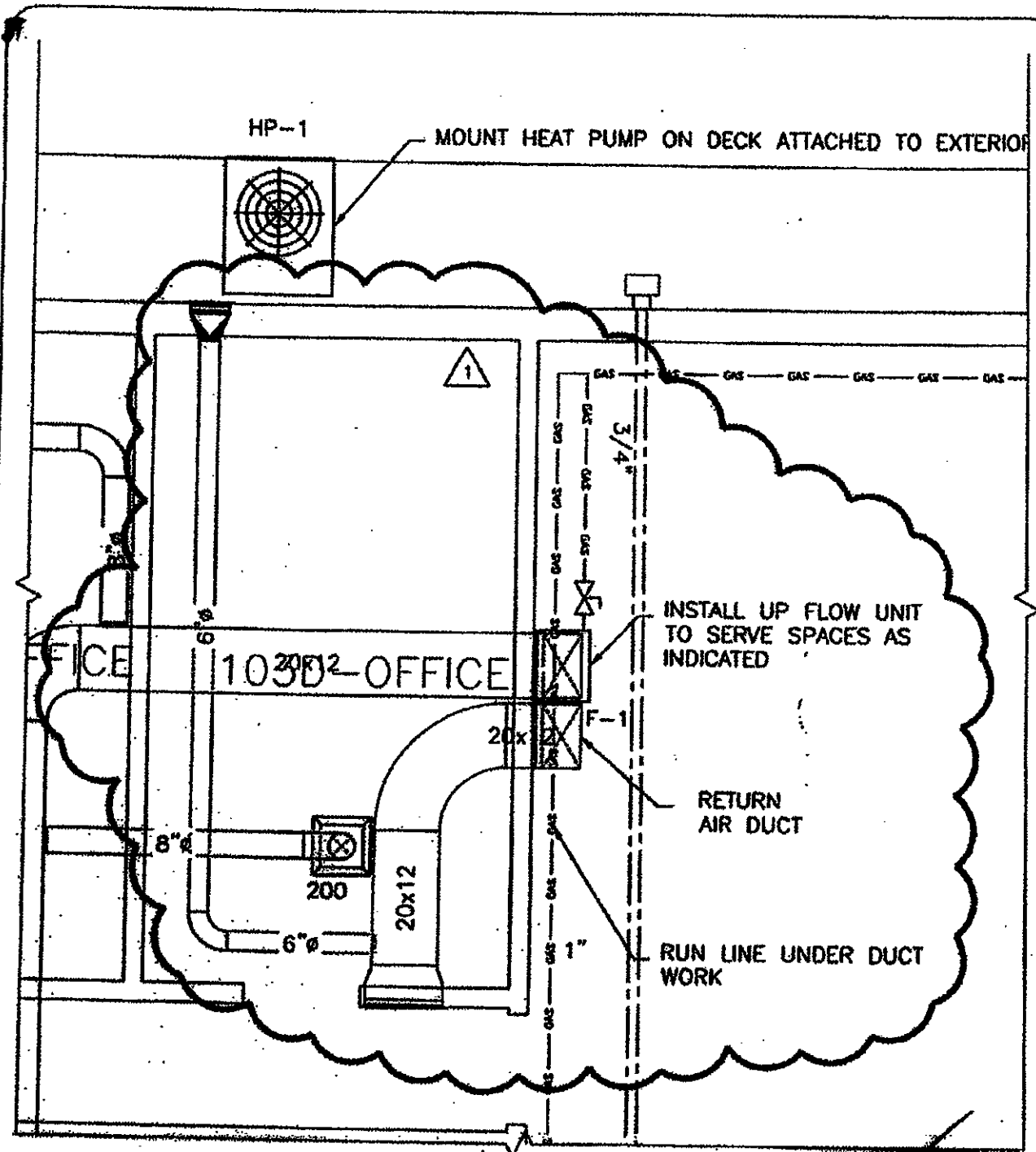
**MILLER ENGINEERING, INC.**

PA Office: 200 800 Ave Suite 3  
 P.O. Box 42, Darach, Pa, PA 15334  
 724-892-5005

NY Office: 200 800 Ave Suite 3  
 Morgan, NY 20008  
 301-291-2254 pt  
 301-291-2248 fax  
 www.millereng.com

