

West Virginia Division of Natural Resources
 Caneau Valley Resort State Park - Rehabilitation and Construction of New and Existing Pedestrian and Bike Trails
EXHIBIT A: PRICING PAGE

ITEM	DESCRIPTION	Bid Cost	Qty	Total Amount
4.1	Rehabilitation and Construction of New Trails per Specifications		1	\$ 174,000.00
5.1	Add Alternate Number One (1)		1	\$ 30,000.00
				\$
				\$
			TOTAL:	\$ 204,000.00

Tri-State Company, Inc.

Vendor



Authorized Vendor Signature

10/15/2018

Date

**The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. **



State of West Virginia
Request For Quotation
Construction

Procurement Folder : 496977

Document Description : Bike Path Rehabilitation- Canaan Valley Resort (REBID)

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-09-20	2018-10-11 13:30:00	ARFQ 0310 DNR1900000020	1	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

WUCL# 007332

FEIN # 55-0688481

DATE 10/15/2018

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

ADDITIONAL INFORMATION:

The West Virginia Division of Natural Resources is soliciting bids for the Rehabilitation and Construction of the Bike Path located at Canaan Valley Resort.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES CANAAN VALLEY RESORT 134 HEADQUARTERS RD DAVIS WV 26260 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Rehabilitation and Construction of Bike Path				

Commodity Code	Manufacturer	Model #	Specification
95111608			

Extended Description

Rehabilitation and Construction of the Bike Path located at Canaan Valley Resort.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid 1:30pm	2018-09-27
2	Technical Question Deadline 9:00am	2018-10-02

DNR1900000020	Document Phase Draft	Document Description Bike Path Rehabilitation- Canaan Valley Resort (REBID)	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS
West Virginia Division of Natural Resources
Agency Formal Procurements

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 a Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. 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:

Canaan Valley Resort
134 Headquarters Rd Davis, WV 26260
9/27/2018 at 1:30pm

A MANDATORY pre-bid meeting will be held at the following place and time:

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 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 (5) 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 Property and Procurement Office. 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 nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 10/2/2018 at 9:00am

Submit Questions to: Angela Negley
West Virginia Division of Natural Resources
Property and Procurement Office Attention:
South Charleston, WV 25303
Fax: (304) 558-2165
Email: Angela.W.Negley@wv.gov

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

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. The Property and Procurement Office will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

West Virginia Division of Natural Resources
Property and Procurement Office
BID RESPONSE
324 4th Avenue
South Charleston, WV 25303

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

SEALED BID:

BUYER: Angela Negley
SOLICITATION NUMBER: ARFQ DNR19*20
SOLICITATION CLOSING DATE: 10/11/2018
SOLICITATION CLOSING TIME: 1:30pm
FAX NUMBER: 304-558-2165

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: 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 Property and Procurement Office 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: (This only applies to ARFP)

- 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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: 10/11/2018 at 1:30pm

Bid Opening Location:
West Virginia Division of Natural Resources
Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. 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.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation 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 alternates 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. COMMUNICATION LIMITATIONS: In accordance with Division of Natural Resources Series IV Purchasing Guidelines and Procedures §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 Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid any applicable fees.

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

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the W. Va. Code § 5A-3-37 and the W. Va. Code R. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 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. Code R. § 148-22-9 prior to contract award 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. Code R. § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

20. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1.f. and §6.4.b.

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Property and Procurement Office a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, that subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

GENERAL TERMS AND CONDITIONS:
West Virginia Division of Natural Resources
Agency Formal Procurements

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Chief Procurement Officer, or his or her 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" means the West Virginia Division of Natural Resources.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Chief Procurement Officer" means the Chief Procurement Officer of the Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.

2.5. "Property and Procurement Office" means the section within the Division headed by the Chief Procurement Officer and its personnel.

2.6. "Director of the Purchasing Division" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.7. "Award Document" means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.8. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.

2.9. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.10. "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.

2.11. "Will", "Shall" and "Must" identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

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 Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office 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 or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional successive one (1) year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event, will this Contract extend for more than one fiscal year.

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 Award Document 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, and Attorney General's office.

6. EMERGENCY PURCHASES: Chief Procurement Officer 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 Chief Procurement Officer, 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.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 received by the Property and Procurement Office 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 delivered to the Property and Procurement Office prior to Contract award.

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 Property and Procurement Office prior to Contract award.

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 Property and Procurement Office.

WV Contractor's License

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancellation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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 in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00

Automobile Liability Insurance in at least an amount of: \$500,000.00

Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

Commercial Crime and Third-Party Fidelity Insurance in an amount of:

Cyber Liability Insurance in an amount of:

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LITIGATION BOND: The Chief Procurement Officer 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 Property and Procurement Office. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Property and Procurement Office. 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.

11. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of \$100 per day for _____. 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.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. 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.

14. 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.

15. 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.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. CANCELLATION: The Chief Procurement Officer 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 Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations, and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

23. 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.

24. 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 Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. 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.

26. 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 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.

27. 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 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, Property and Procurement Office approval may or may not be required on certain agency delegated or exempt purchases.

28. 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.

29. 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.

30. 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.

31. PRIVACY, SECURITY, AND 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>.

32. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

33. LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., 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 Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

34. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document 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.

35. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with W.Va. Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Property and Procurement Office affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by 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"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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.

40. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an 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.

41. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency 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

42. 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:

c. 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

d. 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.

43. 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 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.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within fifteen (15) days after receiving the supplemental disclosure of interested parties.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. 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. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Tri-State Company, Inc.

Contractor's License No.: WV- WVCL#003332

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

2. DRUG-FREE WORKPLACE AFFIDAVIT: 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the Property and Procurement Office. For contracts of \$25,000 or less, the public authority shall be the agency section issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of W. Va. Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. 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.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 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.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21- 1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

- (1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;
- (2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm, or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;
- (3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;
- (4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;
- (5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit 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 bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Tri-State Company, Inc.

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

**ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)**

1. PLAN AND DRAWING DISTRIBUTION: All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

2. PROJECT ADDENDA REQUIREMENTS: The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.


3. PRE-BID MEETING RESPONSIBILITIES: The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. 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. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with W. Va. Code § 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.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

 *Vice President*

(Name, Title)

John Gibson, Vice President

(Printed Name and Title)

PO Box 419, Lesage, WV 25537-0419

(Address)

(304) 208-1156 (304) 945-7663

(Phone Number) / (Fax Number)

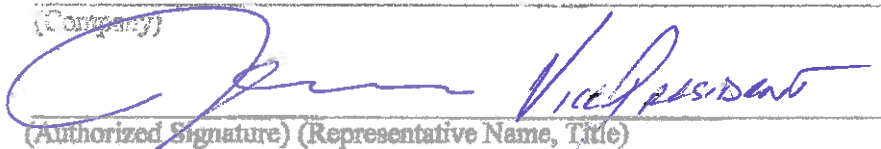
johng42@comcast.net

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Tri-State Company, Inc.

(Company)

 *Vice President*

(Authorized Signature) (Representative Name, Title)

John Gibson Vice President

(Printed Name and Title of Authorized Representative)

10/15/2018

(Date)

(304) 208-1156 (304) 945-7663

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 checked="" 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.

Tri-State Company, Inc.

Company


Authorized Signature

10/15/2018

Date

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

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES
CANAAN VALLEY RESORT SP – SERVICES TO REHABILITATE AND
CONSTRUCTION CURRENT AND NEW BIKE AND PEDESTRIAN TRAILS**

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of Canaan Valley Resort State Park to establish a contract for services to rehabilitate and construct current and new pedestrian and bike trails. Vendor must furnish all labor, materials, supplies, equipment and tools to construct and improve proposed trail work.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Services”** means to rehabilitate and construct current and new pedestrian and bike trails, as more fully described in these specifications.
 - 2.2 “Pricing Page”** means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the West Virginia Division of Natural Resources.
 - 2.4 “NICA”** means the National Interscholastic Cycling Association.
- 3. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 3.1** Proof that the Vendor has completed no less than five (5) miles of trails using IMBA or USFS construction/rehabilitation specifications within the last twenty-four (24) months. Proof will include a copy of the executed contract specifying the construction based on the IMBA or USFS specifications with the company and photographs of completed work.
 - 3.2** Vendor shall supply no less than three (3) letters of reference from companies, organizations and or government agencies, which they have performed and completed pedestrian and mountain bike trail construction.

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES
CANAAN VALLEY RESORT SP – SERVICES TO REHABILITATE AND
CONSTRUCTION CURRENT AND NEW BIKE AND PEDESTRIAN TRAILS**

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 General:

4.1.1.1 The scope of work will include the rehabilitation of the pedestrian/bike trails network by making all necessary improvements and the construction of new pedestrian/bike trails as outlined in this Request for Quotation within Canaan Valley State Park. The West Virginia Division of Natural Resources is requesting bids from qualified trail building professionals with a West Virginia Contractors license to construct the project. The primary goal of this project is to create a state of the art and marketable bike optimized beginner to intermediate loop trail that will meet the criteria to host a National Interscholastic Cycling Association event. The trail network will be multi-use trail facility for the use of the public and guests of the park. During the upgrade and rehabilitation process through completion, these trails must maintain the integrity of the natural environment and location within the boundaries of a State Park and fit into the natural environment seamlessly.

