



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**Solicitation**

NUMBER
DNRB13028

PAGE
1

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

VENDOR

\*709053330      304-632-1558  
 DANHILL CONSTRUCTION COMPANY  
 PO BOX 685  
 GAULEY BRIDGE WV 25085

SHIP TO

DIVISION OF NATURAL RESOURCES  
 PARKS & RECREATION SECTION  
 324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228      304-558-3397

DATE PRINTED
09/13/2012

BID OPENING DATE: 10/16/2012      BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF NATURAL RESOURCES, IS SOLICITING BIDS FOR STRUCTURAL BEAM AND KITCHEN FLOOR REPAIRS AT TWIN FALLS RESORT STATE PARK PER THE ATTACHED DOCUMENTATION.						
***** THIS IS THE END OF RFQ DNRB13028 *****						TOTAL: <u>\$438,000.00</u>

RECEIVED  
 2012 OCT 23 PM 12:51  
 WV PURCHASING  
 DIVISION

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 304-632-1600	DATE 10-23-2012
TITLE <i>President</i>	FEIN 550648251	ADDRESS CHANGES TO BE NOTED ABOVE

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

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

| A pre-bid meeting will not be held prior to bid opening.

| A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

| A MANDATORY PRE-BID meeting will be held at the following place and time:

Twin Falls Resort State Park Lodge  
 RR 97  
 Mullens, WV 25882-0667

09/25/2012 at 1:30 PM

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

- 4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline:

Submit Questions to:   
  
  
  
 Fax:   
 Email:

- 5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

- 6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_  
SOLICITATION NO.: \_\_\_\_\_  
BID OPENING DATE: \_\_\_\_\_  
BID OPENING TIME: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus  convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:     Technical  
                   Cost

- 7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time:

10/16/2012 at 1:30 PM

Bid Opening Location:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

- 8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
- 9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 **"Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 **"Purchase Order"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 **"Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 **"Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

| | **Term Contract**

**Initial Contract Term:** This Contract becomes effective on [ ]  
[ ]  
and extends for a period of [ ] year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to [ ] successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

| ✓ | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within [ 120 ] days.

| | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.

| | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- | | **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - | | **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - [✓] **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - | | **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- [✓] **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

**Commercial General Liability Insurance:**  
 or more.

**Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>
<input type="checkbox"/>	<input type="text"/>



The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[ ]	[ ]	
[ ]	[ ]	
[ ]	[ ]	
[ ]	[ ]	

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**10. ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount

\$250.00 per day

for each day completion is delayed beyond 120 days

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

**14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

**15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

**18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

**20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

**21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
39. **CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.
40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

41. **LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

46. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
50. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- [    |   ] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total



contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:

Contractor's License No.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
  - ii. Name of each subcontractor
  - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
  - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**STRUCTURAL BEAM AND KITCHEN FLOOR REPAIRS  
TWIN FALLS STATE PARK**

**DIVISION OF NATURAL RESOURCES**

**INVITATION TO BID-1**

The Division of Natural Resources, Parks and Recreation, requests bids for structural repairs of the Structural Beam and Kitchen Floor Repairs, Twin Falls State Park, Wyoming County, West Virginia.

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:

Lauren Meek  
Chapman Technical Group  
200 6th Avenue  
St. Albans, WV 25177  
Telephone: 304-727-5501  
Fax Number: 304-727-5580

A non-refundable deposit of \$100.00 is required, plus shipping and handling for sets that are mailed.

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.

**STRUCTURAL BEAM AND KITCHEN FLOOR REPAIRS  
TWIN FALLS STATE PARK**

**DIVISION OF NATURAL RESOURCES**

**INFORMATION FOR BIDDERS-1**

**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. 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

**STRUCTURAL BEAM AND KITCHEN FLOOR REPAIRS  
TWIN FALLS STATE PARK**

**DIVISION OF NATURAL RESOURCES**

**INFORMATION FOR BIDDERS-2**

- 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.

DIVISION OF NATURAL RESOURCES

FORM OF PROPOSAL-1

Name of Bidder:

Address of Bidder:

Phone Number of Bidder:

SEE APPENDUM # 2

WV Contractors License No.

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

**Base Bid**

The Base Bid will consist of the replacement of a structural floor beam along with repair of the adjacent structure and finishes as well as the replacement of the tile floor in the kitchen with new tile and a water resistant membrane.

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

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

The contract award shall be based on the lowest base bid.

**Unit Prices**

**Unit Price #1 Concrete Floor Topping Replacement**

Provide a Unit Price by square foot to remove and replace 2 inch thick concrete topping to match the floor level of the existing topping.

Unit Price #1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to be added by Additive Alternate to the Base Bid, written in numbers.

See Addendum # 2

Unit Price #1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to be added by Additive Alternate to the Base Bid, written in words.

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.





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

STATE OF West Virginia

COUNTY OF Fayette, TO-WIT:

I, Robert D. Hill, after being first duly sworn, depose and state as follows:

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

Danhill Construction Company  
(Company Name)

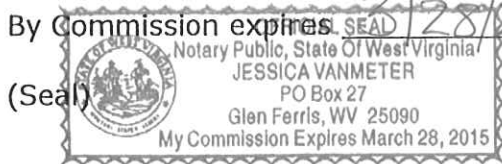
By: Robert D. Hill

Title: President

Date: 10/23/2012

Taken, subscribed and sworn to before me this 23 day of Oct. 2012.

By Commission expires 3/28/2015



Jessica VanMeter  
(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. DNRB13028

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

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

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

Authorized Signature: Robert D. Hill Date: 10/23/2012

State of West Virginia

County of Fayette, to-wit:

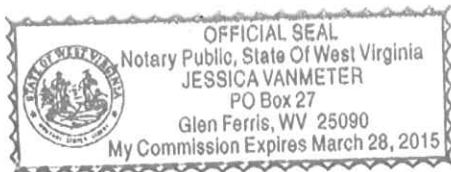
Taken, subscribed, and sworn to before me this 23 day of Oct, 2012.

My Commission expires March 23, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC

Jessica VanMeter





State of West Virginia

## **PURCHASING DIVISION**

### **Construction Bid Submission Review Form**

*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

#### **Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

#### **Errors that May Be Reason for Bid Disqualification Before Contract Award**

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Danhill Construction Company

(Company)

Robert D. Hill

(Authorized Signature)

Robert D. Hill, President

(Representative Name, Title)

304-632-1600

(Phone Number)

304-632-1501

(Fax Number)

10-23-2012

(Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**

**SOLICITATION NO.:** DNRB13028

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Danhill Construction Company  
Company

Robert D. Hill  
Authorized Signature

10-23-2012  
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Solicitation

NUMBER
DNRB13028

PAGE
1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

DIVISION OF NATURAL RESOURCES  
 PARKS & RECREATION SECTION  
 324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397

DATE PRINTED
09/27/2012

BID OPENING DATE: 10/18/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED DOCUMENTATION.		
0001	1	LS		968-42		
				GENERAL CONSTRUCTION		
***** THIS IS THE END OF RFQ DNRB13028 ***** TOTAL						\$ 438,000.00

SIGNATURE <i>Robert D. Hill</i>	TELEPHONE 304-632-1600	DATE 10-23-2012
TITLE <i>President</i>	FEIN 55-0648251	ADDRESS CHANGES TO BE NOTED ABOVE

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

SOLICITATION NUMBER: DNRB13028

Addendum Number: 01

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:** Bid opening extended to 10/18/12 @ 1:30PM

Technical question Deadline extended to 10/02/2012 at 4:00 PM

To provide Pre-bid Conference Information and Clarification

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM NUMBER 1**

Twin Falls Resort State Park  
Structural Beam and Kitchen Floor Repair  
RFQ # DNRB13028

Dated: September 27, 2012

This Addendum forms a part of the Contract Documents and modifies the original bidding Documents as noted below.

This Addendum consists of ten, (10) pages.

Pre-Bid Conference Information and Clarifications:

**Attending:** See attached sign-in sheets.

All questions regarding this project must be submitted to the Division of Purchasing. Addenda will only be issued by the Division of Purchasing.

The Pre-Bid Conference was intended to provide a general introduction to the project and the site conditions. Only responses included in formal Addenda shall be relied upon as requirements of the project. This includes discussion during the meeting or any dialogue with representative of the WV DNR Engineering, Twin Falls Resort State Park, or the Design Team.

