



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
DNR211090

PAGE
7

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

Absten & Sons, LLC
3743 Winfield Road
Winfield, WV 25213

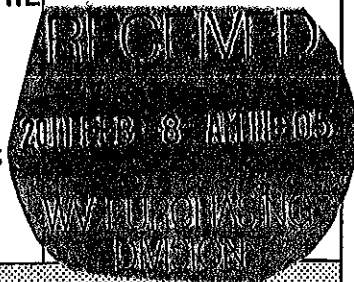
SHIP TO

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

| | | | | |
|-----------------------------------|---------------|----------|-----|---------------|
| DATE PRINTED 12/19/2010 | TERMS OF SALE | SHIP VIA | FOB | FREIGHT TERMS |
|-----------------------------------|---------------|----------|-----|---------------|

BID OPENING DATE: **02/08/2011** BID OPENING TIME **01:30PM**

| LINE | QUANTITY | UOP | CAT NO | ITEM NUMBER | UNIT PRICE | AMOUNT |
|---|----------|-----|--------|-------------|------------|--------|
| <p>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> <p>NO. 1 <input checked="" type="checkbox"/> <i>M-1.3A</i></p> <p>NO. 2 <input type="checkbox"/></p> <p>NO. 3 <input type="checkbox"/></p> <p>NO. 4 <input type="checkbox"/></p> <p>NO. 5 <input type="checkbox"/></p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE</p> | | | | | | |



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------|-----------|-----------------------------------|
| GNATURE | TELEPHONE | DATE |
| TLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |

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



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

PURCHASER

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

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| <p>SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p><i>Edward A. Absten</i>SIGNATURE <i>Absten & Sons LLC</i>COMPANY <i>2-7-2011</i>DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">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> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Absten & Sons LLC</i>.....</p> <p>CONTRACTORS LICENSE NO.: <i>WV 004708</i>.....</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> | | | | | | |

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

| | | |
|---------|-----------|------|
| GNATURE | TELEPHONE | DATE |
|---------|-----------|------|

| | | |
|-----|------|-----------------------------------|
| TLE | FEIN | ADDRESS CHANGES TO BE NOTED ABOVE |
|-----|------|-----------------------------------|

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

Name of Bidder:

Absten & Sons LLC

Address of Bidder:

3743 Winfield Road
Winfield WV 25213

Phone Number of Bidder:

304-757-2864

WV Contractors License No.

WV004708

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.

\$300,624.00

Written in numbers.

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

three hundred thousand six hundred twenty four dollars and no cents

Written in words.

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

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

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

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

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 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 Re Propane tank and installation | 02/01/2011 |
| | |
| | |
| | |

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

Respectfully submitted:

Date:

February 8, 2011

WV Vendor
Registration Number:

By: (signature in ink)



Title:

Member/ Manager

Firm Name:

Absten & sons llc

Firm Address:

3743 Winfield WV 25213

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

DNR21109D

Date:

Jan. 5, 2011

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: W. Haeley Miller Const.
 Firm Address: 1193 HERRINGVILLE ROAD
MARTINSBURG, WV 25405
 Representative Attending:
 Phone Number: TERRI Aikens
304-267-8959
 Fax Number: 304-267-3847
 Email Address: Taikens@plbnccontractors.com

Firm Name: Dawson's Home Center
 Firm Address: 99 business Park circle
 Representative Attending:
 Phone Number: David Omps
304-858-2111
 Fax Number: 304-938-3830
 Email Address: dawsonsgce@yahoo.com

Firm Name: Blaini Elmore Inc
 Firm Address: 1834 Valley Rd.
Boe Kaley Springs
W Va. 25411
 Representative Attending:
 Phone Number: Oliver "Butch" Swickard
304-258-3485
 Fax Number: 304-258-9769
 Email Address: hahaldeman@verizon.net

Firm Name: Ables & Sons LLC
 Firm Address: 3743 Whitfield Rd
W.D.R. WV 25215
 Representative Attending:
 Phone Number: John Gibson Terry Legg
(304) 757-2864
 Fax Number: (304) 586-3528
 Email Address: BJBrende@net.com

Firm Name: Surbau Plumbing
 Firm Address: 240 Scott Ave
 Representative Attending:
 Phone Number: Leroy DAWSEY
304 816 5573
 Fax Number:
 Email Address:

Firm Name: Suburban Plumbing, Heating and Contracting, LLC
 Firm Address: 240 Scott Ave, Ste #3
Marshalltown, WV 24508
 Representative Attending:
 Phone Number: Tom Turner
304 241 2377
 Fax Number: 304 246 1566
 Email Address: tomt109@yahoo.com

Agency DNR
REQ.P.O# DNR211090

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Absten & Sons LLC 3743 Winfield Road of Winfield WV, 25213, as Principal, and Western Surety Company of Sioux Falls, SD, 57117, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of 5% of amount bid (\$ 1.5%) 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 Renovation of old inn HVAC system at Cacapon State Park.

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 8th day of February, 2011

Principal Corporate Seal

Absten & Sons LLC
(Name of Principal)
By Edward L. Absten
(Must be President or Vice President)
Member/Manager
(Title)

Surety Corporate Seal

Western Surety Company
(Name of Surety)
[Signature]
Attorney-in-Fact

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Neely R Arthur Jr, David M Jennings, Timothy J White, Mary Ann Cline, Individually

of Winfield, WV, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 24th day of October, 2008.

WESTERN SURETY COMPANY



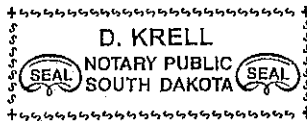
Paul T. Bruflat

Paul T. Bruflat, Senior Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of October, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
November 30, 2012



D. Krell

D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of February, 2011.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



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

STATE OF West Virginia

COUNTY OF Putnam, TO-WIT:

I, Edward Absten, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Absten & Sons LLC; and,
(Company Name)
- 2. I do hereby attest that Absten & Sons LLC
(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.

Absten & Sons LLC
(Company Name)


By: Edward Absten

Title: Member Manager

Date: 2-7-2011

Taken, subscribed and sworn to before me this 7 day of February - 11 -

By Commission expires October 29, 2017

(Seal)  Official Seal
Notary Public, State of West Virginia
Stephanie D. Wingate
4 Mill Creek Crossing
Hurricane, WV 25526
My Commission Expires October 29, 2017

Stephanie D. Wingate
(Notary Public)

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

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

West Virginia Code §6A-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: Absten & Sons LLC

Authorized Signature: Edward D. Absten Date: 2-7-2011

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 7 day of February, 2011.

My Commission expires October 29, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC Stephanie D. Wingate