4.2.1 Scope of Work:

4.2.1.1 The work must meet all requirements of the International Mountain Biking Association (IMBA) standard specifications for construction and maintenance of trails which are available at the IMBA website. In addition, all trails on the 5.6 miles loop must be built at the beginner to intermediate skill level enabling Canaan Valley Resort State Park to host a National Interscholastic Cycling Association (NICA) compliant race venue. The criteria for a NICA compliant venue is available on the NICA website. The contractor is responsible for installation of three (3) bridges to be incorporated between the proposed waypoints of the loop. The bridges shall be built to United States Forest Service (USFS) specifications, which are available at the USFS website-
<https://www.fs.fed.us/recreation/programs/trail->

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management/trailplans/index.shtml. The trail corridor must be cleared at ten (10) feet in width. Contractor should avoid sensitive areas. The treadway must be constructed at minimum of 32" and a maximum of 50" and must be cleared to mineral earth. The overall average width must be 48" in width. At locations where bench cuts are necessary, a full bench cut must be made.

4.3.1 NICA Trail:

4.3.1.1 The scope of work includes the enhancement of the trails network with an addition of approximately a 29'990' (5.6 miles) loop of beginner to intermediate skill level sustainable trail which is designated in red on the attached map. The proposed route of the trail is marked with waypoints beginning with Waypoint # 1 at the Balsam Swamp Overlook. The waypoints are distinctively marked for qualified bidders to physically observe during the mandatory pre-bid meeting.

4.3.1.1.1 Waypoint #1: Beginning at the Balsam Swamp Overlook going southwest with the contour of the land then turning north directly to way point #2. This will be approximately 1411 feet of trail.

4.3.1.1.2 Waypoint #2: Continue north upgrade with the contour of the land to Waypoint #3. This section is steep and will require a properly graded switchback. This will be approximately 1859 feet of trail.

4.3.1.1.3 Waypoint #3: Continue due north upgrade along the ridge to Waypoint #4. This will be approximately 1836 feet of trail.

4.3.1.1.4 Waypoint #4: Continue northwest with contour of land then turns southwest to Waypoint #5. This will be approximately 2440 feet of trail.

4.3.1.1.5 Waypoint #5: Continue south west to Waypoint #6 at the intersection of Middle Ridge Trail and Railroad Grade Trail. This will be approximately 613 feet of trail.

4.3.1.1.6 Waypoint #6: Continue south with the contour of the land to Waypoint #7. This will be approximately 4446 feet of trail.

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4.3.1.1.7 Waypoint #7: Continue southwest to Waypoint #8. This will be approximately 916 feet of trail.

4.3.1.1.8 Waypoint #8: Continue west with the contour of the land then northeast to Waypoint #9. This will be approximately 1786 feet of trail.

4.3.1.1.9 Waypoint #9: Continue southwest, skirting near and along the cabin area to Waypoint #10. This will be approximately 3059 feet of trail.

4.3.1.1.10 Waypoint #10: Continue south through open meadow then turning west at end of meadow to Waypoint #11. This will be approximately 2574 feet of trail.

4.3.1.1.11 Waypoint #11: Continue north to Waypoint #12 just east of the cul-de-sac of Cabin #23. This will be approximately 2155 feet of trail.

4.3.1.1.12 Waypoint #12: Continue northeast skirting along near the park road to Waypoint #13 just south of the four-way intersection that accesses the main lodge. This will be approximately 2015 feet of trail.

4.3.1.1.13 Waypoint #13: Continue northeast skirting the along near the main lodge complex to Waypoint #14 at the wastewater treatment ponds of the main lodge complex. This will be approximately 1770 feet of trail.

4.3.1.1.14 Waypoint # 14: Continue west skirting the main lodge complex back to Waypoint # 1 at the Balsam Swamp Overlook to create a loop trail. This will be approximately 1391 feet of trail.

4.4.1 Inspections:

4.4.1.1 The Canaan Valley Resort State Park Superintendent of his/her designee will conduct periodic inspections of the work. The inspections shall be as follows:

4.4.1.1.1 Progress inspections - Will be conducted on a weekly basis by the Park Superintendent or his/her designee.

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4.4.1.1.2 Progress Billing inspections - Will be conducted on or about the 25th day of each month to establish the contract billing for that month's progress based on a percentage complete of the total length of the trail. Five (5%) percent shall be retained by the Agency until substantial Completion Certificate is issued.

4.4.1.1.3 Substantial Completion Inspections – Will be conducted upon the request of the contractor. Substantial Completion means that the contractor believes the work is at a level of completion that the Agency can use the work for its intended purpose. The Agency will issue a certificate to the contractor with a punch list attached.

4.4.1.1.4 Final Inspection - Will be conducted at the request of the contractor when all punch list items are completed, and the work is determined to be complete by the Agency.

4.5.1 The contractor is responsible for all safety operations of the work site, including training, equipment operation, and personal protective equipment. The contractor is responsible for safety in construction work zones for the contractor's employees, other resort and park employees and park guests. The contractor is responsible for the security of materials and equipment.

4.6.1 The bidder is required to meet the Drug Free Workplace Policy and provide with the bid the attached affidavit that the contractor implements and maintains a written Drug Free Workplace Policy which meets the requirements of Article 1D, Chapter 21 of the Official Code of West Virginia, as amended. The successful bidder must submit a copy of its Drug Free Workplace Policy within ten (10) days following the letter and prior to the award of the contract.

5. Add Alternate Number One:

5.1. The contractor will rehabilitate/repair approximately 3533 of existing trail to IMBA specifications from Waypoint #6 located at the intersection of Middle Ridge Trail and Railroad Grade Trail southeast to Waypoint #15. The trail is marked in yellow on the attached map.

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES
CANAAN VALLEY RESORT SP – SERVICES TO REHABILITATE AND
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The next two sections are marked in blue on the attached map:

The contractor will construct new trail to IMBA specifications from Waypoint # 15 north following the contour of the land then south to Waypoint #16. This section is approximately 2434 feet. From Waypoint #16 the trail continues northeast to Waypoint # 1 at the Balsam Swamp Overlook. This section is approximately 1133. This will create a secondary loop trail.

The contractor will construct new trail to IMBA specifications from Waypoint #16 to Waypoint #13. This section of trail will require a properly graded switchback. This section is approximately 1631 feet.

6. CONTRACT AWARD:

6.1 Contract Award: The Contract is intended to provide the Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

6.2 Pricing Page: Vendor should complete the Pricing Page by submitting a bid for rehabilitation and construction of new trails, a bid for add alternate number one, as well as a total cost. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:

- 7. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 8. PAYMENT:** Agency shall pay a flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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9. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

10. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

10.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

10.5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. VENDOR DEFAULT:

11.1. The following shall be considered a vendor default under this Contract.

11.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

11.1.2. Failure to comply with other specifications and requirements contained herein.

11.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

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11.1.4. Failure to remedy deficient performance upon request.

11.2. The following remedies shall be available to Agency upon default.

11.2.1. Immediate cancellation of the Contract.

11.2.2. Immediate cancellation of one or more release orders issued under this Contract.

11.2.3. Any other remedies available in law or equity.

12. MISCELLANEOUS:

12.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: John Gibson
Telephone Number: (304) 208-1156
Fax Number: (304) 945-7663
Email Address: john42@comcast.net

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, as Principal, and _____
of _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, in the penal sum of _____ (\$ _____) 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

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 Obligor may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this _____ day of _____, 20_____.

Principal Seal

(Name of Principal)

By _____
(Must be President, Vice President, or
Duty Authorized Agent)

(Title)

Surety Seal

(Name of Surety)

Attorney-in-Fact.

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A)
- (B)
- (C)
- (D)
- (E)
- (F)
- (G)
- (H)
- (I)
- (J)
- (K)
- (L)
- (M)
- (N)
- (O)
- (P)
- (Q)
- (R)
- (S)
- (T)
- (U)
- (V)
- (W)

WV State Agency
(Stated on Page 1 "Bidding Unit")
Request for Quotation Number (upper right corner of page #1)
Your Business Entity Name (or Individual Name if Sole Proprietor)
City, Location of your Company
State, Location of your Company
Surety Corporate Name
City, Location of Surety
State, Location of Surety
State of Surety Incorporation
City of Surety's Principal Office
Minimum amount of acceptable bid bond in % of total bid. You may state "5% of bid" or a specific amount on this line in words.
Amount of bond in numbers
Brief Description of scope of work
Day of the month
Month
Year
Name of Business Entity (or Individual Name if Sole Proprietor)
Seal of Principal
Signature of President, Vice President, or Authorized Agent
Title of Person Signing for Principal
Seal of Surety
Name of Surety
Signatures of Attorney in Fact of the Surety

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
_____(C)____ of _____(H)_____(E)____
as Principal, and _____(F)____ of _____(G)____,
_____(B)____, a corporation organized and existing under the laws
of the State of _____(I)____ with its principal office in the City of
_____(J)____, as Surety, are held and firmly bound unto The State
of West Virginia, as Obligor, in the penal sum of _____(K)____
(\$ _____(L)____) 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 _____

_____ (M) _____

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 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 time within which the Obligor may accept such bid; and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and noted by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, the (N) day of (O) 20 (P).

Principal Seal _____(Q)_____
(Name of Principal)
(R) By _____(S)_____
(Must be President, Vice President, or
Duly Authorized Agent)
_____(T)_____
Title
Surety Seal _____(U)_____
(Name of Surety)
_____(V)_____
Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(l), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Tri-State Company, Inc.

Authorized Signature: _____

Date: 10/16/2018

State of West Virginia

County of Cabell, to-wit:

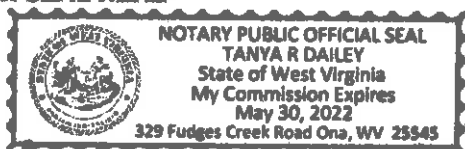
Taken, subscribed, and sworn to before me this 16th day of October, 2018

My Commission expires May 30, 2022

AFFIX SEAL HERE

NOTARY PUBLIC

Tanya R Dailey
Purchasing Affidavit (Revised 01/19/2016)





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

STATE OF WEST VIRGINIA,
COUNTY OF Cabell, TO-WIT:

I, John Gibson, after being first duly sworn, depose and state as follows:

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

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

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

Printed Name: John Gibson

Signature: [Handwritten Signature]

Title: Vice President

Company Name: Tri-State Company, Inc.

