

ARFQ DNR 1800008051
EXHIBIT A - PRICING PAGE
French Creek
WV State Wildlife
Center
Wildlife Trail Paving
Project

Name of Vendor:

COOPER ASPHALT INC

Address of Vendor:

8337 SENECA TRAIL
MILL CREEK, WV 26280Phone Number of
Vendor:

304-338-4444

WV Contractors License
No.

WV044020

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 vendors, 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 shall consist of resurfacing designated portions of the WV Wildlife viewing trail, as well as excavating and widening designated portions of the trail, and repairing a base failure along the trail. The base failure area and the areas to be widened will be excavated and backfilled with a 6-inch layer of compacted aggregate bedding, along with a 4-inch layer of Base I asphalt, and surfaced with a 1 1/2-inch wearing course. All other designated portions of the trail to be paved will be over-layed with a 1 1/2-inch layer of asphalt wearing course. Two short driveway sections will be paved with a 2-inch layer of Base II asphalt, and surfaced with a 1 1/2-inch layer of wearing asphalt. Designated areas of the trail will receive a 12 to 18-inch wide paved gutter/swale, including all incidental labor and materials, as more fully described in these specifications and the Specifications/Project Manual. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

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

\$51,000.00

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

FIFTY-ONE THOUSAND DOLLARS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR1800000051

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.

COOPER ASPHALT INC
Company

Alfred D Cooper
Authorized Signature

5/1/18
Date

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



State of West Virginia
Request For Quotation
Construction

Procurement Folder :432131

Document Description :Wildlife - French Creek Wildlife Center Trail Paving

Procurement Type :Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-03-14	2018-05-01 13:30:00	ARFQ 0310 DNR1800000051	1	Draft

SUBMITTER CONTACTS	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone COOPER ASPHALT INC 8337 SENECA TRAIL MILL CREEK, WV 26280 304-338-4444

FOR INFORMATION CONTACT THE

Angela W Negley
(304) 568-3397
angela.w.negley@wv.gov

Signature X *Alfred D. Cooper*

FEIN # 55-0683498

DATE 5/11/18

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

Date Printed: May 14, 2018 Solicitation Number: DNR1800000051

Page: 1

FORM ID: WV-PRG-ARFQ-001

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:**

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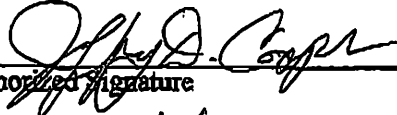
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COOPER ASPHALT INC
Company


Authorized signature

5/1/18
Date

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West Virginia Division of Natural Resources
WV Wildlife Center
Trail Paving Project

13. The following is a brief narrative of the proposed areas to be paved, provided for informational purposes:

- begin at the parking lot near the handicap sign (on right-hand side). Pavement is approximately 40-ft wide here);
- excavate and widen both sides of the existing paved area (+/- 5-6 feet on the left and +/- 2' on the right);
- the existing paved entrance, leading to the main road on the left-hand side will receive a 1 ½-inch overlay also;
- continue paving (width tapers from approximately 13-ft wide to 9-ft wide) to the trail intersection; pave to the right of the intersection approximately 150-ft (to the big Poplar on the right of trail); pave to the left of the intersection to the top of the hill (this section will receive a paved gutter/swale on the right-hand side, the full length of the hill, up to the intersection of the maintenance road); continue to the top of the hill where two unpaved driveway sections will be paved to the left and right approximately 25-ft x 12' (this is the access road to the maintenance shop);
- from here, continue paving continuously (approximately 1300-ft) all the way to the end of the groundhog pen. (Note: along this section, the bear pen will receive a paved gutter/swale, approximate 215-ft in length;
- then, no paving is proposed for approximately 1208-ft until we come to a dip in the existing trail near the wolf pen. We will pave 25-ft on both sides of manhole, eliminating the existing dip in the trail;
- no paving will occur from the sewer manhole until we come to the mountain lion pen, which will receive an overlay (approximate 185-ft); this will terminate the pavement on this section of the trail;
- at the mountain lion area, continue paving the full length of the trail over the hill to the pond/bridge area (approximately 210-ft);
- the wide area at the bottom of this trail, in front of the bridge will receive an overlay (approximately 40' x 21');
- no paving will occur from this point, across the bridge, until we pass the otters;
- from here, we will excavate and widen approximate 65' x 1.5' on both sides of the trail;
- from the otters, up to the main parking area near the gift shop, paving will continue for approximately 675-ft;
- pave the area in front of the gift shop (approximately 125' x 8'). The Contractor will be responsible for providing and installing a riser cap for the existing sewer cleanout access.

14. The asphalt quantity, including wearing and base courses is approximately 433 tons. However, the Contractor is responsible for obtaining his/her own measurements and estimates for bidding purposes.