1. Recent changes have been made to the state purchasing "Instructions to Vendors and Terms and Conditions" related to bidding. Contractors should pay careful attention to these changes. He also noted that contractors should closely follow all instructions to bidders when filling out bid forms and providing supplemental information.
2. It was specifically mentioned that the apparent low bidders will be required to provide a list of subcontractors within 24 hours of bid opening.
3. It is the intention to perform all necessary work to the kitchen floor and complete the work during the month of January, 2013.
4. Attention was called to the requirement for contractors to provide as part of their bid a temporary kitchen at the lodge during construction. It was noted that a basis of design kitchen was included in the back of the project manual for the contractors to reference. It was stated that an equal temporary kitchen supplier could be substituted so long as it meets all of the requirements listed for the basis of design.
5. If another kitchen is planned to be proposed, the vendor must propose a substitution request per the project documents. Said Substitution and any other proposed substitution must be submitted to Frank Whittaker at Purchasing Division by



10/2/2012. The request must include proof that the substitution item meets all of the requirements of the specified item as outlined in the "Information for Bidders".

6. Work hours shall be 8 am to 7 pm, Monday through Friday.
7. Coordinate utility disruptions with Scott Durham or Tara Sheets, park staff. Give a minimum of 1 week notice of any disruptions.
8. Discussed unit price requirement in bid form. All labor and materials related to the repair under the existing quarry tile. Refer to construction documents for quantities for bidding.
9. There will be an additive alternate for the kitchen floor to use Hubbellite 100 by Hubbellite America, Inc. or equal, in lieu of installing new quarry tile. Product information is attached. The revised Bid Form will be included with Addendum #2 issued after the close of technical questions.
10. List of pre-bid attendees is attached.

#### **Technical Questions**

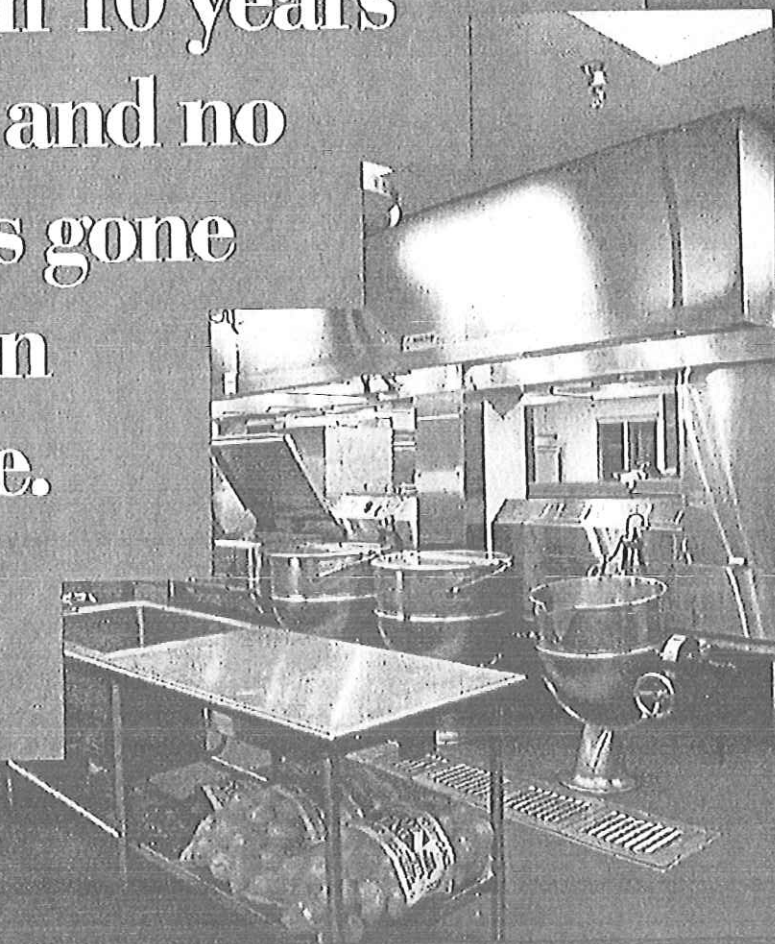
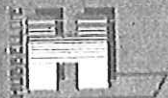
The deadline for questions is extended to Tuesday October 2, 2012 at 4:00pm.

#### **Bid Opening**

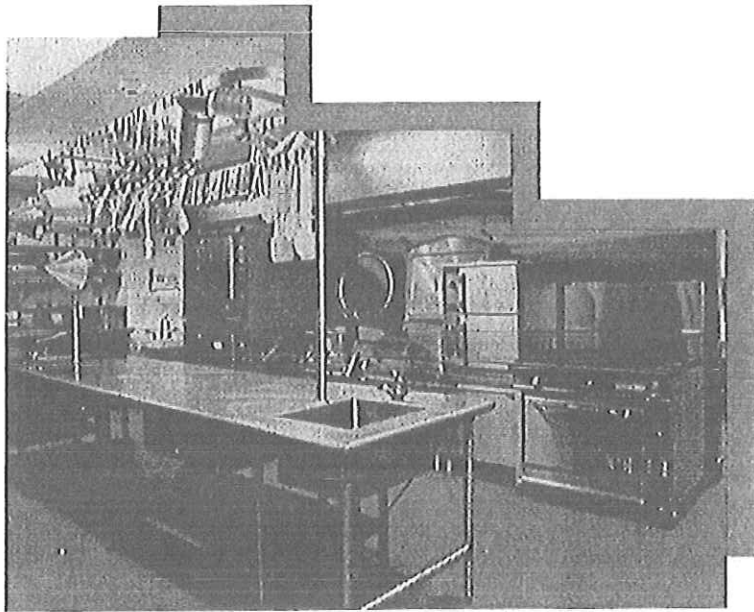
**Bid opening date will be extended to October 18, 2012.**

**End of Addendum**

This floor went  
down 10 years  
ago, and no  
one's gone  
down  
since.

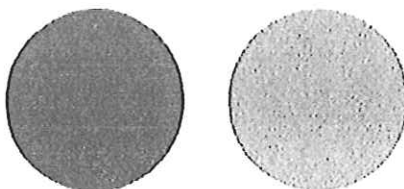


S E A M L E S S  
S A N I G E N I C<sup>®</sup>  
S L I P - R E S I S T A N T  
K I T C H E N F L O O R I N G



**HUBBELLITE'S HIGH  
SLIP-RESISTANCE  
MAKES IT THE  
SAFEST KITCHEN  
FLOORING IN USE  
TODAY.**

Food preparation and high traffic in commercial and institutional kitchens make slips and falls a constant problem. And a constant source of liability. The beauty of Hubbellite flooring is that it's innately slip-resistant whether wet or dry, and it has the ability to handle airborne fat and oil particles without compromising that slip-resistance. Add the fact that Hubbellite has no joints - and thus no porous grout to collect dirt and bacteria - and it's one of the best answers for the flooring problems food service operations face.



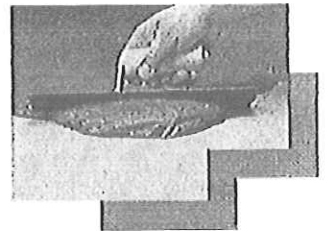
Hubbellite flooring is available in both red and grey.

**"The Allegheny Club has had a Hubbellite floor for 20 years and I'm a big believer in it. No accidents, no back problems . . . so comfortable underfoot . . . and easy to clean."**