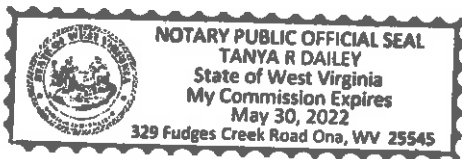
Date: 10/16/2018

Taken, subscribed and sworn to before me this 16th day of October, 2018.

By Commission expires May 30, 2022

(Seal)

[Handwritten Signature]
(Notary Public)





State of West Virginia
Request For Quotation
Construction

Procurement Folder : 496977

Document Description : Addendum No.1 Bike Path Rehab- Canaan Valley Resort (REBID)

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2018-09-25	2018-10-11 13:30:00	ARFQ 0310	DNR1900000020	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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES CANAAN VALLEY RESORT 134 HEADQUARTERS RD DAVIS WV 26260 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Rehabilitation and Construction of Bike Path				

Commodity Code	Manufacturer	Model #	Specification
95111608			

Extended Description

Rehabilitation and Construction of the Bike Path located at Canaan Valley Resort.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Non-Mandatory Pre-Bid 1:30pm	2018-09-27
2	Technical Question Deadline 9:00am	2018-10-02

DNR1900000020	Document Phase Draft	Document Description Addendum No.1 Bike Path Rehab- Canaan Valley Resort (REBID)	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFQ DNR19*20

Bike Path Rehab- Canaan Valley Resort (REBID)

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 clarify the pre-bid meeting set for 9/27/2018 at 1:30 is NON-MANDATORY.

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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR19*20

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.

1021-STATE COMPANY, INC
Company

[Signature]
Authorized Signature

10/15/2018
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 : 496977

Document Description : Addendum No.2 Bike Path Rehab- Canaan Valley Resort (REBID)

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-10-10	2018-10-18 13:30:00	ARFQ 0310 . DNR1900000020	3	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

ADDITIONAL INFORMATION:

Addendum

Addendum No.02 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES CANAAN VALLEY RESORT 134 HEADQUARTERS RD DAVIS WV 26260 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Rehabilitation and Construction of Bike Path				

Commodity Code	Manufacturer	Model #	Specification
95111608			

Extended Description

Rehabilitation and Construction of the Bike Path located at Canaan Valley Resort.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Non-Mandatory Pre-Bid 1:30pm	2018-09-27
2	Technical Question Deadline 9:00am	2018-10-02

DNR1900000020	Document Phase Draft	Document Description Addendum No.2 Bike Path Rehab- Cansan Valley Resort (REBID)	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFQ DNR19*20

Bike Path Rehab- Canaan Valley Resort (REBID)

Addendum Number: No. 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:

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

1. Addendum issued to modify bid opening date to 10/18/2018.

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

Bike Path Rehab- Canaan Valley Resort (REBID)

Solicitation No. ARFQ DNR 19*20

Addendum No. 2

The Bid Opening has been changed to 10/18/2018 at 1:30 PM.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR19*20

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 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.

JRI-STAR Company, Inc
Company

[Signature]
Authorized Signature

10/15/2018
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 : 496977

Document Description : Addendum No.3 Bike Path Rehab- Canaan Valley Resort (REBID)

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-10-11	2018-10-18 13:30:00	ARFQ 0310 DNR1900000020	4	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

ADDITIONAL INFORMATION:

Addendum

Addendum No.03 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES CANAAN VALLEY RESORT 134 HEADQUARTERS RD DAVIS WV 26260 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Rehabilitation and Construction of Bike Path				

Commodity Code	Manufacturer	Model #	Specification
95111608			

Extended Description

Rehabilitation and Construction of the Bike Path located at Canaan Valley Resort.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Non-Mandatory Pre-Bid 1:30pm	2018-09-27
2	Technical Question Deadline 9:00am	2018-10-02

DNR1900000020	Document Phase Draft	Document Description Addendum No.3 Bike Path Rehab- Canaan Valley Resort (REBID)	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFQ DNR19*20
Bike Path Rehab- Canaan Valley Resort (REBID)
Addendum Number: No. 03

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. Attach vendor questions and 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

Bike Path Rehab- Canaan Valley Resort (REBID)

Solicitation No. ARFQ DNR19*20

Addendum No. 3

Vendor Questions

- Q. In the scope of work number 4.2.1 it mentions the work must meet the criteria for a NICA compliant venue and that information is available on their website. I cannot find it and need a link that would provide the information to get the criteria.**
- A. NICA Main Office, 2414 6th Street Berkley California, 94710.
General Inquires: info@nationalmtb.org
NICA Executive Director: austin@nationalmtb.org**
- Q. What are the bridge lengths? What load rating? Which bridge, there are seven different types? What foundation detail is preferred?**
- A. The USFS standards are cited for a level of quality. We do not have a design done down to the detail of a flag line. We anticipate that you will need between 70 and 200 feet of bridging in various lengths during the course of this project. We would prefer that all bridges remain under 3ft high. If any of the bridges exceed 3ft in height they will require a railing. We would like a minimum tread width of 4ft for all bridges. A simple pressure treated sill and/or pier structure will suffice for the foundation work. All that said, we will want to work with successful bidder to come up with the best solution and design for the situation as is possible.**
- Q. Some park projects provide for housing, is housing available? If not at Canaan Valley, maybe at another park close to the project?**
- A. Housing will be provided for a maximum of six (6) guests.**
- Q. Is the GPS/GIS data available?**
- A. The GPS/GIS data that we have is available.**
- Q. The drug free workplace affidavit mentioned in the solicitation is not attached.**
- A. Find the Drug Free Workplace Affidavit attached in this Addendum**
- Q. On page 6, what is the bid type?**
- A. This does not apply to this type of solicitation.**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR19*20

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 type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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.

TRI-STATE COMPANY, INC.
Company

[Signature]
Authorized Signature

10/15/2018
Date

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV003332

Classification:

GENERAL ENGINEERING

TRI STATE COMPANY INC
DBA TRI STATE COMPANY INC
PO BOX 419
LESAGE, WV 25537

Date Issued

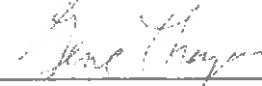
JULY 03, 2018

Expiration Date

JULY 03, 2019


WV003332

Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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

TRI-STATE COMPANY, INC.

January 28, 2018

Mr. Shane Prisby
Burke County Community Development
110 North Green Street
Morganton, NC 28680

Dear: Mr. Prisby:

Thank you for the opportunity to provide a quote for construction of the Fonta Flora Trail segment. We have an extensive history working on the Fonta Flora Trail and have enjoyed the projects that we have done there in the past. I am confident that we can do an excellent job and provide a trail that will survive the test of time and be enjoyed by many for years to come.

Commencement of this project would be dependent on completion of the current project on the Fonta Flora Trail building 4 bridges. Currently this would be our next job should we get the contract. Completion within the 8 month contract time should be no problem assuming no unusual circumstances encountered.

Examples of our previous work include the construction of the Fonta Flora Trail for Burke County Community Development in late 2016 and early 2017 and the current construction of 4 trail bridges also for Burke County Community Development.

Tri-State Company, Inc.
P.O. Box 419
Lesage, WV 25537-0419

Respectfully submitted:



John Gibson, Vice-President
john42@comcast.net
(304) 208-1156 m
(304) 736-2110 o

WV0003332, VA 2705 135185A
FEIN: 55-0688481, DUNS#CEC, CCR 17-991-5491

P. O. BOX 419 • LESAGE, WEST VIRGINIA • 25537-0419
E-MAIL: TRISTATE@NTELOS.NET
WWW.TRI-STATECOMPANY.COM
WV#003332-VA#2705 135185A

**REQUEST FOR PROPOSALS FOR TRAIL CONSTRUCTION
BURKE COUNTY COMMUNITY DEVELOPMENT**

PROPOSALS DUE: 4:00 PM, FRIDAY, FEBRUARY 2, 2018

A. Introduction

Burke County Community Development is requesting proposals from pre-qualified professional, experienced trail builders to construct natural surface trails in the Lake James area of Burke County, North Carolina. Trail construction will include the construction of one timber bridge, 20' in length. All expenses incurred by your company in preparing your proposal, attending meetings, making site visits and all such expenses otherwise associated with this proposal solicitation shall be the sole responsibility of your company.

The trail and bridge will be constructed to the requirements of this RFP and all attachments included or referenced.

B. Description of Trails to be Constructed

Trail Name: Fonta Flora State Trail – Lake James Loop - Lake James State Park – Paddy's Creek Section

Project Overview:

The Fonta Flora State Trail is a recreation corridor for bicyclists and pedestrians that when completed, will run from downtown Morganton to downtown Asheville. The Lake James Section will be a roughly 28-mile loop around Lake James in Burke County and a part of the greater Fonta Flora State Trail. About 10 miles of the loop has already been constructed on the Northeastern portion of the lake. This project seeks to add an additional 6.4 miles to the existing trail on Lake James State Park – Paddy's Creek Section in Burke County, NC.

Burke County has an executed MOA with the North Carolina Department of Natural and Cultural Resources (NCDNCR) that allows for construction of the trail. The trail is designed to be gently graded and meandering. The purpose of this project is to construct new trail tread along the proposed alignment. The contractor shall include water control structures (grade reversals and rolling grade dips) where appropriate in the new trail construction.

New Trail Construction:

The trail tread shall be five feet wide, and the trail corridor shall be approximately seven feet wide and ten feet high. The total length of new trail construction is approximately 33,970 linear feet. The new trail to be constructed has been pin flagged on the centerline of the trail tread approximately every 10-12'. The contractor may not deviate greater than 5' from this flag line without approval of Burke County Community Development staff. In areas close to the park boundary, lakeshore, or other water sources, no deviation may be allowed.