DRAWN BY: JRM	DATE: 14 OCT 2010	DRAW NO: AD-61	
REV'D BY: SCM	DATE:	SHEET REF: E-1.2	
DATE: 14 OCT 2010	DATE:	REV NO: NA	

REBID - CASS GENERAL STORE - HEATING SYSTEM RENOVATION



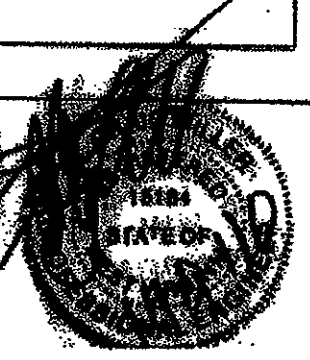
**WILLIAMS**  
 200 North American Blvd  
 Middletown, WV 26020  
 301-797-2200  
 301-797-2201  
 www.williams.com

**ADDENDUM 1**

**CHANGE IN DUCTWORK AND PIPING**

DATE: 14 OCT 2010

**REBID - CASS GENERAL STORE - HEATING SYSTEM RENOVATION**



HOT WATER BASEBOARD HEATER SCHEDULE				NOTES
NAME	CAPACITY (BTU/H)	MFR / MODEL	LENGTH	
BH-1	2344 W	QUARK / 98319730145	4'	USE WITH THERMOSTAT MODEL / QUARK 98319730135



**MILLER**  
ENGINEERING, INC.

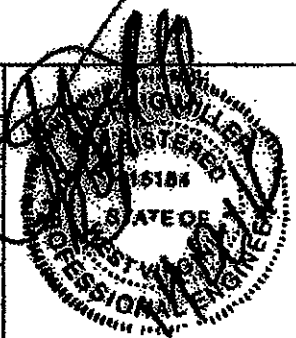
PA Office: 200 East Ave. Suite 2  
P.O. Box 18224  
Quakertown, PA 18224  
TEL: 610-867-0056  
www.millereng.com

WV Office:  
200 East Ave. Suite 2  
Martinsburg, WV 26026  
334-591-3224 ext  
334-591-2245 fax

**ADDENDUM 1**

DRAWN BY: NAM	DWG DESCRIPTION:  <b>BASEBOARD HEATER INFORMATION</b>	DWG NO: AD-01
PREP BY: BCM		SHEET REF: ME-8.1
DATE: 14 OCT 2010		RVT NO: NA

**REBID - CASS GENERAL STORE - HEATING SYSTEM RENOVATION**







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  
**DNR211043**

PAGE  
**1**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**C09123150**  
**A.J. Smith, Inc. dba Capital Builders**  
**4008 5th Street Road**  
**Huntington, WV 25701**

SHIP TO

**DIVISION OF NATURAL RESOURCES**  
**CASS SCENIC RAILROAD ST PARK**  
**ATTN: PARK SUPERINTENDENT**  
**BOX 107**  
**CASS, WV**  
**24927**                      **304-456-4300**

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/29/2010				

BID OPENING DATE: **11/16/2010**                      BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 2 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED BID CLARIFICATION CONTAINING TECHNICAL QUESTIONS AND ANSWERS THAT WAS OMITTED FROM ADDENDUM NO. 1 IN ERROR AND TO CLARIFY THAT THE PRE-BID MEETING WAS NON-MANDATORY.						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR211043 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B. J. Burgess</i>	<b>B. J. Burgess</b>	TELEPHONE <b>304-697-5002</b>	DATE <b>November 16, 2010</b>
TITLE <b>President</b>	FBN <b>55-0735961</b>	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](http://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).

OCTOBER 21, 2010

TO: ALL BIDDERS

REF: CASS SCENIC RAILROAD STATE PARK  
GENERAL STORE HVAC IMPROVEMENTS  
RFQ DNR211043

SUBJECT: ADDENDUM NO. 1

1. A copy of the Pre-Bid Meeting Sign-in Sheet is attached.
2. The below listed Project Manual Sections are deleted.
  - a. Delete Section 23 5233.14 "Stainless Steel Condensing Boilers"
  - b. Delete Section 15516 "Steel Water Tube Boilers"
  - c. Delete Section 23 3516 "Carbon Monoxide Exhaust Systems"
  - d. Delete Section 15950 "Testing and Balancing"
  - e. Delete Section 15065 "Motors for Mechanical Equipment"
  - f. Delete Section 15083 "HVAC Piping Insulation"
  - g. Delete Section 15182 "Hydronic Piping"
  - h. Delete Section 15183 "Hydronic Specialties"
  - i. Delete Section 15188 "HVAC Pumps"
  - j. Delete Section 15050 "Selective Mechanical Demolition"
3. Four drawing revisions are attached. Quotations must include subsequent changes in materials and labor.
  - a. AD-1 Ref E-1.2; Heaters Changed to Base Heaters.
  - b. AD-1 Ref E-1.3; Change in Panels
  - c. AD-1 Ref M-1.2; Change in Ductwork and Piping
  - d. AD-1 Ref ME-6.1; Baseboard Heater Information
4. The installation of a buried tank and construction of an exterior buried gas line are removed from the Scope of Work associated with this RFQ. The Park will secure a propane supply contract, including leased propane tanks. It is expected that the propane provider will provide tank(s), install the tank(s), construct the exterior buried gas line and install gas regulator at the building.
5. Technical Question: Vendor suggests two 1,000 gal. tanks would be less costly than one 2,000 gal. tank.