*Alex DeCrco, Manager (ret).  
The Allegheny Club, Three Rivers Stadium*

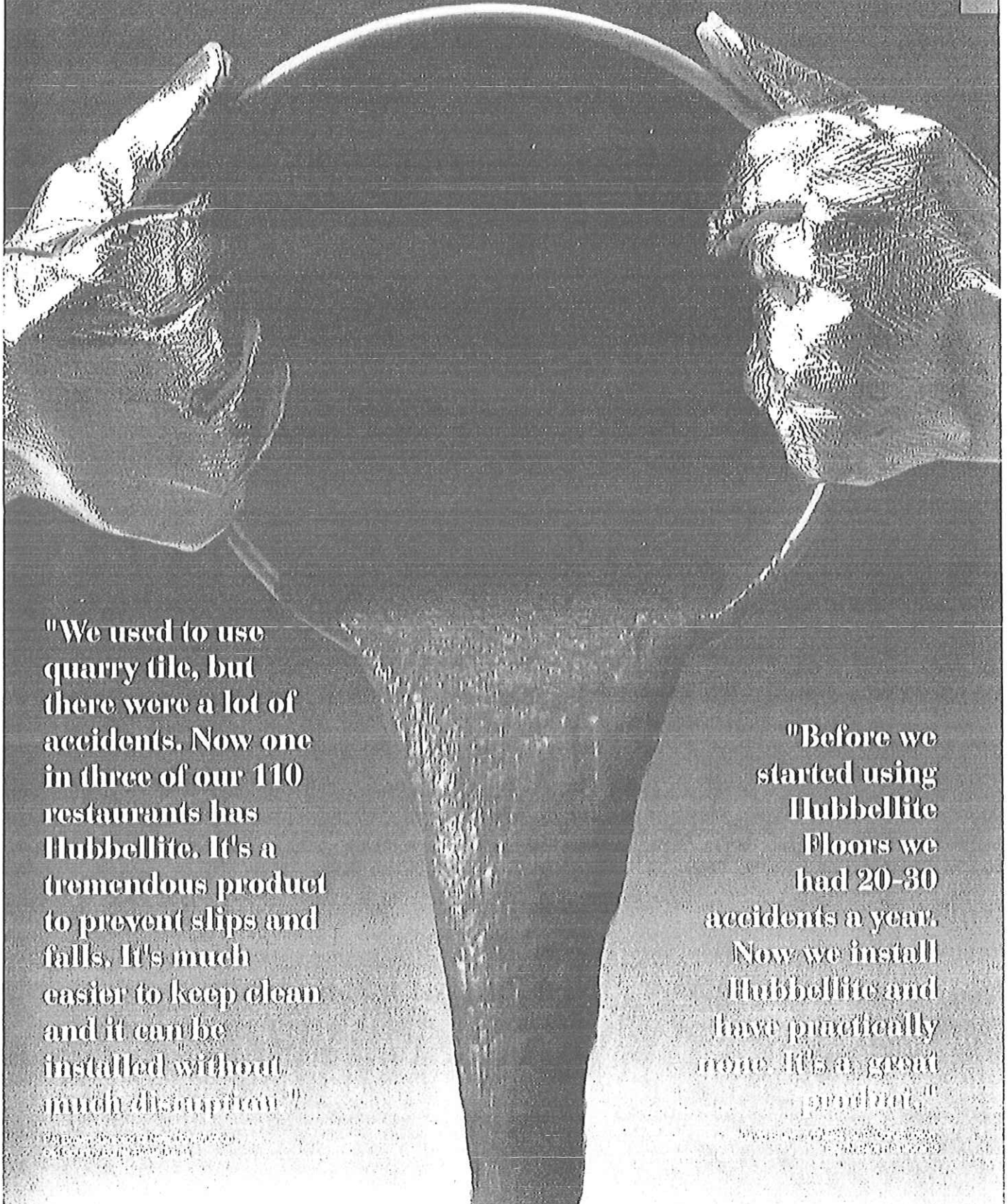
Safety is only one of the reasons hotels, restaurant chains, healthcare facilities and government institutions choose Hubbellite flooring.

- It's **SANIGENIC<sup>®</sup>**. With kitchen floors under constant attack from mold, fungus, bacteria and roaches, Hubbellite Sanigenic is the answer. Seamless surface means no joints to harbor dirt and decomposing food and the integral covered base makes it easier to keep clean.
- It's **COMFORTABLE**. Hubbellite is naturally resilient and provides a strong cushioning effect. Reduces foot, leg, and back problems usually experienced by employees working long hours on hard surfaces.
- It's **SEAMLESS**. No seams, no joints, no porous grout, nowhere for food to collect and decompose. Hubbellite floors are easier to clean and maintain, and more economical in the long run.
- It's **DURABLE**. With minimal maintenance, Hubbellite floors of 20, or even 30 years are not uncommon.
- It's **ECONOMICAL**. Considering cost per square foot per year of service, Hubbellite floors are a smart investment over other types of flooring. They install faster, last longer, can be maintained easier for less, and can significantly reduce liability.
- It's **AVAILABLE**. Hubbellite can be installed throughout the country by experienced, factory-trained installers.



S L I P - R E S I S T A N T

09700/HUB  
BuyLine:0810



"We used to use quarry tile, but there were a lot of accidents. Now one in three of our 110 restaurants has Hubblelite. It's a tremendous product to prevent slips and falls. It's much easier to keep clean and it can be installed without much disruption."

© 1997 Hubbell Incorporated  
Hubbell is a registered trademark of Hubbell Incorporated.

"Before we started using Hubblelite Floors we had 20-30 accidents a year. Now we install Hubblelite and have practically none. It's a great product."

© 1997 Hubbell Incorporated  
Hubbell is a registered trademark of Hubbell Incorporated.

### Hubbellite Sanigenic vs. quarry tile

Product	Hubbellite Sanigenic	Quarry Tile
Type	Seamless, trowel applied, 3/8" thick	Tile with grout joints
Resilience	Excellent	Poor (hard, brittle surface)
Slip-Resistance	Excellent - most slip-resistant kitchen flooring available. Additionally, no joints to trip on.	Marginal
Appearance	Good	Good
Weight	3.2 lbs./sq. ft.	5 lbs. (avg.) / sq. ft.
Chemical Resistance Common food acids and sugar - alkalis	Excellent	Excellent*
Odor Prevention	Excellent	None
Maintenance	Minimal. Detergent and water cleanup (no joints, no surface grit)	Detergent and water cleanup*
Limitations	Minimal - see Tech — Data sheet	Minimal

Note 1: Items designated by (\*) indicate that grout material may affect this characteristic.

Note 2: Porosity and absorptive quality of tile may affect its cleanability.

Note 3: Usage of abrasive quarry tile will increase maintenance.

### Hubbellite Sanigenic vs. epoxy floors

General: Both Hubbellite and epoxies provide a flooring surface which is seamless and chemical resistant.

Product	Hubbellite	Epoxy
Thickness	3/8" - 1/2"	1/16" - 3/16"
Resilience	Excellent	Minimal
Dustproof	Excellent	Excellent
Slip-Resistance	Excellent*	Minimal
Odor Prevention	Excellent	None Reported
Flammability	Incombustible	May liberate toxic fumes upon inflammation.
Installation	May be installed over virtually any surface. Material non-toxic during installation to installer or nearby personnel.	Limitations on substrate. Toxicity of epoxy fumes must be controlled during installation.
Maintenance	Sealer applied at installation. No further applications necessary for life of floor. Detergent and water cleanup.	Requires periodic reapplication of topcoat. Detergent and water cleanup.
Limitations	Minimal. See Tech — Data sheet.	For kitchen applications, see following notes.

Note 1\*: The material composition of Hubbellite is innately more slip resistant than epoxy composition floors.

Note 2: Hubbellite exhibits the capacity to handle particles of oil and fats without compromise of slip-resistance characteristics.

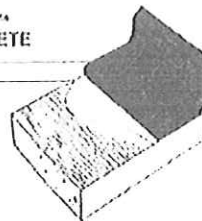
#### IMPORTANT NOTE:

- Epoxy floors are severely limited by temperature extremes and are subject to delamination at moderately high temperature areas (above 180 degrees F.) and are not recommended for low temperature areas (i.e. walk-in coolers and freezers). Hubbellite Sanigenic is strongly recommended for the above areas.
- Hubbellite installations utilize the placement of expansion strips at intervals calibrated to ensure a uniform 3/8" thickness and flatness and to negate the effects of minimally differing thermal expanding and contracting coefficients of Hubbellite and the concrete substrate.
- Due to the extreme thinness of the epoxy surfaces (1/16" - 3/16"), expansion joints cannot be utilized, thus increasing the possibility of uneven surfaces and failure due to cracking.

#### NEW CONCRETE

3/8" Minimum Hubbellite  
OLD CONCRETE  
1/2" Hubbellite

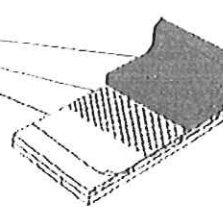
Latic Bonding Agent



#### NEW AND OLD WOOD FLOORS

1/2" Hubbellite  
2.5 Metal Lath  
15 lb. Gravel  
Felt Paper

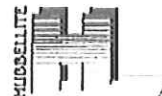
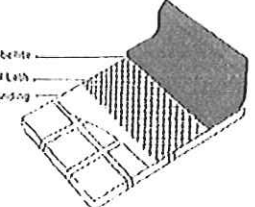
Felt Paper



#### QUARRY TILE

1/2" Hubbellite  
2.5 Metal Lath  
Latic Bonding Agent

Latic Bonding Agent



HUBBELLITE America, Inc.

