



PRODUCT & MATERIAL DETAILS (Office Copy)

PROJECT: Beech Fork State Park
NAME: Dillard Price
ADDRESS: 5601 LongBranch Rd
CITY: Barboursville
STATE: WV **ZIP:** 25504
PHONE#: **ALT #:**

BILL TO:
NAME: Dillard Price
ADDRESS: 5601 LongBranch Rd
CITY: Barboursville
STATE: WV **ZIP:** 25504
PHONE#: **ALT #:**

Customer#
11/7/18 10:49 AM

CABINETRY		Location	Price

COUNTERS		Location	Price
Unit 1 - Granite, labor and materials			5,066.00
Unit 3 - Granite, labor and materials			5,066.00
Unit 4 - Granite, labor and materials			5,066.00
Unit 5 - Granite, labor and materials			5,066.00
Unit 6 - Granite, labor and materials			5,066.00

All units: removal, installed and cleanup

*Solicitation Number ARFQ DNR19*31*

HARDWARE						TOTAL \$	-
Qty	Mfg.	Model	Description	Location	Price		

SINK, STRAINER, FAUCET & FITTINGS						TOTAL \$	25,330.00
Qty	Mfg.	Model	Color	Description	Price		

APPLIANCES						TOTAL \$	-
Qty	Mfg.	Model	Color	Description	Price		

DECORATIVE SURFACES				TOTAL \$	-
Qty	Source	Description	Price		

OWNER PROVIDED PRODUCT			TOTAL \$	-
Qty	Description	Price		
	NEW PRODUCT(S) BY OWNER AT \$90.00 EA.	-		
	NEW PRODUCT(S) BY OWNER AT \$45.00 EA.	-		

ACCESSORIES & MIRRORS				TOTAL \$	-
Qty	Mfg.	Model/Finish/Description	Price		

ADDITIONAL ITEMS		TOTAL \$	-

TOTAL \$ -

CONTRACT TOTALS

Product / Merchandise	25,330.00
Construction Materials	-
Installation	-
Exempt from Tax	-
TOTAL ORDER \$	\$ 25,330.00

TOTAL \$ -

MR1730 Remodel Out of City Installed Mike Rigney
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1242 Fifth Avenue

Huntington, WV 25701

Phone: 304-529-2537 Fax: 304-523-0732



SCOPE OF WORK (Exhibit B)

Dillard Price
5601 LongBranch Rd
Barboursville WV 25504

Project Number:
Designer: Mike Rigney
Date: November 7, 2018

Contractor License #: WV002910

Site Preparation, Clean Up and Caulking
Delivery
Trash Collection
Remove Sink & Faucet (save for re-installation)
Remove Countertop
Install Countertop
Install current Sink & Faucet and connect plumbing

EXCLUSIONS: Any Electrical, Plumbing, Gas Lines, Drywall Work, Wallcoverings, Painting, Trim Work, Tile Work or any "Hidden" or unforeseen conditions and/or other item or task not listed in this scope of work. Any Unforeseen conditions or work will be considered an "Add-On" and will be charged as Time and Materials. An Add-On Ticket will be required with signatures of approval.

Please be aware that the following products and tasks will extend the completion of this project:

Custom Countertops will require templating after cabinet installation and additional days to fabricate.

Custom Shower Door(s) require final measurements after tile installation and additional days to fabricate.

Tile and Flooring installation and curing will cause a disruption or delay in completion of other tasks.