Response: This work is removed from the Scope of Work by Item No. 4, above.

6. **Technical Question: Will we be permitted to work past 5:00 pm each day?**  
**Response:** The permitted work hours for this project are 7:00 am to 7:00 pm, Mon – Sat.

7. **Technical Question: Request for substitution; Modine Units for Rezner Units?**  
**Response:** The proposed Modine Heater Units are an acceptable substitution for the specified Rezner Heater Units. However, the substitution request submittal included a vertical concentric vent kit. The plans call for the units to be vented through the side wall of the building; the contractor should investigate this prior to bidding to insure he has the correct accessories.



James G. Schotsch PE  
DNR Project Engineer

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

DUPLICATE

**Number:** WV032728

**Classification:**

GENERAL BUILDING

A J SMITH INC  
DBA CAPITAL BUILDERS  
4008 5TH STREET RD  
HUNTINGTON, WV 25701-9545

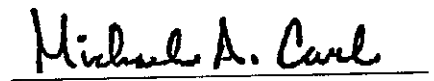
**Date Issued**

JULY 09, 2010

**Expiration Date**

JULY 09, 2011

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

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

**2009**

**WEST VIRGINIA  
STATE TAX DEPARTMENT**

**2011**

**BUSINESS REGISTRATION  
CERTIFICATE**

ISSUED TO:  
**A J SMITH INC  
DBA CAPITAL BUILDERS  
4008 5TH STREET RD  
HUNTINGTON, WV 25701-9545**

**BUSINESS REGISTRATION ACCOUNT NUMBER: 1043-2500**

This certificate is issued for the registration period beginning: **July 1, 2009**

This certificate is valid until: **June 30, 2011**

*This business registration certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

**This certificate is not transferrable and must be displayed at the location for which issued.**

**ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS  
REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU  
TO FINES PER W. VA. CODE § 11-9.**

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.**

August 5, 2010

A. J. Smith Inc DBA  
Capital Builders  
4008 Fifth Street Road  
Huntington WV 25701

Account Number: 40620-1

Dear Employer:

Workforce West Virginia has, at your request, researched their records and has found this account is in compliance with the West Virginia Unemployment Compensation Law.

Very truly yours,



Beverly Morris  
Assistant Director

ds

RECEIVED  
AUG 06 2010

.....

Audit and Compliance Section, Unemployment Compensation Division  
112 California Avenue, Charleston, WV 25305-0112  
304-558-2451

An agency of the Department of Commerce  
An equal opportunity employer/program and auxiliary aids are available upon request to individuals with disabilities.

[www.workforcewv.org](http://www.workforcewv.org)



# State of West Virginia

## BUREAU OF EMPLOYMENT PROGRAMS

CHARLESTON, WEST VIRGINIA      APRIL 13, 2004

THIS IS TO CERTIFY THAT

A.J. SMITH, INC., DBA  
CAPITAL BUILDERS, INC.

OF

HUNTINGTON, WV

HAS BEEN REGISTERED WITH THE WEST VIRGINIA BUREAU OF  
EMPLOYMENT PROGRAMS AS AN EMPLOYER UNDER THE  
PROVISIONS OF THE WEST VIRGINIA UNEMPLOYMENT  
COMPENSATION LAW AND HAS BEEN ASSIGNED THE ACCOUNT  
NUMBER 000040620-1

A handwritten signature in cursive script, reading "Luetta Muzzelle".

Acting Commissioner





400 Quarrier Street

Charleston, WV 25301-2010

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INFORMATION PAGE WC 00 00 01 (A)

RENEWAL OF POLICY NUMBER: WC10039658-06
POLICY NUMBER: WC10039658-07

INSURER: BRICKSTREET MUTUAL INSURANCE COMPANY

1. INSURED:
AJ SMITH INC
CAPITAL BUILDERS
4008 5TH STREET RD
HUNTINGTON WV 25701-9545

PRODUCER:
PUTNAM AGENCY
101 FIFTH AVE.
SECOND FLOOR
(304)522-6555
HUNTINGTON WV 25701

DIRECT BILL

Insured is a(n) CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

- 2. The policy period is from 04/05/2010 to 04/05/2011 12:01 A.M. at the insured's mailing address.
3. A. WORKERS COMPENSATION INSURANCE: Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
WEST VIRGINIA
B. EMPLOYERS LIABILITY INSURANCE: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:
Bodily Injury by Accident: \$1,000,000 Each Accident
Bodily Injury by Disease: \$1,000,000 Policy Limit
Bodily Injury by Disease: \$1,000,000 Each Employee
C. OTHER STATES INSURANCE: Part Three of the policy applies to the states, if any, listed here:
See West Virginia Limited Other States Insurance WC 99 03 05.
D. This policy includes these endorsements and schedules:
SEE LIST OF ENDORSEMENTS - EXTENSION OF INFORMATION PAGE
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made in accordance with Part Five of the Policy.