P.O. Box 18047  
Pittsburgh, PA 15236  
Ph: 412.885.4950  
Fax: 412.885.5052  
Email: hubbellite@earthlink.net

# TECH-DATA

**1. PRODUCT NAME**  
 Hubbellite® Type 100 Sanogenic®  
 Troweled Seamless Flooring

**2. MANUFACTURER**  
 HUBBELLITE AMERICA, INC.  
 Pittsburgh, PA  
 P.O. Box 18047  
 Pittsburgh, PA 15236  
 PH: 412.885.4850  
 FAX: 412.885.5052  
 Email: hubbellite@earthlink.net

*Applicable Standards:*  
 Hubbellite Type 100 Sanogenic is approved by the United States Department of Agriculture (USDA). Hubbellite 100 fully complies with all OSHA safety standards.

**4. TECHNICAL DATA**

**TABLE 1 — SLIP-RESISTANCE**  
 Apparatus — NBS Bringraber Slip Tester  
 Six readings each with wet and dry samples  
 Static coefficient of friction results

Dry sample	Wet (water) sample
.79	.74
.76	.75
.76	.73
.75	.73
.76	.71
.80	.73
<b>Avg. Coef. of Friction</b>	<b>.77</b>

**3. PRODUCT DESCRIPTION**

Hubbellite Type 100 Sanogenic is a 3/8" seamless, trowel-applied commercial and institutional flooring material containing cupric oxychloride cement. Hubbellite Type 100 Sanogenic flooring is slip-resistant, resilient, long lasting and economical.

*Basic Uses:*

- Commercial Kitchens
- Institutional Kitchens
- Walk-In Freezers and Coolers
- Locker Rooms
- Industrial Uses —
  - Areas of likely solvent or petroleum spillage
  - Areas subject to heavy loads
  - Abrasive service
  - Areas of heavy truck, fork lift and air pallet traffic
  - Meat and poultry processing plants
  - Food processing plants

*Other Uses:*

- All areas where sanitation is of importance
- Over existing quarry tile (1/2")
- Over existing wood floors (1/2")
- Over old concrete (1/4")
- Over new concrete (1/8")

*Composition and Materials:*

Hubbellite Type 100 Sanogenic is derived from cupric oxychloride cement with additives to enhance its unique characteristics.

*Limitations:* Hubbellite Type 100 Sanogenic should not be used:

- In free running water areas
- In high concentration acid areas
- For exterior use
- Over lightweight fills

**TABLE 2 — PERFORMANCE CHARACTERISTICS**

Modulus of Elasticity	ASTM C-580	4.3 x 10 <sup>6</sup>
Co-Efficient of Thermal Expansion	ASTM C-531	6 x 10 <sup>-6</sup> in./in./°F.
Fire Resistance	Incombustible	
Abrasion Resistance	ASTM C-501	33.01 Wear Index
Tensile Strength	ASTM C-531	2350 PSI
Adhesive Strength		520 PSI
Compressive Strength	ASTM C-579 Method B	5000 PSI
Chemical Resistance	ASTM C-267-82	
Effect of Food Acids and Sugars		No Effect
Effect of Alkalies		No Effect
Effect of Petroleum Products		No Effect

Note: Specific Data Available Upon Request

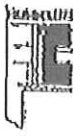
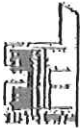
**TABLE 3 — RESILIENCE**

Resilience Resiliometer Tests (1/2" Steel Ball — 40° Drop)

TYPE FLOOR	RETURN HEIGHT
Hardwood (on sleepers)	7" ± 0.5"
Hubbellite 1/4" (over 3" concrete)	6" ± 1.0"
Hubbellite 3/8" (over 3" concrete)	9" ± 1.0"
Rubber Tile (over 3" concrete)	8" ± 0.5"
Asphalt Tile (over 3" concrete)	21" ± 1.5"
Concrete (3" Slab Fin. Surface)	21" ± 1.5"
Terrazzo (Portland Cement)	28" ± 1.0"
Quarry Tile (Cement Set)	30" ± 1.5"

**9** SPECIAL FLOORING  
 Seamless Cupric Oxychloride

Hubbellite America, Inc.  
 April 1995



Hubbellite America, Inc.  
 April 1995

**9** SPECIAL FLOORING  
 Seamless Cupric Oxychloride

## 5. INSTALLATION

Subfloor preparation for new and old concrete, new and old wood floors and over existing quarry tile in strict accordance with manufacturer's printed instructions.

**Installation:** Factory trained and approved installers will place Hubbellite Type 100 Sanigonic in strict accordance with manufacturer's printed instructions. Minimum thickness at any point on the floor must be  $\frac{3}{8}$ ".

4"-6" Integral cove base should be detailed on drawings. The Hubbellite mixture is flattened out by darbying and is steel trowelled at least 3 times at intervals to provide a surface having a smooth dense glaze.

**Precautions** --- All work is to be performed by an approved Hubbellite installer. Heat is to be provided so that the floor temperature is kept at a minimum of 65° F. for a period of 48 hours before work starts and continuously for 14 days after Hubbellite installation is complete.

## 6. AVAILABILITY AND COST

**Availability:** Hubbellite Type 100 Sanigonic representatives and approved installers are available throughout the U.S.

**Cost:** Due to project variability, cost estimates are best

provided by local distributors and approved applicators. Call Hubbellite America, Inc. (412) 741-0500 for nearest contact.

## 7. WARRANTY

Manufacturer warrants only that the product, in base form, conforms to the specifications set forth herein. Approved Hubbellite installers will warrant the installation as being free of defects in material and workmanship for a period of one year from the date of completion of the product installation, provided that Hubbellite maintenance instructions are complied with.

THE WARRANTY DESCRIBED IN THE ABOVE PARAGRAPH SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The buyer's exclusive remedy shall be for replacement of the product or refund of the purchase price in the event that a defective condition of the product should be found to exist. NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS,

LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO THE BUYER.

Technical and application information herein is provided for the purpose of establishing a general profile of the product and proper application procedures. Test performance results were obtained in a controlled environment and manufacturer makes no claim that these tests or any other tests, accurately represent all environments.

## 8. MAINTENANCE

Defolgent and water cleanup with thorough rinsing. Hubbellite Red Buffing Dressing may be applied periodically.

## 9. TECHNICAL SERVICES

Technical service is available from Hubbellite America, Inc. or from local representative.

## 10. FILING SYSTEMS

Sweet's Catalog File 09700/ HUB. Guide Specifications arranged in standard CSI section format are available upon request. Additional information, test data and brochures are available upon request.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number DMRB 13028 Date 09-25-12 Park Twin Falls - Structural Beam & Kitchen Floors

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.

<p>Firm Name: <u><del>Leslie</del> WVDNR</u> Firm Address: <u>324 4TH AVE</u> <u>SOUTH CHARLESTON, WV</u></p> <p>Representative Attending: <u>Leslie Leslie</u> Phone Number: <u>304 558 2764</u> Fax Number: <u>304 558-0077</u> Email Address: <u><del>leslie@wvdnr.gov</del> leslie@wvdnr.gov</u></p>	<p>Firm Name: <u>Darrell Coats Co.</u> Firm Address: <u>P.O. BOX 685</u> <u>Charley Ridge, W.V. 25285</u></p> <p>Representative Attending: <u>Chris Ozier</u> Phone Number: <u>304-632-1600</u> Fax Number: <u>304-632-1501</u> Email Address: <u>C.ozier 33 Puffin Court</u></p>
<p>Firm Name: <u>AS Structural Engineers</u> Firm Address: <u>PO Box 469</u> <u>Alum Creek WV 25003</u></p> <p>Representative Attending: <u>Carol Stevens</u> Phone Number: <u>304 756-2564</u> Fax Number: <u>304 756-2565</u> Email Address: <u>calalane@aol.com</u></p>	<p>Firm Name: <u>BCPS CONSTRUCTION GROUP, INC.</u> Firm Address: <u>927 ROUTE 910, SUITE 200</u> <u>CHESWICK, PA 15024</u></p> <p>Representative Attending: <u>DAVE BAUM</u> Phone Number: <u>412-224-2900</u> Fax Number: <u>412-767-0628</u> Email Address: <u>dbaum@bcpsconstructiongroup.com</u></p>
<p>Firm Name: <u>CLAYMAN TECHNICAL GROUP</u> Firm Address: <u>200 SIXTH AVE</u> <u>ST. ALBANS, WV 25107</u></p> <p>Representative Attending: <u>Tom Cloer</u> Phone Number: <u>(304) 707-5501</u> Fax Number: <u>(304) 707-5500</u> Email Address: <u>TCLOER@CLAYMAN.COM</u></p>	<p>Firm Name: <u>WUDOR</u> Firm Address: <u>PO Box 667</u> <u>Mullen WV 25882</u></p> <p>Representative Attending: <u>Tara Sheets</u> Phone Number: <u>304-284-4000</u> Fax Number: <u>304-284-5000</u> Email Address: <u>Tara.Sheets@wv.gov</u></p>



PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number DWRB R028 Date 9/25/12 Park Twin Falls - STRUCTURAL BEAM REPAIR  
& KIRKMAN PLOIN

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.