Trail Construction will be bid as a price per linear foot of constructed trail and final payment for trail construction will be based on the total length as measured by a measuring wheel. Trail work includes,

but is not limited to, the following: mobilization/demobilization, site cleanup, erosion control measures, repair from ingress/egress, or clearing trees and vegetation, grubbing, excavation, back sloping, deberming, compacting, and construction of grade dips, grade reversals, climbing turns, rolling crown switchbacks, and retaining walls.

New Bridge Construction:

The new bridge will be 20' in length and be 6' clear from railing to railing, not including the bulkhead. The bridge site is roughly at the center of the trail project (see map). There is access to the bridge site from the main road via two cleared and maintained logging roads. The remaining 100' (approximate) from the logging road to the crossing has not been cleared. Plans for establishing this access must be minimally invasive and be approved prior to any work being done on the site.

The bridge will be bid as a Lump Sum item. All site work is incidental to bridge construction including, but not limited to: site preparation, site cleanup, construction of sustainable approaches to bridges, erosion control measures, drainage features, trail repair from ingress/egress, bank stabilization, or clearing trees and vegetation.

C. General Trail Work Specifications and Trail Standards

The trail shall be sustainable, constructed to minimize erosion and require little maintenance. The trail shall appear as narrow as possible while still maintaining the required tread width. The contractor must abide by the Soil and Erosion Control Plan for the project that has been approved by NCDEQ. Water shall exit the trail often via self-cleaning grade reversals and/or dips. Earthen waterbars are not acceptable for sustainable trail construction.

The following specifications and standards cannot cover all aspects of trail construction. They are simply intended to relay the intent of the owner.

Trail Construction:

Tree Cutting:

- The trail shall be aligned to avoid removal of trees greater than 12" in diameter at breast height where possible.
- Stumps located in the trail tread shall be completely removed. Those located in the trail corridor shall be cut flush to the ground. Stumps and root balls that have been completely removed shall be placed at least 30 feet from the edge of the trail corridor to minimize their appearance from the trail.

Brush Removal:

- The trail corridor shall be cleared of all limbs, brush, vines and vegetation. Cut limbs shall not protrude from the main stem. All branches shall be cut just outside of the branch collar to promote sealing of the wound.
- The NC BRIDGE Crew has cut all vegetation 6" or less in diameter, at waist height on 5' of either side of the flag line.

- Vegetation cut from the trail corridor shall be moved at least 30' from the edge of the trail corridor. The cut end shall not be visible from the trail.
- Cut and removed brush and vegetation shall be placed close to the ground, not exceeding three feet in height. Brush shall not be placed in piles.

Tread Construction:

- Work shall be completed with hand tools or low impact mechanized equipment with a footprint no wider than the specified trail tread unless approved by the project manager.
- Unless otherwise specified, the trail shall be constructed with a "full bench cut".
- The trail backslope shall transition smoothly to the hillside above.
- All trail tread shall be out sloped 3-5%.
- All vegetative/root matter in the trail tread shall be removed except for large feeder roots which shall be covered with soil to raise the trail tread above the roots.
- The trail tread shall have a compacted mineral soil surface. Compaction shall be completed using a mechanized tamper such as a vibrating plate compactor. The trail bed shall be shaped to leave an even, compacted, uniform surface free of indentations or protruding roots and stumps. The grading of trail tread, back slope, and drainage features shall be finished to a smooth, stable surface.
- Excavated material shall be evenly distributed downhill of the trail tread and shall not form a berm on the outer edge of the tread that will restrict the natural flow of water across and off the trail.
- The contractor shall not complete more than 500' of new trail construction before "finishing" the trail tread and backslope in the manner described above.
- Trail constructed within 100' of streams shall be completed and stabilized in the by the end of each work day.
- Excavated and disturbed soil outside of the trail tread and backslope shall be covered with leaves and other organic debris to resemble the surrounding forest floor. There shall be 50% coverage at a minimum.
- Contractor should incorporate grade reversals *no less* than every 100', and utilize natural features to maintain the designed trail bed width of 5'. Placement of rocks, standing trees, relocated logs from corridor clearing, etc. are examples of acceptable features to narrow the corridor in these wide sections. Trail should meander between drainage structures to more efficiently shed water.

Trail Grades:

- Grade reversals and grade dips shall be constructed to remove water from the trail tread. All needed grade reversals and/or grade dips will be done according to IMBA standards as specified in their book *Trail Solutions*.
- Grades shall not exceed an overall average of 5%. In instances where the terrain requires a slope of 10% for short distances, grade reversals/dips will be required within ten feet of the top of the slope and along the trail tread as necessary.

Climbing Turns:

- All needed climbing turns shall be designed and constructed according to IMBA standards as specified in their book "Trail Solutions".
- Grade reversals shall be located immediately before and after the turn.

Rolling Crown Switchbacks:

- All needed rolling crown switchbacks shall be designed and constructed according to IMBA standards as specified in their book "Trail Solutions".
- Switchbacks shall have a near level turning platform that is slightly crowned. The upper leg shall be insloped at 5% and shall create a drain extending well beyond the platform. The lower leg shall be outsloped at 5% for proper drainage. Grade reversals shall be located immediately before and after the switchback.
- Retaining walls for constructed switchbacks shall be carefully built to ensure stability of the platform and the lower leg of the trail. All fill material shall be thoroughly compacted. If dense vegetation is not present, barriers such as logs, large stones, or brush shall be placed inside the switchback to prevent users from short cutting the switchback.

Other Notes:

- The trail can be accessed by a maintained gravel road that runs through center of the project area. The road connects into NC 126 and has a gate with a combination lock.
- A plan for constructing the section of trail labeled "Land Bridge" on the map must be approved prior to work commencing on that section. Contractor must minimize crossing the land bridge with equipment.

Bridge Construction

- Bridge will be constructed according to the supplied plans.
- Bridge elements will use the following lumber species in the dimensions specified on the plan sheets:
 - Sills, Stringers and Bulkheads: Treated Southern Pine
 - Decking: Full sawn treated Southern Pine
 - Railing Posts: Black Locust
 - Hand Rails: Red Cedar
 - Railings: Rhododendron
- Sills, Stringers, and decking boards can be treated with CCA, but hand rails may not. If using ACQ, all fasteners in contact with ACQ treated lumber must be hot-dipped galvanized, copper or stainless steel.
- The required loading is GROUND SNOW LOAD 150lbs/ft² on Table-1, Sheet A-20 of the bridge documents (Four 6" x 14" stringers).
- Each stringer will be attached to the sills with a bearing shoe
- Blocking will be the same dimension as the stringers and can be installed with joist hangers or with lag screws. The blocking can also be staggered.
- Bridge will not include running planks.
- Decking Boards will be 3"x8" and will be cut flush with the stringers as shown on (A-23)
- The ideal grade is 5% but will not exceed 10%.
- Sills will be attached to the ground with rebar.
-

D. Duration of Project Work

The approximate date that work may begin is dependent on the signing of the contract by all parties. All trail work shall be completed by eight months from the signed date.

E. Mandatory Pre-Proposal Site Visit

A mandatory site visit for this project is required. Please contact Shane Prisby, Operations Manager, at 828-764-9034 or shane.prisby@burkenc.org to arrange for a site visit at his convenience.

F. Qualification

Pre-qualified contractors are those who were pre-qualified through the Burke County Community Development Department's June 2016 RFQ or have completed satisfactory trail work for Burke County in the past.

Other interested and qualified contractors are encouraged to apply but must submit the following to County Community Development Department prior to their bidding on the project:

- Qualifications and Experience
 - Please note if your company is a member of the Professional Trailbuilders Association (PTBA) or equivalent professional association
- Example Projects
- References
- Additional Pertinent Information

Burke County is an equal opportunity employer and encourages proposals from qualified minority and woman-owned businesses. Please contact Shane Prisby, Operations Manager, at 828-764-9034 or shane.prisby@burkenc.org with questions or submissions.

G. Response Format

Proposals should consist of the following:

- Contact information for the Company and a primary contact person. Include email address and direct phone number.
- A copy of this document with unit costs for each project (two separate bid items) and the date of the mandatory pre-proposal site visit noted.
- A proposed schedule indicating the dates for the commencement and completion of each bid item.
- An example of a contract for a trail building project of similar scale and scope created by the Company for a previous client. (This is an optional document, but inclusion will help expedite fulfillment of our internal administrative requirements.)

Questions concerning the Request for Proposals should be directed to Shane Prisby, Operations Manager, at 828-764-9034 or shane.prisby@burkenc.org

Submittals must be **RECEIVED** by the Burke County Community Development Department by **4:00 pm, Friday, February 2, 2018**

Mailing address:
Burke County Community Development
Attn: Shane Prisby
P. O. Box 219
Morganton, NC 28655-0219

Delivery address:
Burke County Community Development
Attn: Shane Prisby
110 North Green Street
Morganton, NC 28680

Email: shane.prisby@burkenc.org

Burke County reserves the right to reject any or all proposals for any reason, to negotiate with any qualified contractor, or to cancel in part or in its entirety this RFP. This solicitation in no way obligates Burke County to award a contract. The County may contract to construct only a portion of the trail project(s).

H. Contract

The selected contractor will be expected to sign a document attesting that he/she agrees to perform all work in accordance with this Request for Proposal unless otherwise agreed to by Burke County.