CNA SURETY

Bid Bond

Bond No. 63629637

CONTRACTOR:

(Name, legal status and address)
Cooper Asphalt Inc.
Corporation
8337 Seneca Trail
Mill Creek, WV 26280

SURETY:

(Name, legal status and principal place of business)
WESTERN SURETY COMPANY
South Dakota Corporation
333 South Wabash Avenue
41st Floor
Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
Division of Natural Resources

324 4th Ave
South Charleston, WV 25303

BOND AMOUNT: Five Percent of the Amount Bid
5% of the Amount Bid

PROJECT:

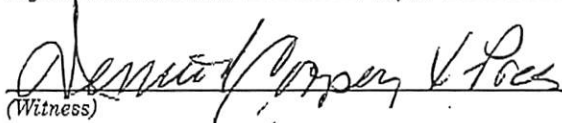
(Name, location or address, and Project number, if any)
WVDNR Wildlife Resources Section Wildlife Trail Paving Project for WV State Wildlife Center, French Creek, WV

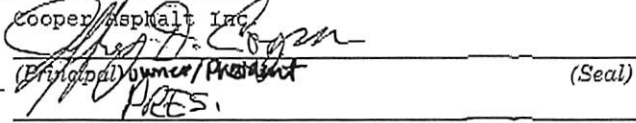
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

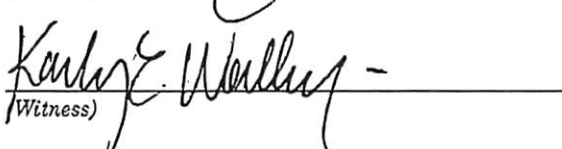
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of May 2018


(Witness)

Cooper Asphalt Inc.

(Principal Owner/President) (Seal)
PRES.


(Witness)

WESTERN SURETY COMPANY
(Surety)

(Title) Attorney-in-Fact Deanna Dawn Arment



Bid Bond

Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, *Instructions to Bidders*; and AIA Document G612™—2001, *Owner's Instructions to Architect*.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. **CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.**

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63629637

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Deanna Dawn Armentrout

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

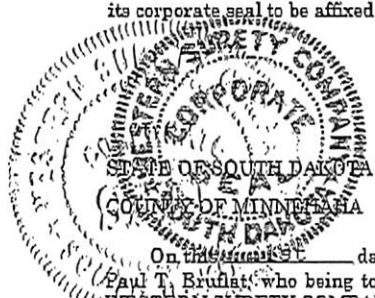
Principal: Cooper Asphalt Inc.
Obligee: Division of Natural Resources
Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice 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 within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63629637 is not issued on or before midnight of July 30th, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 1st day of May, 2018.



WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

On the 1st day of May, in the year 2018, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr
Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 1st day of May, 2018.

WESTERN SURETY COMPANY
Paul T. Bruflat
Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allegheny Insurance 104 Third Street P O Box 1426 Elkins WV 26241	CONTACT NAME: Deanna Armentrout PHONE (A/C No. Exp): (800) 628-7794 FAX (A/C No.): (304) 636-2043 E-MAIL ADDRESS: darmentrout@alleghenyinsurance.com														
INSURED Cooper Asphalt Inc 8337 Seneca Trail Mill Creek WV 26280	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Cincinnati Insurance Company</td> <td style="text-align: center;">10677</td> </tr> <tr> <td>INSURER B: BrickStreet Mutual Ins Co</td> <td style="text-align: center;">12372</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Cincinnati Insurance Company	10677	INSURER B: BrickStreet Mutual Ins Co	12372	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** Master 2017-2018 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

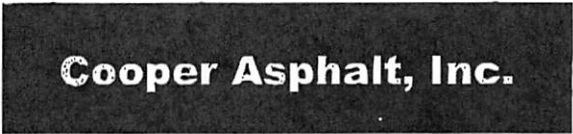
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		EPP0094473 / EBA0094473	8/8/2017	8/8/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMPOP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>Employee Benefits</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPOP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCB1019952 Includes Broad Form	8/8/2017	8/8/2018	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000		
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E.L. DISEASE - EA EMPLOYEE		\$ 500,000																			
E.L. DISEASE - POLICY LIMIT		\$ 500,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Employers Liability includes coverage for W. Va. Code 23-4-2 (Mandolidis).
 WVDNR has been added as additional insured.
 Wildlife Trail Paving Project for WV State Wildlife Center located at 163 Wildlife Road, French Creek, WV.

CERTIFICATE HOLDER WV Department of Natural Resources 324 4th Avenue South Charleston, WV 25303	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Deanna Armentrout/KEW
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8337 Seneca Trall
Mill Creek, WV 26280
304-338-4444
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Fax

To: WV Department of Natural Resources **Fax:** 304-558-2165

From: Cooper Asphalt, Inc. **Date:** 05-01-18

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