<p>Firm Name: <u>LV DNR</u></p> <p>Firm Address: <u>324 4th Ave</u> <u>S. Charleston, WV</u></p> <p>Representative Attending: <u>Carilyn Mansberger</u></p> <p>Phone Number: <u>204 558-2724</u></p> <p>Fax Number: _____</p> <p>Email Address: <u>Carilyn.M.Mansberger@wv.gov</u></p>	<p>Firm Name: <u>MAIN STREET BUILDERS</u></p> <p>Firm Address: <u>PO Box 309</u> <u>PRINCETON, WV 24740</u></p> <p>Representative Attending: <u>CHRIS HALL</u></p> <p>Phone Number: <u>OFFICE 304-487-3912 CELL 304-922-0537</u></p> <p>Fax Number: <u>304-425-2171</u></p> <p>Email Address: <u>Chall@msbww.com</u></p>
<p>Firm Name: _____</p> <p>Firm Address: _____</p> <p>Representative Attending: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p>	<p>Firm Name: _____</p> <p>Firm Address: _____</p> <p>Representative Attending: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p>
<p>Firm Name: _____</p> <p>Firm Address: _____</p> <p>Representative Attending: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p>	<p>Firm Name: _____</p> <p>Firm Address: _____</p> <p>Representative Attending: _____</p> <p>Phone Number: _____</p> <p>Fax Number: _____</p> <p>Email Address: _____</p>

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DNRB13028**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Danhill Construction Company  
 Company

Robert D. Hill  
 Authorized Signature

10-23-2012  
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
 Revised 6/8/2012



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

WV PURCHASING ACA SECT Fax 304-558-4115

Oct 5 2012 03:31pm P001/013

DNRB13028 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Danhill Construction Company  
 PO Box 685  
 Gauley Bridge, WV 25085

SHIP TO

DIVISION OF NATURAL RESOURCES  
 PARKS & RECREATION SECTION

324 4TH AVENUE  
 SOUTH CHARLESTON, WV  
 25303-1228 304-558-3397

DATE PRINTED:  
 10/05/2012

BID OPENING DATE: 10/23/2012 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED DOCUMENTATION.		
0001	1	LS	968-42	GENERAL CONSTRUCTION		
***** THIS IS THE END OF RFQ DNRB13028 ***** TOTAL:						438,000. <sup>00</sup>

SIGNATURE: Robert D. Hill TELEPHONE: 304-632-1600 DATE: 10-23-2012  
 TITLE: President FEIN: 55-0648251 ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: DNRB13028****Addendum Number: 02**

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:** Bid opening date and time: 10/23/2012 at 1:30 PM  
Provide the attached Revised Pricing pages, Drawings SK-1, SK-2, and SK-3

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ADDENDUM NUMBER 2**

Twin Falls Resort State Park  
Structural Beam and Kitchen Floor Repair  
RFQ # DNRB13028

Dated: October 4, 2012

This Addendum forms a part of the Contract Documents and modifies the original bidding Documents as noted below.

This Addendum consists of ten, (10) pages, three of which are drawings and three of which are a revised Form of Proposal.

**Technical Questions**

The drawings request the storefront system to be detached and reset in order to achieve the installation of the new structural support. The existing storefront is an Old Kawneer Nu-Core System and detaching and resetting is not possible due to the fastening procedures of this system. *See attached sketches SK-1 and SK-2 to more fully describe the work to replace the store front. We will plan to re-use the glazing (glass) and doors/hardware and wood rail on the inside.*

Question: Should the Bidders bid to install a new storefront system due to the existing storefront systems fabrication not allowing the system to be salvageable? *Yes, per the information included in this addendum.*

Question: Is YKK an acceptable manufacturer for a new storefront system? *Yes, as long as the storefront system matched the color, profile, etc as the existing one.*

Question: Should the Architect provide specifications for storefront entrances, glazing and hardware? *Information is included with this addendum.*

Will the Owner conduct Asbestos testing on the utilities located at the renovation areas? *It is likely that there is some asbestos containing materials. The area involved in the project will be tested and the owner will have it removed prior to commencement of the project.*

Who will be responsible for abating any asbestos if asbestos is located in the renovated areas? *Owner will have any asbestos abated.*

The drawings do not indicate for the Contractor to repair the ceiling finishes in the Wildlife Room. In the pre-bid meeting the Owner stated that Twin Falls employees would perform this work. Is this correct? *Yes.*

Will the Architect provide specifications for the Alternate Floor finish in the kitchen? *Yes, it was provided in Addendum #1.*

How long must the Contractor hold their bid before an award is issued? *The agency intends to award the bid as soon as possible.*

Where will the temporary kitchen be staged? *Refer to SK-3 for the general location that we prefer for the temporary kitchen.*

How far from a power source will the temporary kitchen be? *Refer to SK-3 for the general location that we prefer for the temporary kitchen. The contractor will provide temporary electrical service from the owners building as necessary. The contractor will comply with all required codes for this temporary electrical power.*

How far from a sanitary sewer will the temporary kitchen be? *Refer to SK-3 for the general location that we prefer for the temporary kitchen. The contractor will provide temporary sanitary sewer service to the owners building or existing sanitary sewer as necessary. The contractor will comply with all required codes for this service.*

How far from a water-supply will the temporary kitchen be? *Refer to SK-3 for the general location that we prefer for the temporary kitchen. The contractor will provide temporary water service from the owners building as necessary. The contractor will comply with all required codes for this service. The contractor will provide some means of draining the water connection or otherwise preventing from freezing in inclement weather.*

How far will the temporary walkway from the temporary kitchen to the facility need to be? *The contractor shall provide a 4 foot wide covered walkway from the temporary kitchen area shown on the attached sketch SK-3. This distance will vary depending on the exact location for the kitchen. It could be as much as 20 feet or more.*

Who is responsible for contacting the State Fire Marshall Office for an occupancy permit for the temporary kitchen? *The Contractor.*

Who is responsible for obtaining a permit for the temporary kitchen from the Department of Health? *The Contractor.*

During the pre-bid meeting the Owner stated the Park Employees would remove all loose kitchen appliances, silver-ware, pots and pans etc. The Contractor is responsible for moving all other appliances and staging in dining hall. The Contractor is also responsible for relocating the appliances back to the original location and reinstall all utilities to the appliances. Is this correct? *Yes, refer to drawings.*

The specifications has a section under Division 1. Section 01050-Field Engineering. How much of this spec pertains to the Scope of Work on this project? *Section was included due to requirement of shoring to be designed by a WV Professional Engineer.*

The specification has a section under Division 1. Section 01200-Project Meetings. Who is responsible for recording and distributing Progress Meeting Notes? *Architect/Engineer will record and distribute Progress Meeting Notes.*

The existing finishes on the existing beams and concrete planks have been painted. Are we to paint the repair work on the concrete planks? Are we to paint the newly installed masonry and drywall? Will the Architect provide specifications if painting is required? *Prime and paint using Sherwin Williams products appropriate for each material/surface type.*

Where is the temporary kitchen to be located/how far from the building entrance will it be? *Refer to SK-3, attached.*

What is the weathertight enclosure between the kitchen and building to be made of? *We recommend using 2x4's, plywood and roll roofing. Covering the sides with 6 mill clear plastic may be sufficient but will likely require the contractor to maintain the covering periodically. The intent is to provide a dry walkway for food to be transported between the temporary kitchen and the exit stairwell adjacent to the lodge.*

Will the temporary enclosure need to be heated? If so, what type of heating device is required? *No, none.*

The temporary kitchen will need water & electric. Where will that be pulled from? I am still waiting for the kitchen manufacturer to send all details, so I do not know for what type of each is required. *The Contractor will provide temporary electric, water, and sewer to or from the temporary kitchen from or to our existing building. Service is available from various sources in the building's mechanical room and adjacent to the building.*

### **Bid Opening**

Bid opening date will be extended to October 23, 2012.