I. Insurance Requirements

The selected contractor will provide all proper safeguards and shall assume all risks incurred in performing the Services hereunder. The selected contractor shall maintain the following minimum insurance coverages and will provide certificate of insurance to the County naming Burke County as additional insured. Such certificates shall provide that the county be given at least thirty (30) days prior written notice of any cancellation of, intention to not renew, or material change in such coverage. The selected contractor will provide the County with proper certificates when any additions, deletions, or changes are made.

- a. Bodily Injury Liability - \$1,000,000 per occurrence
- b. Property Damage Liability - \$1,000,000 each occurrence
- c. Contractor shall maintain statutory Workers Compensation insurance in accordance with the laws of North Carolina. Contractor shall also maintain Employers' Liability insurance with limits not less than \$1,000,000 per accident and \$1,000,000 each employee injury by disease.

J. Bid Items

Bid on 33,970 LF OF new trail construction @ \$3.00/LF TOTAL \$ 101,910.00

Bid on new 20' Trail Bridge @ Lump Sum \$ 22,668.00

BID TOTAL \$ 124,578.00

BURKE COUNTY COMMUNITY DEVELOPMENT



Fonta Flora State Trail – Lake James State park – Paddy’s Creek Section Construction Agreement

THIS AGREEMENT, entered into this 20th day of February 2018, by and between **Burke County**, North Carolina, a body corporate and politic, hereinafter referred to as the “Owner” whose address is 200 Avery Avenue, Morganton, NC 28655; and **Tri-State Company, Inc.**, a West Virginia corporation, hereinafter referred to as the “Contractor”, whose address is P.O. Box 419, Lesage, WV 25537-0419.

A. SCOPE OF WORK

Contractor shall furnish all labor, equipment and materials necessary to complete the following trail projects as provided in the Request for Proposals (“RFP”) attached hereto and incorporated herein by reference:

1. Construct approximately 33,970 linear feet of new trail at a cost of \$3.00/ft for a total of \$101,910.00
2. Construct one (1) new 20’ trail bridge for a lump sum of \$22,668.00

B. TIME OF COMPLETION

All work shall be completed by September 30, 2018. Time is of the essence to this Agreement.

C. PAYMENT

The Contractor shall make monthly billings in accordance with project progress. For trail construction, payment shall be based upon the total length of trail construction as measured by a measuring wheel. For Bridge construction, payment shall be made in accordance with progress as agreed by both parties. The Contractor shall be paid within thirty (30) days of receipt of a detailed invoice. Contract price shall not exceed \$124,578.00.

D. ABANDONMENT OF IMPROVEMENTS

If the Owner finds it necessary to abandon this project, the Contractor shall be given seven (7) days written notice and be compensated for all work completed under Section A.

E. TERMINATION

**P.O. Box 219, 110 North Green Street, Morganton, North Carolina 28680
Telephone (828)764-9030 – FAX (828)764-9021**

This Agreement may be terminated by either party upon thirty (30) days written notice. The County may terminate this Agreement immediately and without notice for violation by the Contractor of this Agreement.

F. OTHER PARTIES

It is mutually agreed that this Agreement is not transferable, nor are any duties or obligations under it assignable, by either party to a third party without the consent of the other party hereto.

G. GOOD STANDING

The Contractor affirms that it is a business duly organized under the laws of the State of West Virginia and existing in good standing under the laws of the State of West Virginia, and is licensed to do business as a foreign corporation under the laws of the State of North Carolina, and has full power and authority to carry on its business as such is now being conducted. The Contractor hereby verifies that it is aware of, and in compliance with the requirements of E-Verify as required by North Carolina General Statutes and will execute an Affidavit verifying compliance.

H. INDEMNITY

The Contractor agrees to indemnify the County and hold the County harmless from any action, liability, taxes, claim, obligation or judgment whatsoever, including court costs and reasonable attorneys' fees, for which the County shall pay, incur or be subject to by virtue of any government or other third-party claims based upon any action, occurrence or transaction involving the Contractor, its employees or associates, occurring on County property or affecting the County's property or this Agreement. The Contractor shall indemnify the County and hold the County harmless for any damage done to County property or while on County property, or done to any third party's property by the Contractor, its employees or associates.

I. NOTICES

Whenever in this contract it shall be required or permitted that notice or demand be given or served by either party to this Agreement to or upon the other, such notice or demand shall be given or served, and shall not be deemed to have been given or served unless in writing, and forwarded by certified or registered mail, return receipt requested, addressed to the other party at the address given in the heading of this Agreement.

J. INDEPENDENT CONTRACTOR

In the performance of the duties and obligations of Contractor under this Agreement, it is mutually understood and agreed that Contractor and its staff are at all times acting and performing as an independent contractor. Other than the obligations contained herein, Owner shall not have or exercise any control or direction over the methods that Contractor, or any of its staff, use to perform the services herein.

Contractor agrees that it alone has the responsibility of paying such persons employed or retained by it, making deductions required by law and generally determining any and all appropriate forms of compensation and fringe benefits for them. Contractor hereby specifically waives any claim of rights or benefits, whether present or future, under Owner's retirement plans, fringe benefits afforded its employees, or the Owner's payment of social security taxes, workers' compensation, unemployment compensation or like benefits normally afforded its employees.

K. GOVERNING LAW, COUNTERPARTS, ENTIRE AGREEMENT, WAIVER, EFFECTIVENESS, ASSIGNMENT, HEADINGS, SEVERABILITY

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of North Carolina, and may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument representing the Agreement of the parties relating to the subject matter hereof, and the parties hereto have made no agreements or representations relating to the subject matter of this Agreement which are not set forth herein or herein provided for.

Any term or condition of this Agreement may be waived in writing at any time by the party or parties entitled to the benefit thereof. No modification of this Agreement shall be valid unless in writing and signed by the parties hereto. The waiver of breach of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other breach of the same or any other term or condition.

This Agreement shall become effective when signed by all the parties in the respective places indicated. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

The headings of this Agreement are for reference purposes only and shall not be used in construing or interpreting this Agreement. If any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

The sole venue for any action brought by either party to this contract shall be the state or federal courts serving Burke County, North Carolina.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above indicated.

BURKE COUNTY

By: 

Its: County Manager

Attest:


Kay Honeycutt Draughn, Clerk to the Board

TRI-STATE COMPANY, INC.

By: 

Its: Vice President

This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Finance Director or Deputy Finance Director

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF BURKE

NOW COMES Affiant, first being sworn, deposes and says as follows:

1. I am an officer or director of J.P. State Company Inc. (the "Company"), with full power, authority and knowledge to execute this Affidavit;

2. The Company has submitted a bid for contract or desires to enter into a contract with Burke County:

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of, and the Company is in compliance with, the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies);

After hiring an employee to work in the United States, the Company verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

The Company employs less than twenty-five (25) employees in the State of North Carolina, which exempts it from E-Verify responsibilities under North Carolina law.

4. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of his/her bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 North Carolina General Statute § 143-133.3(c)(2) to include (mark which applies);

After hiring an employee to work in the United States, the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

Employ less than twenty-five (25) employees in the State of North Carolina, (which exempts it from E-Verify responsibilities under North Carolina law). Specify subcontractor:

1. _____

2. _____

3. _____

**P.O. Box 219, 110 North Green Street, Morganton, North Carolina 28680
Telephone (828)764-9030 – FAX (828)764-9021**

This the 27TH day of FEBRUARY, ~~2017~~ ¹⁸

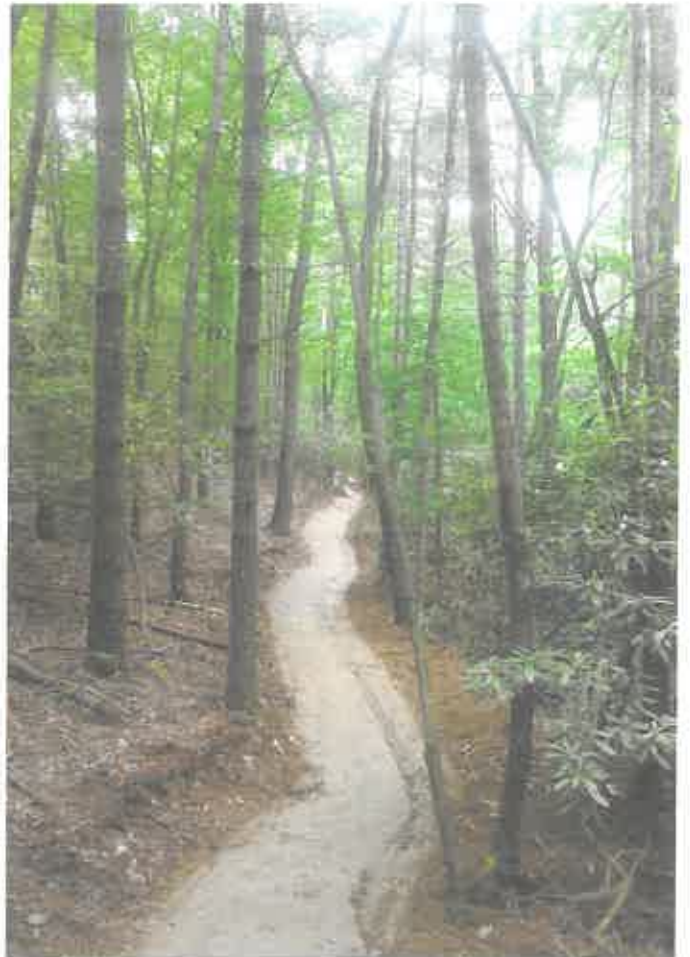

[Signature]
Affiant

Vice President
Title

Sworn to and subscribed before me, this the 27 day of February, ~~2017~~ ²⁰¹⁸ *als*

Amy Swanson
Notary Public

My commission expires: 8-25-21







United States
Department of
Agriculture

Forest
Service

George Washington &
Jefferson NF

5162 Valleypointe Parkway
Roanoke, VA 24019
540/265-5100

File Code: 6320

Date: May 3, 2017

Tri-State Company, Inc.
ATTN: John Gibson
P O Box 419
Lesage WV 25537

Dear Mr. Gibson:

The Forest Service is awarding you the contract for construction of the 4.34 mile Valley Divide Trail (BASE BID) and construction of the Trail Parking Area (BID OPTION 1) located on the George Washington & Jefferson National Forests, Mount Rogers NRA, Smyth County, Virginia in the amount of \$83,689.38. The contract incorporates the terms and conditions of RFQ No. AG-3395-S-17-0015 and your quote dated 4/28/2017. Always ensure the contract number AG-3395-P-17-0042 is cited on all relative correspondence and invoices. Please indicate your acceptance by signing, dating and returning one copy of the Contract enclosed.