DATE OF ISSUE: 03/09/2010
ISSUING OFFICE: Charleston, WV
PRODUCER: PUTNAM AGENCY

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, A. J. Smith, Inc. dba Capital Builders, Inc.  
of Huntington, WV, as Principal, and United States Surety Company  
of Timonium, MD, a corporation organized and existing under the laws of the State of  
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
RFQ DNR211043 - Renovation of the Cass General Store HVAC System at Cass Scenic Railroad State Park -  
According to Plans & Specifications

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
16th day of November, 2010.

Principal Corporate Seal

A. J. Smith, Inc. dba Capital Builders, Inc.  
(Name of Principal)  
By B. J. Burgess  
B. J. Burgess (Must be President or  
Vice President)  
President  
(Title)

Surety Corporate Seal

United States Surety Company  
(Name of Surety)  
By: Patricia A. Moye  
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

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

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Unlimited\*\*\*\*\* Dollars (\$ \*\*\*unlimited\*\*\* )

This Power of Attorney shall expire without further action on December 8, 2012. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

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

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June, 2009.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



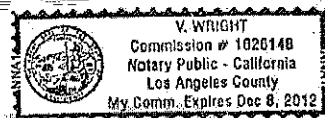
By: Daniel P. Aguilar, Vice President

State of California

County of Los Angeles SS:

On this 15th day of June, 2009, before me, V. Wright, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



Signature (Seal)

I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 16th day of November, 2009.

Corporate Seals



Jeannie J. Kim, Assistant Secretary

Bond No. Bid Agency No. 12116



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

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

I, B. L. Blower, after being first duly sworn, depose and state as follows:

- 1. I am an employee of A.J. Smith, Inc. dba Capital Builders; and,
2. I do hereby attest that A.J. Smith, Inc. dba Capital Builders maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

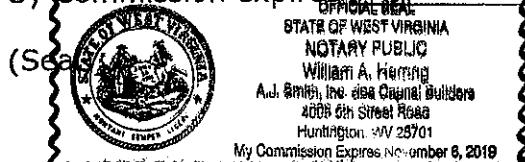
The above statements are sworn to under the penalty of perjury.

A.J. Smith, Inc. dba Capital Builders
(Company Name)

By: B. J. Burgess
Title: President
Date: November 16, 2010

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

By Commission expires November 6, 2019



Signature of Notary Public
(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.

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 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: A.J. Smith, Inc. dba Capital Builders

Authorized Signature: *B. J. Burdess* Date: November 16, 2010  
B. J. Burdess President

State of West Virginia

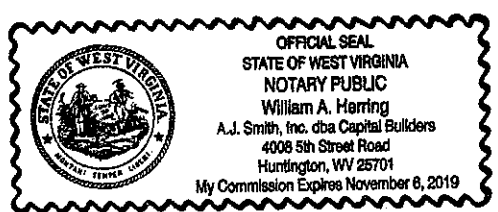
County of Wayne, to-wit:

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

My Commission expires November 6, 2019.

**AFFIX SEAL HERE**

NOTARY PUBLIC *Will A. Herring*





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  
 DNR211043

PAGE  
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE  
 C09123150  
 A.J. Smith, Inc. dba Capital Builders  
 4008 5th Street Road  
 Huntington, WV 25701

SHIP TO

DIVISION OF NATURAL RESOURCES  
 CASS SCENIC RAILROAD ST PARK  
 PATTN: PARK SUPERINTENDENT  
 BOX 107  
 CASS, WV  
 24927  
 304-456-4300

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
10/23/2010				

BID OPENING DATE: 11/16/2010 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO:						
1) PROVIDE THE ATTACHED BID CLARIFICATION CONTAINING TECHNICAL QUESTIONS AND ANSWERS.						
2) PROVIDE THE 4 ATTACHED DRAWINGS.						
3) PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR211043 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>B. J. Burgess</i>	B. J. Burgess	TELEPHONE 304-697-5002	DATE November 16, 2010
TITLE President	FAX 55-0735961	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](http://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).