CREATIVE KITCHENS PROPOSAL

with

Dillard Price

Beech Fork State Park

5601 LongBranch Rd

Barboursville WV

November 6, 2018



1242 Fifth Avenue, Huntington, WV 25701 304-529-2537

5128 MacCorkle Avenue SE, Charleston, WV 25304 304-925-0459

PO Box 962, Lewisburg, WV 24901 304-645-4600

2. Upon completion of the work specified and payment in full by the Purchaser, Creative Kitchens shall deliver and assign to Purchaser, without recourse, all manufacturers, installers, and suppliers warranties, if any, covering such material. **AS TO SUCH MATERIALS, CREATIVE KITCHENS NEITHER MAKES OR ADOPTS ANY SUCH MANUFACTURERS, INSTALLERS, OR SUPPLIERS WARRANTY AND SPECIFICALLY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE RELATING THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
3. The Purchaser agrees to accept delivery of the product or products when ready. The risk of loss, as to damage or destruction, shall be upon the Purchaser upon the delivery and receipt of the product(s).
4. The Purchaser understands that the products described are specially designed and custom built and that Creative Kitchens takes immediate steps upon execution of this Agreement to design, order and construct those items set forth herein. Accordingly, this Agreement is not subject to cancellation by the Purchaser for any reason. In the event that Purchaser attempts to cancel this Agreement or otherwise defaults in the performance of Purchaser's obligations hereunder, Creative Kitchens may, at Creative Kitchens' option, cancel this Agreement and retain as liquidated damages, and not as a penalty, all amounts paid by Purchaser. Alternatively, Creative Kitchens shall have the right to pursue any legal and equitable remedies available to it, including specific performance. Notwithstanding anything to the contrary set forth above, in the event of Purchaser's default, Creative Kitchens shall have the right to stop performance hereunder until such time as Purchaser cures the default.
5. No installation, plumbing, electrical, flooring, decorating or other construction work is to be provided unless specifically set forth herein. In the event Creative Kitchens is to perform the installation, it is understood that the price agreed upon herein does not include the possible expense entailed in coping with hidden or unknown contingencies found at the job site. In the event such contingencies arise and Creative Kitchens is required to furnish labor or materials or otherwise perform work not provided for or contemplated by Creative Kitchens, the actual costs of materials and labor plus 35% thereof will be paid for by the Purchaser. Contingencies include, but are not limited to, the following: inability to reuse existing water, vent, and waste pipes; air shafts, ducts, grilles, louvers and registers; the relocation of concealed pipes, risers, wiring or conduits, the presence of which cannot be determined until the work has started; or imperfections, rotting or decay in the structure or parts thereof necessitating replacement.
6. Title to the item sold pursuant to this Agreement shall not pass to the Purchaser until the full price as set forth in this Agreement is paid to Creative Kitchens.
7. Delays in payment shall be subject to interest charges of 18% per annum, and in no event higher than the interest rate provided by law. If Creative Kitchens is required to engage the services of a collection agency or an attorney, the Purchaser agrees to reimburse Creative Kitchens for any amounts expended in order to collect the unpaid balance, including reasonable attorneys' fees.
8. Creative Kitchens retains the right, upon breach of this Agreement by the Purchaser, to sell those items in Creative Kitchens' possession. In effecting any resale on breach of this Agreement by the Purchaser, Creative Kitchens shall be deemed to act in the capacity of agent for the Purchaser. The purchaser shall be liable for any net deficiency on resale, plus the costs and expenses incurred in reselling the items.
9. Creative Kitchens agrees that it will perform this contract in conformity with customary industry practices. The Purchaser agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full. This Agreement shall be governed by the laws of the State of West Virginia. Any unresolved controversy or claim arising from or under this contract shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association in the United States and judgment upon the award rendered may be entered in any court of competent jurisdiction.



**State of West Virginia
Request For Quotation
Construction**

Procurement Folder : 507042

Document Description : Addendum No. 01 Beech Fork SP Cabin Rehabilitation

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-11-02	2018-11-16 13:30:00	ARFQ 0310 DNR1900000031	2	Draft

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone

FOR INFORMATION CONTACT THE

Angela W Negley
 (304) 558-3397
 angela.w.negley@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

SOLICITATION NUMBER: ARFQ DNR19*31
Beech Fork SP Cabin Rehabilitation & Renovation
Addendum Number: No. 01

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:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. To publish vendor questions and agency responses.

NO OTHER CHANGES.

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.

Attachment A

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR19*31

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 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.

Creative Kitchens Inc
Company

[Signature]
Authorized Signature

11/12/18
Date

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