You are required to provide payment protection in the form of a payment bond or irrevocable letter of credit for 100 percent of the contract price within 10 days of receipt of this letter as stated in FAR Clause 52.228-13 included in your RFQ package.

Documented proof of adherence to the Buy America Act is required for this RTP funded project. Receipts for all materials used for the completion of this project shall be provided to the COR.

Work under this project is subject to the Davis Bacon Act which requires employees to be paid in accordance with the Department of Labor Wage Determinations. A copy was included in your RFQ package. It will be your responsibility to submit weekly payrolls, Form WH-347, to the COR throughout the period of performance on this contract.

Enclosed are posters entitled Employee Rights Under The Davis-Bacon Act, Equal Employment Opportunity is The Law and Job Safety and Health which must be displayed at your office and/or the project worksite.



Jim Lowe is designated as the Contracting Officer's Representative (COR) for this contract. A copy of his designation letter is enclosed. He will contact you to make arrangements for a post award conference. You will be required to commence work within 3 calendar days after the date you receive the notice to proceed. This period of performance for this project is from May 3, 2017 to August 18, 2017.

Invoices must be submitted through the Invoice Processing Platform (IPP). The website to register and submit invoices is: www.ipp.gov

If you have any questions, you can call me at 540-265-5112 or Jim Lowe at 540-265-5194.

Sincerely,



Sherry D. Helmick
Contracting Officer

Cc: Jim Lowe

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1 DATE OF ORDER 05/03/2017	2 CONTRACT NO (if any)	8 SHIP TO: a NAME OF CONSIGNEE USDA FOREST SERVICE
-------------------------------	------------------------	--

3 ORDER NO. AG-3395-P-17-0042	4 REQUISITION/REFERENCE NO 841232
----------------------------------	--------------------------------------

5 ISSUING OFFICE (Address correspondence to) USDA FOREST SERVICE 5162 VALLEYPONTE PKWY ROANOKE VA 24019-3050	b. STREET ADDRESS USDA FOREST SERVICE MOUNT ROGERS NRA 3714 HWY 16
---	---

c CITY MARION	d STATE VA	e ZIP CODE 24354-9700
------------------	---------------	--------------------------

7 TO: a NAME OF CONTRACTOR TRI STATE COMPANY INC - 1799154910000	f SHIP VIA
--	------------

b COMPANY NAME	<input checked="" type="checkbox"/> a PURCHASE REFERENCE YOUR:	<input type="checkbox"/> b DELIVERY
----------------	---	-------------------------------------

c STREET ADDRESS P O BOX 419 1100370442	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any including delivery as indicated	Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract
---	--	--

d CITY LESAGE	e STATE WV	f ZIP CODE 25537-0419
------------------	---------------	--------------------------

9. ACCOUNTING AND APPROPRIATION DATA FS00.ZZ.....0808CMXN0715.2540...	10 REQUISITIONING OFFICE IAS
--	---------------------------------

11 BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b OTHER THAN SMALL <input type="checkbox"/> c DISADVANTAGED <input type="checkbox"/> d WOMEN-OWNED <input type="checkbox"/> e HUBZone <input type="checkbox"/> f SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h EDWOSB	12 F.O.B. POINT Destination
--	--------------------------------

13 PLACE OF a INSPECTION b ACCEPTANCE	14 GOVERNMENT B/L NO.	15 DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 08/18/2017	16 DISCOUNT TERMS
---	-----------------------	---	-------------------

17. SCHEDULE (See reverse for Rejections)

ITEM NO (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Agency Code: FS00 Budget Yr Start: ZZ SHC: 0808CMXN0715 BOC: 2540 Period of Performance: 05/03/2017 to 08/18/2017 Continued ...					

18 SHIPPING POINT	19 GROSS SHIPPING WEIGHT	20 INVOICE NO	17(n) TOTAL (Cont. pages)
21 MAIL INVOICE TO:			
a NAME INVOICE PROCESSING PLATFORM IPP			\$83,689.38
b STREET ADDRESS (or P.O. Box) ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV			17(i) GRAND TOTAL
c CITY	d STATE	e ZIP CODE	
			\$83,689.38

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) SHERRY HELMICK TITLE: CONTRACTING/ORDERING OFFICER
---	---

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER

CONTRACT NO

05/03/2017

ORDER NO

AG-3395-P-17-0042

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
001	<p>Contractor shall furnish all supervision, labor, materials, equipment, tools, transportation and supplies necessary to construct the 4.34 mile Valley Divide Trail on the George Washington & Jefferson NFs, Mount Rogers NRA, Smyth county VA in accordance with the specifications, clauses and provisions of RFQ AG-3395-S-17-0015 and your quote dated 4/28/2017. The work shall consist of 3.14 miles of construction of new trail (48" tread), specific items of construction along 1.2 miles of existing FS Road 49532 and construction of a trail parking area.</p> <p>BASE BID ITEMS</p> <p>912(06) Rolling Dip (FSR 49352) - 14 @ \$150.00 each = \$2,100.00</p> <p>912(07) Native rock riprap surfacing - 317 LF @ \$9.00 per foot = \$2,853.00</p> <p>917(01) Trail construction, 48" tread - 3.14 MI @ \$20,592.00 each = \$64,658.88</p> <p>935(01) Rock Retaining Wall - 20 SY @ \$300.00 per SY = \$6,000.00</p> <p>981(08) Seed, fertilize & mulch - 2 AC @ \$2,000.00 each = \$4,000.00</p> <p>BID OPTION 1 ITEMS:</p> <p>911(04) Borrow - 36 CY @ \$25.00 per CY = \$900.00</p> <p>911(12) Site grading - 1 LS @ \$1,125.00</p> <p>913(03) Aggregate Surfacing - 10 TN @ \$30.25 per ton = \$302.50</p> <p>925(03) Lead off ditch - 20 LF @ \$25.00 per LF = \$500.00</p> <p>941(03) Remove & reset fence - 100 LF @</p> <p>Continued ...</p>				83,689.38	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(f))					\$83,689.38	

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

3


IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
05/03/2017

CONTRACT NO

ORDER NO.

AG-3395-P-17-0042

ITEM NO	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
	<p>\$5.00 per LF = \$500.00</p> <p>981(07) Seed, fertilize & mulch - 20 SY @ \$37.50 per SY = \$750.00</p> <p>The undersigned hereby agrees to execute the work described above:</p> <p>Signature: </p> <p>Date: <u>5/18/2017</u></p> <p>The total amount of award: \$83,689.38. The obligation for this award is shown in box 17(i).</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	





**U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

CONTRACT NO: AG-3395-P-17-0042

PROJECT: Valley Divide Trail Construction

LOCATION: Mount Rogers NRA

CONTRACTOR: Tri-State Company, Inc.
P O Box 419
Lesage WV 25537

AWARDING OFFICE: USDA Forest Service
George Washington & Jefferson National Forests
5162 Valleypointe Parkway
Roanoke, VA 24019-3050

REQUEST FOR QUOTATION (THIS IS NOT AN ORDER)		THIS RFQ <input type="checkbox"/> IS <input type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE		PAGE OF PAGES 1 31	
1. REQUEST NO. AG-3395-S-17-0015	2. DATE ISSUED 3/23/2017	3. REQUISITION/PURCHASE REQUEST NO. 841232		4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 <input type="checkbox"/> AND/OR DMS REG. 1	
5a. ISSUED BY USDA Forest Service 5162 Valleypointe Parkway Roanoke VA 24019-3050				6. DELIVER BY (Date) See Section F	
5b. FOR INFORMATION CALL (NO COLLECT CALLS)				7. DELIVERY <input type="checkbox"/> FOB DESTINATION OTHER (See Schedule)	
NAME Sherry D. Helmick		TELEPHONE NUMBER AREA CODE: 540 NUMBER: 265-5112		9. DESTINATION a. NAME OF CONSIGNEE Mount Rogers NRA	
8. TO: a. NAME		b. COMPANY		b. STREET ADDRESS 3714 Highway 16	
c. STREET ADDRESS		d. CITY Marion		c. CITY	
d. CITY		e. STATE VA		d. STATE VA	
f. ZIP CODE		e. ZIP CODE 24354		e. ZIP CODE 24354	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5A ON OR BEFORE CLOSE OF BUSINESS April 21, 2017 @ 2:00 pm		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in BLOCK 5A. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

11. SCHEDULE (Include applicable Federal, State and local taxes)					
ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Contractor shall furnish all supervision, labor, materials, equipment, tools, transportation and supplies necessary to construct the 4.7 mile Valley Divide Trail on the George Washington & Jefferson NFs, Mount Rogers NRA, Smyth county VA in accordance with the specifications, clauses and provisions of this RFQ. The work shall consist of 3.5 miles of construction of new trail (48" tread) and specific items of construction along 1.2 miles of existing FS Road 49532. THIS RFQ IS SET-ASIDE FOR SMALL BUSINESS				<p align="center">Enter Pricing on the Schedule of Items in Section B</p> <p>CONTRACTOR MUST BE REGISTERED IN SYSTEM FOR AWARD MANAGEMENT (SAM) TO BE AWARDED A CONTRACT. THE ADDRESS FOR SAM IS: www.sam.gov</p> <p>CONTRACTOR MUST BE LICENSED TO WORK IN VIRGINIA.</p>
12. DISCOUNT FOR PROMPT PAYMENT <input type="checkbox"/>		a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER PERCENTAGE

NOTE: Additional provisions and representations are are not attached.