### **Notes**

#### **Alternates:**

#### **Alternate # 1: Seamless Trowel Applied Flooring in lieu of Quarry Tile.**

Bidder shall provide a lump sum cost including all equipment, materials, and labor to be added to or deleted from the Base Bid to delete the Quarry Tile Floor Finish complete and provide a seamless Trowel Applied Floor Finish instead as indicated. Under this Alternate, the new floor finish shall be the trowel applied product "Hubbellite 100 by Hubbellite America, Inc. or an approved equal.

On the Form of Proposal the Bidder will indicate whether the cost is to be added to or deleted from the Base Bid by crossing out the option (added to / deleted from) that does not apply.

The successful Bid will be determined by the Base Bid amount plus any additive or deductive alternates as the case may be.

**Unit Prices:****Unit Price #1 Concrete Floor Topping Replacement**

The condition of the concrete topping substrate is unknown. Once the existing flooring is removed, the Owner will observe the concrete topping substrate with the Contractor to determine the amount, if any, of substrate that must be replaced.

For bidding purposes, on the Form of Proposal, the Bidder shall provide a Unit Price including all equipment, materials, and labor necessary to remove and replace ten (10) square feet of 2 inch thick concrete topping to match the floor level of the existing topping, prepared and ready to receive the new Floor Finish.

The replacement of this 10 square feet of concrete floor topping will be included in the base bid. Should additional concrete floor topping require replacement as recommended by the engineer, this Unit Price will also be used as the basis for negotiation of a change order request.

**End of Addendum**



**STRUCTURAL BEAM AND KITCHEN FLOOR REPAIRS  
TWIN FALLS STATE PARK**

11015.03  
MAY 2012

**DIVISION OF NATURAL RESOURCES**

**FORM OF PROPOSAL-1 Revised**

Name of Bidder:

Danhill Construction Company

Address of Bidder:

P.O. Box 685 Casley Bridge, W.V. 25085

Phone Number of Bidder:

304-632-1600

WV Contractors License No.

WV001196

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

**Base Bid**

The Base Bid will consist of the replacement of a structural floor beam along with repair of the adjacent structure and finishes as well as the replacement of the tile floor in the kitchen with new tile and a water resistant membrane.

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

\$ 438,000.<sup>00</sup>

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

Four hundred Thirty-Eight  
THOUSAND DOLLARS + ZERO CENTS

The contract award shall be based on the lowest base bid plus any additive or deductive alternates selected.

**Additive/Deductive Alternate**

**Alternate # 1: Seamless Trowel Applied Flooring in lieu of Quarry Tile.**

Provide a lump sum cost to be [added to] / [deleted from] (cross out option that does not apply) the Base Bid to delete the Quarry Tile Floor Finish complete and provide a seamless Trowel Applied Floor Finish instead as indicated.

Alternate # 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$ 12,000.00

Alternate # 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Twelve Thousand Dollars & Zero CENTS.

**Unit Prices**

**Unit Price #1 Concrete Floor Topping Replacement**

Provide a Unit Price to remove and replace ten (10) square feet of 2 inch thick concrete topping to match the floor level of the existing topping.

Unit Price #1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to be added by Change Order to the Base Bid, written in numbers.

\$ 175.00

Unit Price #1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, to be added by Change Order to the Base Bid, written in words.

ONE Hundred Seventy-Five Dollars and Zero CENTS.

For bidding purposes, on the Form of Proposal, the Bidder shall provide a Unit Price including all equipment, materials, and labor necessary to remove and replace ten (10) square feet of 2 inch thick concrete topping to match the floor level of the existing topping, prepared and ready to receive the new Floor Finish.

The replacement of this 10 square feet of concrete floor topping will be included in the base bid. Should additional concrete floor topping require replacement as

**STRUCTURAL BEAM AND KITCHEN FLOOR REPAIRS  
TWIN FALLS STATE PARK**11015.03  
MAY 2012**DIVISION OF NATURAL RESOURCES****FORM OF PROPOSAL-3Revised**

recommended by the engineer, this Unit Price will also be used as the basis for negotiation of a change order request.

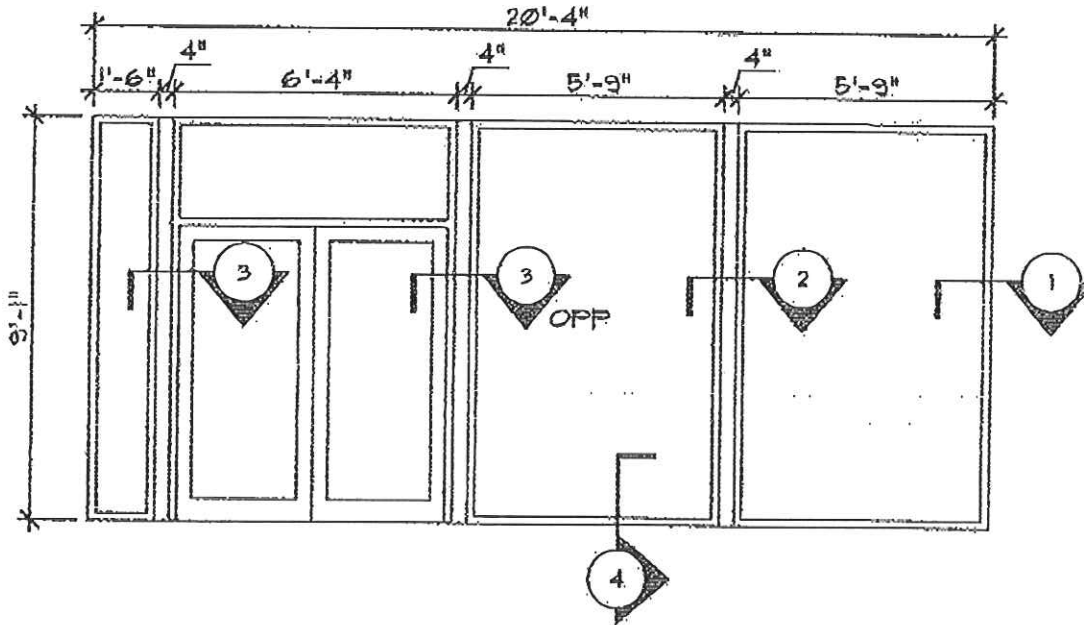
**PROGRESS PAYMENTS** - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed 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.

**CONSTRUCTION NOTES:**

1. PROVIDE NEW ALUMINUM STOREFRONT SYSTEM TO MATCH EXISTING.
2. SALVAGE EXISTING GLASS AND REINSTALL IN NEW STOREFRONT SYSTEM. PROVIDE NEW GASKETING, SEALS, ETC. FOR A COMPLETE WATER TIGHT GLAZING INSTALLATION.
3. SALVAGE EXISTING DOORS AND HARDWARE AND REINSTALL IN NEW STORE FRONT SYSTEM. PROVIDE NEW WEATHER STRIPPING, SWEEPS AND ALUMINUM THRESHOLD.
4. SALVAGE EXISTING WOOD RAIL AND BRACKETS ON INSIDE OF STOREFRONT SYSTEM. REINSTALL WOOD RAIL AND BRACKETS AT SAME ELEVATION ON NEW STOREFRONT SYSTEM.



**STOREFRONT ELEVATION**

SCALE: 1/4" = 1'-0"

**NOTES:**

**1. BASIS OF DESIGN:**  
SERIES:

KAUWEER ALUMINUM STOREFRONT SYSTEM  
TRIFAB V6 ABIT (THERMAL) FRAMING SYSTEM

FRAMING MEMBER PROFILE: 2" x 4-1/2" NOMINAL DIMENSION, CENTER, STRUCTURAL SILICONE OR WEATHER SEAL GLAZED, (TYPE B), SCREW SPLINE SHEAR BLOCK, STICK OR FUNCHED OPENING FABRICATION.

FINISH/COLOR: TO MATCH EXISTING, FINAL SELECTION TO BE MADE BY ARCHITECT.

INSTALLATION: COMPLY WITH MANUFACTURER'S WRITTEN INSTRUCTIONS.