13. NAME AND ADDRESS OF QUOTER		14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER TRI-STATE COMPANY INC.				4/29/2017	
b. STREET ADDRESS PO Box 419		16. SIGNER		b. TELEPHONE	
c. COUNTY CABELL		a. NAME (Type or print) John Gibson		AREA CODE 304	
d. CITY LESAGE		e. STATE WV		NUMBER 736-2110	
f. ZIP CODE 25537		c. TITLE (Type or Print) VICE PRESIDENT			

PART I—THE SCHEDULE

**SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS
 SCHEDULE OF ITEMS FOR VALLEY DIVIDE TRAIL CONSTRUCTION**

BASE BID

ITEM	DESCRIPTION	METHOD OF MEASURE	EST. QUANTITY	PAY UNIT	UNIT PRICE	TOTAL
912(06)	Rolling Dip (FSR 49352)	AQ	14	EA	150.00	2100.00
912(07)	Native rock riprap surfacing	AQ	317	LF	9.00	2853.00
917(01)	Trail construction, 48" tread	AQ	3.14	MI	20592.00	64658.88
935(01)	Rock Retaining Wall	AQ	20	SY	300.00	6000.00
981(08)	Seed, fertilize & mulch	DQ	2	AC	2000.00	4000.00
TOTAL AMOUNT =						<u>\$79,611.88</u>

BID OPTION 1 – TRAIL PARKING AREA

ITEM	DESCRIPTION	METHOD OF MEASURE	EST. QUANTITY	PAY UNIT	UNIT PRICE	TOTAL
911(04)	Borrow	DQ	36	CY	25.00	900.00
911(12)	Site grading	LSQ	1	LS	1125.00	1125.00
913(03)	Aggregate Surfacing	AQ	10	TON	30.25	302.50
925(03)	Lead off ditch	DQ	20	LF	25.00	500.00
941(03)	Remove & reset fence	DQ	100	LF	5.00	500.00
981(07)	Seed, fertilize & mulch	DQ	20	SY	37.50	750.00
TOTAL AMOUNT =						<u>\$4077.50</u>

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER: 17-991-5491

ARE YOU REGISTERED IN SAM? YES [] NO

HAVE YOU COMPLETED REPRESENTATIONS AND CERTIFICATIONS IN SAM?
 YES [] NO

Contractor Acceptance Statement: By signing the offer, the Contractor agrees to all terms, conditions, and provisions included in the solicitation and agrees to furnish any awarded items at the price set in the schedule unless otherwise excepted as follows:

Additional Contractor Notes:

1. Partial funding for this project is being provided by the Recreational Trails Program (RTP) of the Federal Highway Administration administered in Virginia by DCR and must be undertaken in accordance with the Recreational Trails Program guidance of the form FHWA 1273 and with 2, 23 and 49 CFR. RTP guidance requires the contractor to be licensed to work in Virginia and proof of adherence to the Buy American Act is required.
2. Award will be made to one contractor.
3. **100% Payment Bond Protection will be required within 10 calendar days of Notice of Award to successful contractor. A Bid Bond IS NOT required.**
4. Davis-Bacon wage rates applicable to this project are attached. Successful contractor is required to pay these rates at a minimum for the category of worker that will be used on this job. Contractor is required to submit weekly payrolls to project COR, and to keep payrolls filed for three years subject to DOL review.
5. Contractor must be registered in System for Award Management (SAM) at the following website: www.sam.gov to be awarded a contract resulting from this solicitation. Registration in this system is free. Assistance is available to help contractors register in SAM. Contact the Contracting Officer for additional information.
6. Contractor will be required to submit invoices through the Invoice Processing Platform (IPP). The website to register and submit invoices is: www.ipp.gov

EXPERIENCE QUESTIONNAIRE IS REQUIRED. PLEASE RETURN WITH YOUR QUOTE.

SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

General Scope of Contract

Contractor shall provide all labor, supervision, equipment, supplies, and incidentals to construct the Valley Divide Trail located in the Mount Rogers National Recreation Area of the George Washington Jefferson National Forests in Smyth County, Virginia. This 4.7 mile trail will be a Class 3, standard terra trail managed for equestrian, bicycle and hiker/pedestrian use.

The section of trail that requires work will be designated on the ground and is accounted for in the Schedule of Items. The work shall consist of 3.5 miles of construction of new trail (48" tread) and specific items of construction along 1.2 miles of existing FS Road 49532. Pay Item 917(01) Trail Construction shall include all necessary grubbing, excavation & slope finishing to meet the requirements of the attached drawings and specifications. Specific items of construction such as rolling dips, switchbacks, native rock riprap surfacing & rock retaining walls shall be flagged on the ground and compensated as shown in the Schedule of Items.

Design Parameters:

The following design parameters are standardized technical guidelines that have been established for all National Forest System trails based on trail class and the designed use for the trail, i.e. hiker, equestrian or bicycle. These parameters are included in the task order to convey an overall intent for trail construction. Local deviations from these parameters are expected in response to trail-specific conditions, topography and other factors. Scheduled trail construction should attain these parameters unless noted otherwise. Deviations must be approved by the CO.

Trail classes are general categories reflecting the desired level of trail development ranging from minimally developed (Trail Class 1) to fully developed (Trail Class 5). The Trail Management Objective (TMO) for the Valley Divide Trail is Trail Class 3 (Developed Trail). The designed use is Pack and Saddle (Equestrian). Managed Uses are Bicycle and Hiker/Pedestrian. All motorized Uses are prohibited.

Design Parameters for Trail Class 3, Pack and Saddle

Design tread width = 48" to 60" (48" tread typical)

Target grade = < 10% (max of 15% for 200ft)

Average grade = < 5%

Target cross slope = 5%

Design surface = intermittently rough; protrusions less than or equal to 3" may be common, but not continuous; obstacles may be common, but not substantial or intended to provide challenge

Design turn = 6' to 8'

No materials or labor will be furnished by the Government unless specifically identified in the "Government - Furnished Property Clause."

Location

The project is located near Sugar Grove, Virginia. From Marion, VA, take VA-16 south for approximately 15 miles. The new trailhead is located on the left at the intersection of VA 16 and VA-650.

Price Range

The Government's estimate is: between \$25,000 and \$100,000

Set-Aside

100% total small business

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov/far/

Technical Specifications

See attachments listed in Section J.

Inspection and Acceptance

A Contracting Officer's Representative (COR) will be designated in writing for this project. Inspection and acceptance will be made by the COR in accordance with FAR Clause 52.246-12, Inspection of Construction (see section E).

Basis of Payment

Measurement will be based on quantities named in the schedule of items. Payment shall be made in accordance with Clause 52.232-27, Payments, at the established unit prices for work based on units completed by the contractor and accepted by the government. Submit invoice to the Project COR through the Invoice Processing Platform (IPP), registration required: <https://www.ipp.gov/>

452.211-72 Statement of Work/Specifications. (FEB 1988)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

452.211-73 Attachments to Statements of Work/Specifications. (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

BIOBASED PRODUCTS

The Contractor must comply with the Agricultural Act of 2014; the Food, Conservation and Energy Act of 2008 (FCEA), 7 U.S.C. 8102; the Farm Security and Rural Investment Act of 2002 (FSRIA), 7 U.S.C. 8102; the Federal Acquisition Regulation; Executive Order (EO) 13514, "*Federal Leadership in Environmental, Energy and Economic Performance*," dated October 5, 2009; EO 13423, "*Strengthening Federal Environmental, Energy, and Transportation Management*," dated January 24, 2007; and Presidential Memorandum, "*Driving Innovation and Creating Jobs in Rural America through Biobased and Sustainable Product Procurement*," dated February, 2012 to provide biobased products.

All supplies and materials shall be of a type and quantity that conform to applicable Federal specifications and standards, and to the extent feasible and reasonable; include the exclusive use of biobased and recycled products.

For more information regarding the Department of Agriculture Biobased Program go to: <http://www.biopreferred.gov>.

SECTION D--PACKAGING AND MARKING

{For this Solicitation, there are NO clauses in this Section}

SECTION E--INSPECTION AND ACCEPTANCE

52.246-12 Inspection of Construction (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not-

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

SECTION F--DELIVERIES OR PERFORMANCE**FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov/far/

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**52.242-14 Suspension of Work (APR 1984)****52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 3 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work between May 1, 2017 and August 1, 2017. The time stated for completion shall include final cleanup of the premises.

SECTION H--SPECIAL CONTRACT REQUIREMENTS

CONTRACTOR MUST BE LICENSED TO PERFORM WORK IN VIRGINIA

BUY AMERICAN ACT

Proof of adherence to the Buy American Act is required. Contractor will be required to submit documentation to the Contracting Officer indicating that materials used in construction of this project were made in America.

WORK SCHEDULE

Work must be performed between May 1, 2017 and August 1, 2017. Final completion of work is required on or before August 1, 2017.

EQUIPMENT CLEANING

All soil moving equipment shall be thoroughly cleaned to make it free of soil, noxious weed seeds, vegetative matter or other debris that could contain or hold seeds prior to being delivered to the project site. Equipment shall be considered free of soil, noxious weed seeds and other such debris when a visual inspection by the C.O.R., prior to the equipment being delivered to the site, does not disclose such material present. Disassembly of equipment components is not required. The Contractor shall notify the Forest Service at least five (5) working days prior to moving each piece of soil moving equipment onto the project site, unless otherwise agreed.