METAL PROTECTION: WHERE ALUMINUM WILL CONTACT DISSIMILAR METALS, PROTECT AGAINST GALVANIC ACTION BY PAINTING CONTACT SURFACES WITH PRIMER OR APPLYING SEALANT OR TAPE, OR BY INSTALLING NONCONDUCTIVE SPACERS AS RECOMMENDED BY MANUFACTURER FOR THIS PURPOSE.  
WHERE ALUMINUM WILL CONTACT CONCRETE OR MASONRY, PROTECT AGAINST CORROSION BY PAINTING CONTACT SURFACES WITH BITUMINOUS PAINT.

WARRANTY: MANUFACTURER'S STANDARD FORM IN WHICH MANUFACTURER AGREES TO REPAIR OR REPLACE COMPONENTS OF STOREFRONT SYSTEM THAT FAIL IN MATERIALS, WORKMANSHIP OR FINISHES WITHIN 2 YEARS FROM DATE OF SUBSTANTIAL COMPLETION.

**2. CONTRACTOR SHALL FIELD VERIFY ALL ALUMINUM STOREFRONT DIMENSIONS.**

ONE STRUCTURAL ENGINEERING, INC.  
P.O. BOX 408  
ALUM CREEK, WEST VIRGINIA, 26040-0408  
WOOD: 804-785-2844  
FAX: 804-785-3886  
EMAIL: ONA@ONESE.COM

**Structural Engineering, Inc.**  
STRUCTURAL DESIGN / COMMERCIAL / INDUSTRIAL / GOVERNMENTAL

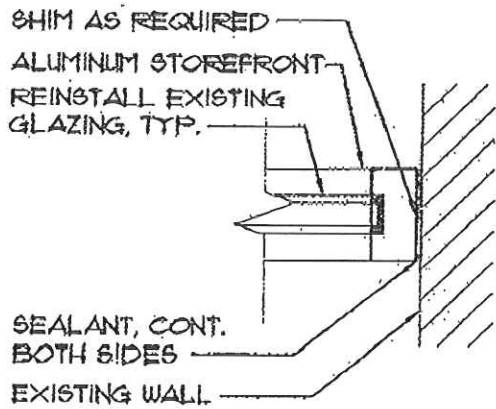
PROJECT: TWIN FALLS LODGE, MULLENS, WEST VIRGINIA

DATE: 10/5/12

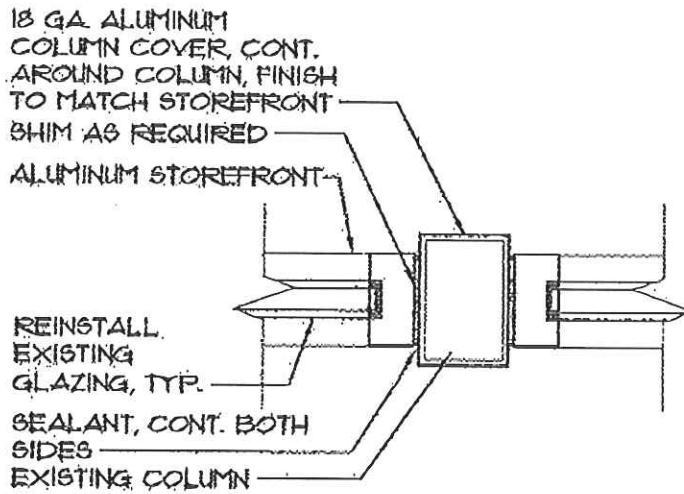
BY: [Signature]

SCALE: 1/4" = 1'-0"

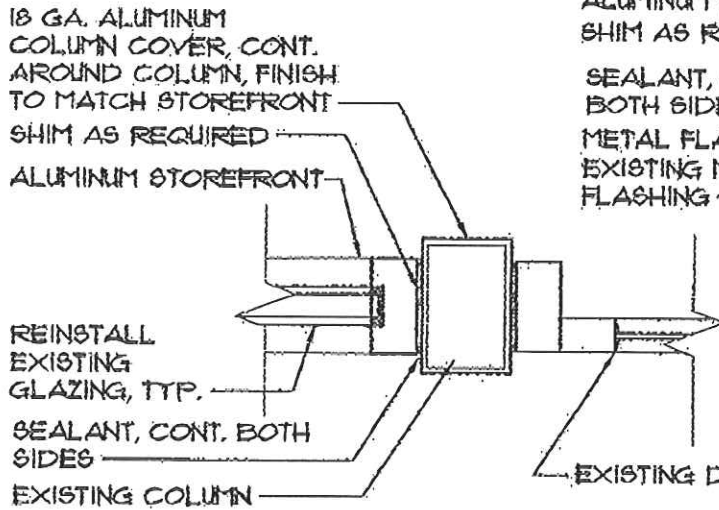
SK-1



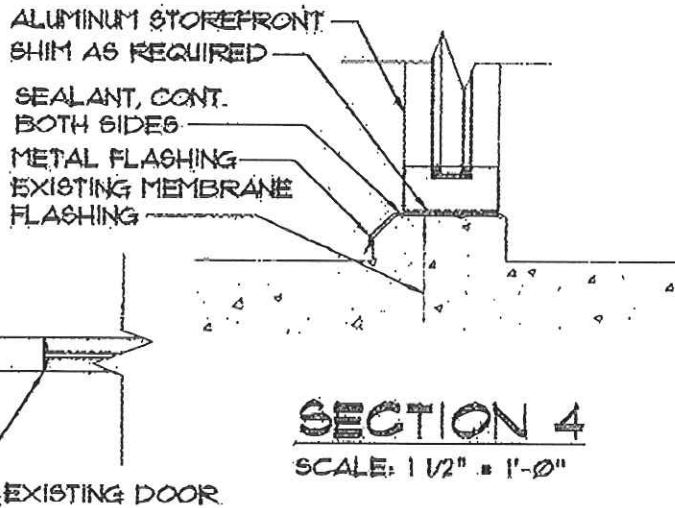
**SECTION 1**  
SCALE: 1 1/2" = 1'-0"



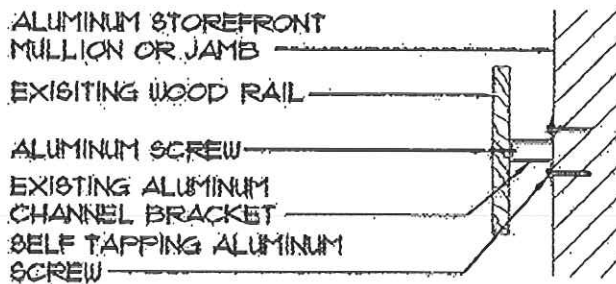
**SECTION 2**  
SCALE: 1 1/2" = 1'-0"



**SECTION 3**  
SCALE: 1 1/2" = 1'-0"



**SECTION 4**  
SCALE: 1 1/2" = 1'-0"



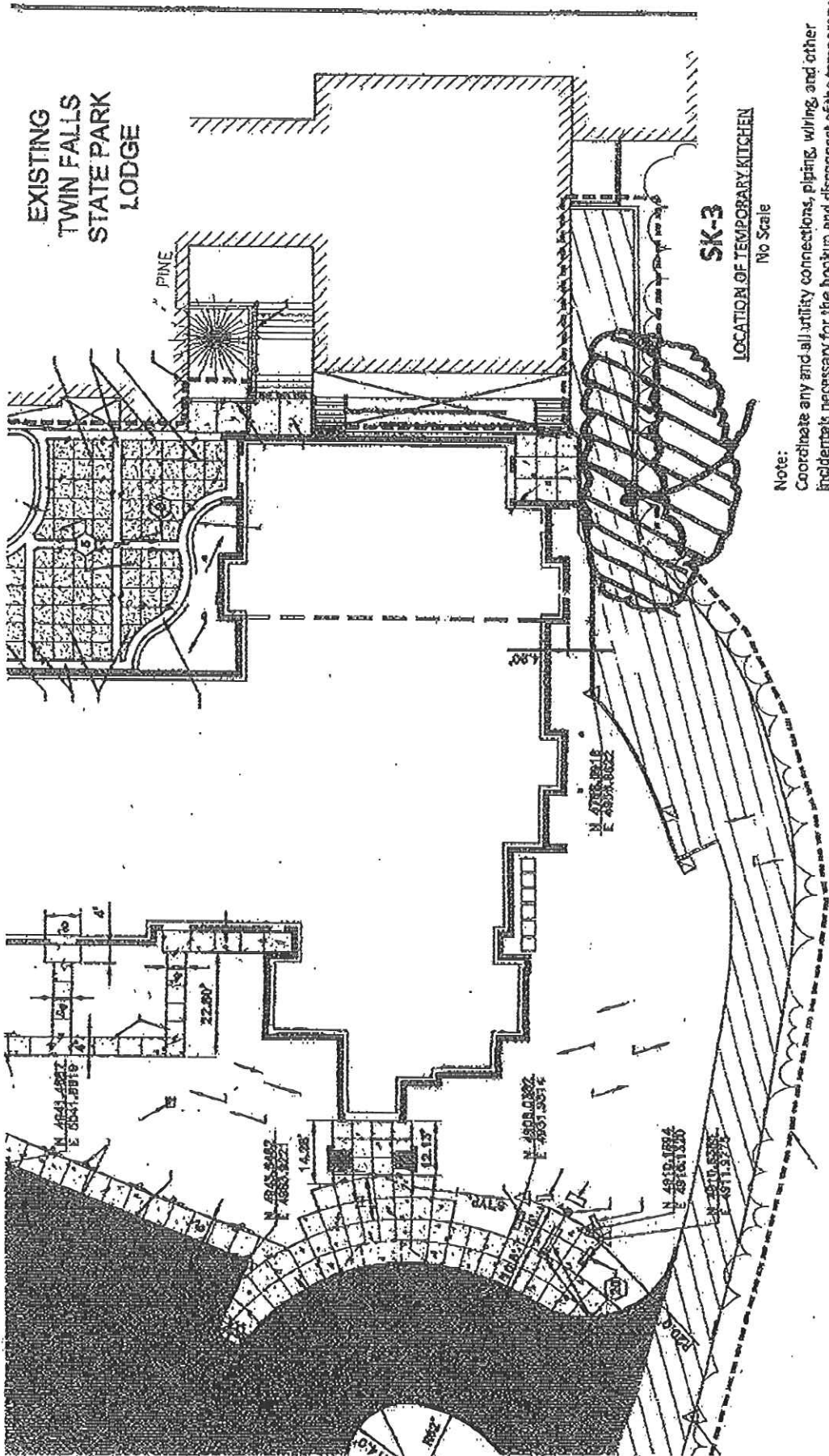
**WOOD RAIL DETAIL**  
SCALE: 1 1/2" = 1'-0"

CAS STRUCTURAL ENGINEERING INC.  
P.O. BOX 499  
ALLEN CREEK, WEST VIRGINIA 26009-0499  
PHONE 204-799-4004  
FAX 204-799-4005  
WWW.CASSTRUCTURAL.COM

**CAS Structural Engineering, Inc.**  
STRUCTURAL DESIGN / CONSULTING / MAINTENANCE / CONSTRUCTION

PROJECT: ALUMINUM STOREFRONT DETAILS  
CLIENT: TWIN FALLS LODGE MULLENS, WEST VIRGINIA  
DATE: 10/5/12  
DRAWN BY: SK-2

ARC PROJ 2002  
DATE  
APR  
CURE 28 HP



Note:  
 Coordinate any and all utility connections, piping, wiring, and other  
 identifiers necessary for the hookup and disconnect of the temporary  
 kitchen. Maintain a smooth transition when disconnecting and  
 connecting utilities so that no interruption of kitchen services occur.  
 Provide an enclosed 4' wide access from main building to the temporary  
 kitchen. Coordinate all work with Owner.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DNRB13028**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Danhill Construction Company  
 Company

Robert D. Hill  
 Authorized Signature

10-23-2012  
 Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Revised 6/8/2012

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Danhill Construction Company  
of Gauley Bridge, West Virginia, as Principal, and Colonial Surety Co. of  
Montvale, New Jersey, a corporation organized and existing under the laws of the State of NJ with its  
principal office in the City of Montvale, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the  
penal sum of 5 % Of Bid Amount (\$ 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  
Structural Beam and Kitchen Floor Repairs at Twin Falls State Park

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
23<sup>rd</sup> day of October, 20 12.

Principal Corporate Seal

Danhill Construction Company  
(Name of Principal)

By Robert D. Hill *Robert D. Hill*  
(Must be President or  
Vice President)

President  
(Title)

Surety Corporate Seal

Colonial Surety company  
(Name of Surety)

Roberta Bird *Roberta Bird*  
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.**



COLONIAL SURETY COMPANY

Duncannon, Pennsylvania
Administrative Office: 50 Chestnut Ridge Road, Montvale, New Jersey 07645

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Montvale, Bergen County, NJ does by these presents make, constitute and appoint

WV Wayne Nunziata or Anthony J. Cimasko or Audie B. Murphy
Roberta Bird Gauley Bridge

of Montvale and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

Be it Resolved, that the President, any 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:

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

In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 27th day of April, A.D., 2011.

State of New Jersey
County of Bergen
} SS.:



COLONIAL SURETY COMPANY

By Wayne Nunziata, President

On this 27th day of April, in the year 2011, before me Theresa Spinelli, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA SPINELLI
A Notary Public of New Jersey
My Commission Expires September 9, 2015

Theresa Spinelli, Notary Public

I, the undersigned Secretary of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

And I do hereby further certify that the Certification of this Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting duly called and held on the 30th of January 1968, and that said resolution has not been amended or repealed:

RESOLVED, that the signature of the Secretary or any Assistant Secretary of this Corporation, and the seal of Corporation, may be affixed or printed by facsimile to any certificate to a Power of Attorney of this Corporation, and that such printed facsimile signature and seal shall be valid and binding upon this Corporation.

GIVEN under my hand and the seal of said Company, at Montvale, New Jersey this 23rd day of October, 2012.

Original printed with Blue and Black ink. For verification of the authenticity of this Power of Attorney you may call (201) 573-8788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and detail's of the bond to which the power is attached.

Audie B. Murphy, Secretary

State of West Virginia  
County of Fayette

AND NOW, this 23rd day of October, in the calendar year of 2012, before me, a duly appointed and commissioned notary public, came the identified subscriber to the within instrument or instruments, and/or the demonstrated attorney-in-fact for said signatory and subscriber on said instrument or instruments, **Roberta Bird, attorney-in-fact of Colonial Surety Company**, an insurance company duly organized and existing under the laws of the Commonwealth of Pennsylvania and which is authorized to conduct business in this State, and that as such being authorized to do so, acknowledged that the within instrument or instruments were executed as the authorized act of his disclosed principal for the purposes therein contained, and declared to be a person executing said instrument or instruments as attorney-in-fact and with full capacity and competency, at the request of and on behalf of Colonial Surety Company therein named and acknowledged to me that the aforesaid Colonial Surety Company had authorized the execution by the aforesaid attorney-in-fact of said instrument or instruments with the intent to be legally bound as required by common and statutory law.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

A Notary Public of West Virginia  
My Commission Expires on 3/28/2015

Notary Public in and for the

County of Fayette  
State of West Virginia

Jessica VanMeter  
NOTARY PUBLIC



**COLONIAL SURETY COMPANY**  
Duncannon, Pennsylvania  
- Inc 1930 -

**FINANCIAL STATEMENT—DECEMBER 31, 2011**

<b>ASSETS</b>		<b>LIABILITIES &amp; SURPLUS</b>	
*Stocks and Bonds .....	\$ 35,267,941	Reserve for Unearned Premiums. ....	\$ 5,891,892
Cash in Office & Banks .....	2,090,802	Claim Reserves .....	12,160,194
Accrued Interest & Dividends .....	299,345	Other Liabilities .....	1,935,646
Premiums & Agents Balances Receivable .....	116,962	Collateral Held .....	1,599,654
Other Assets .....	6,239,836	Capital Stock .....	3,000,000
.....		Surplus .....	19,427,500
<b>Total Admitted Assets .....</b>	<b>44,014,886</b>	<b>Total Liabilities &amp; Surplus .....</b>	<b>44,014,886</b>

\*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.

**STATE OF NEW JERSEY                  ss.:**  
**COUNTY OF BERGEN**

I, Wayne Nunziata, President of COLONIAL SURETY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2011.

IN WITNESS WHEREOF, I have signed this statement at Montvale, New Jersey, this 30th day of April, 2012.



*Wayne Nunziata*  
\_\_\_\_\_  
Wayne Nunziata    President

*Theresa Spinelli*  
\_\_\_\_\_  
Theresa Spinelli    Notary Public

**Theresa Spinelli**  
**A Notary Public of New Jersey**  
My Commission Expires September 9, 2015