The Contractor shall thoroughly clean all soil moving equipment prior to moving them off a project site or between work areas on a project site that are known to be infested with noxious weed species of concern and other work areas, if any, that are free of noxious weed species of concern. Areas known to be infested with specific noxious weed species of concern to the Forest Service shall be noted in the Schedule of Work. The Contractor and the Forest Service shall agree on the methods of cleaning, location for the cleaning and control of off-site impacts, if any.

When new areas of infestation of noxious weeds of concern to the Forest Service are identified on the project site by either the Forest Service or Contractor they shall be promptly reported to the other party.

PART II--CONTRACT CLAUSES

SECTION I--CONTRACT CLAUSES

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.204-7	System for Award Management (OCT 2016)
52.204-13	System for Award Management Maintenance (OCT 2016)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.219-28	Post Award Small Business Program Rerepresentation (JULY 2013)
52.222-3	Convict Labor (JUN 2003)
52.222-6	Davis-Bacon Act (MAY 2014)
52.222-7	Withholding of Funds (MAY 2014)
52.222-8	Payrolls and Basic Records (MAY 2014)
52.222-9	Apprentices and Trainees (JUL 2005)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (MAY 2014)
52.222-12	Contract Termination - Debarment (MAY 2014)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (MAY 2014)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (MAY 2014)
52.222-20	Contracts for Materials, Supplies, Articles and Equipment Exceeding \$15,000 (MAY 2014)
52.222-21	Prohibition of Segregated Facilities (APR 2015)
52.222-26	Equal Opportunity (SEPT 2016)
52.222-27	Affirmative Action Compliance Requirements for Construction (APR 2015)
52.222-36	Equal Opportunity for Workers with Disabilities (JULY 2014)
52.222-37	Employment Reports on Veterans (FEB 2016)
52.222-50	Combating Trafficking in Persons (MAR 2015)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (SEP 2013)
52.223-5	Pollution Prevention and Right-to-Know Information (MAY 2011)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
52.232-5	Payments Under Fixed-Price Construction Contracts (MAY 2014)
52.232-18	Availability of Funds (APR 1984)
52.232-23	Assignment of Claims (MAY 2014)
52.232-27	Prompt Payment for Construction Contracts (JAN 2017)
52.232-33	Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations (JUNE 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)



September 4, 2018

To Whom It May Concern:

While employed as the Operations Manager for Burke County Community Development, I served as the project manager for the Fonta Flora State Trail - Lake James Section. This trail is an easy to moderate multi-use hiking and mountain biking trail with a natural mineral soil surface. It is designed sustainably and constructed to minimize erosion and require minimal maintenance. The trail averages five feet in width and the overall average trail grade or steepness is 10% or less. It provides a rural greenway experience for residents and visitors in Burke County, North Carolina.

Tri-State Company, Inc., responded to Burke County's request for qualifications and subsequent request for proposals for the Mountains-to-Sea/Fonta Flora Loop Trail Connector and Fonta Flora Trail – Eastlake Two and Three construction. They were selected to improve approximately 8,500 linear feet of existing trail and construct approximately 21,000 linear feet of new trail. Trail improvement encompassed definition and widening of the trail tread to include restoring a compacted, fairly uniform, 3-5% outsloped surface with water control structures. If needed, existing backslope cuts were completed as specified in the contract and minor reroutes were constructed in limited areas.

I was very satisfied with Tri-State Company, Inc.'s, pricing, efficiency, and overall quality of work for this project. John Gibson and Charlie Dundas are familiar with the concepts of sustainable trail design, layout, and construction. While working on this project, Tri-State was quick and efficient. They accurately followed proposed trail alignments on the ground, and their expertise allowed them to adjust alignments when needed. Their team worked together effectively to "finish" trail as they were constructing it. This resulted in a high quality finished product at the end of each work day, which minimized the hazards associated with ongoing trail construction projects.

The Fonta Flora State Trail has become a magnet for beginning and experienced mountain bikers in Burke County. Tri-State Company, Inc.'s, quality of work has undoubtedly contributed to the popularity of the trail. They are an excellent company to work with, and I hope to work with them in the future. If you have any questions, please don't hesitate to contact me at 336-342-4261 ext. 2406 or by email at johnsont1587@rockinghamcc.edu.

Sincerely,

A handwritten signature in black ink that reads 'Tim Johnson'.

Tim Johnson
Director – Duke Energy TRAILS at Rockingham Community College

BURKE COUNTY COMMUNITY DEVELOPMENT

PLANNING BUILDING INSPECTIONS CODE ENFORCEMENT

September 10, 2018

RE: Tri-State Company, Inc.

To Whom It May Concern,

My name is Shane Prisby and I have been Community Development Operations Manager for Burke County, North Carolina for the past year. As part of my responsibilities, I oversee the development of the Fonta Flora State Trail.

Projects for the trail are constructed using contractors selected through a competitive low-bid process. I have bid out two construction projects in the past year and both projects have been awarded to Tri-State Company, Inc. The first project was for the construction of four bridges 30ft long, 6ft clear in width built to US Forest Service specifications and two had custom railings. The second project was for 33,970 LF of new trail and one 20ft long, 6ft clear bridge built to US Forest Service specifications with custom railings.

To say that we have been satisfied with Tri-State's work would be an understatement. The level of craftsmanship and attention to detail that goes into every aspect of their work is incredible. I have complete confidence in them to make decisions in the field and know that they take every care to minimize impact and deliver a sustainable product. I would recommend the Tri-State Company to anyone looking for the highest quality in trail construction. If you have any questions, please don't hesitate to reach out.

Sincerely,



Shane Prisby

Community Development Operations Manager

Shane.prisby@burkenc.org



David M. Tackett
Manager of Service Personnel
Phone: 304-528-5044 Fax: 304-528-5082
2850 5th Avenue • Huntington, WV 25702

August 31, 2018

Project Leader
West Virginia Department of Natural Resources
Building 74
324 Fourth Ave.
South Charleston, WV 25303

Dear Project Leader:

It is a wonderful day when we at the Cabell County Board of Education have the opportunity to show how much we appreciate the Tri-State Company and its owners Colonel Charlie Dundas (*USMC, Retired*), and John Gibson. During the winter of 2016 our Huntington High School Cross Country Track Coach approached us to help him build a cross country track on another one of our school campuses. The coach's proposal included a small grant awarded by one of our Senators. At the time we were approached by the coach, the final plan was to include bussing the athletes from Huntington High School to the other campus each day for practices. Because of the proposed situation, it was also understood that Huntington High School would probably never get to host a cross country track meet because the venue on the other school campus would be too small. When we asked the cross country coach why he didn't consider building the track on Huntington High's Campus, he told us that it was impossible.

That is when we approached the Tri-State Company. Mr. Dundas and Mr. Gibson met with a team of administrators and coaches at Huntington High and inspected a topographic map of the property. They then proposed a walkthrough so they could put their eyes on the lay of the land and see for themselves what the map were telling them. After the walkthrough, Mr. Dundas and Mr. Gibson sat down and drew a course that everyone thought could be done.

During the process of building the trail, the Board of Education appointed me as the lead contact for the project. The Tri-State Company signed to a set of agreed terms for the work and never disappointed us in anyway. The Tri-State Company started the project earlier than we thought they could, they found ways to save money along the way, and they always worked without any safety concerns. Safety was one of the Board's key concerns because the equipment used for trail building could easily be an issue with several hundred high school students around.

The quality of the work that was completed exceeded all of the board's and school's expectations. Several pictures of our course is located on their website. The project was also completed long before the projected deadline, and the cost for the project came in under budget by almost 10 %. The money that was let from the budget was given to the school so the track coach could purchase a tractor that is being used to maintain the course.

SUPERINTENDENT OF SCHOOLS • Ryan S. Saxe
ASSISTANT SUPERINTENDENTS • Tim Hardesty • Kelly Watts • Kim Cooper
BOARD MEMBERS:
Mary Neely, President • Skip Parsons • Gordon Ramey • Rhonda Smalley • Dr. Carole Garrison



At Cabell County Schools, we believe there is no company better at carving trails out of the wilderness than the Tri-State Company. Charlie and John are a wonderful, honest, hard-working team that will never give one minutes concern. We highly recommend them for your project and look forward to hiring them again for our next project.

If you have any questions, please contact me at any time.

Sincerely yours,

A handwritten signature in blue ink that reads "David M. Tackett". The signature is written in a cursive style with a large, prominent 'D'.

David M. Tackett

SUPERINTENDENT OF SCHOOLS • Ryan S. Saxe
ASSISTANT SUPERINTENDENTS • Tim Hardesty • Kelly Watts • Kim Cooper
BOARD MEMBERS:
Mary Neely, President • Skip Parsons • Gordon Ramey • Rhonda Smalley • Dr. Carole Garrison

August 30, 2018

To Whom It May Concern:

I have known and worked with Tri-State Company for 30 years. I first met Tri-State Company while they were working on Cascades National Recreation Trail, in Jefferson National Forest, Virginia. This area has over 120,000 people come to hike it every year. It is a four mile creek side loop trail that leads to a 66 foot waterfall. All of the project was in a riparian area. As Landscape Architect on the project, I was impressed with Tri-State's "light on the land" approach to trail construction. Their ability to build sustainable trail in difficult locations and their expertise in remote bridge construction was, and still is, extremely impressive.

The construction process at the Cascades took place over many years and contracts. It involved working in an environmentally sensitive area rebuilding the tread way, native timber cribbing, stonework, water bars, clearing, grubbing, and treated timber structure repair, sections of trail were deconstructed and stream banks were armored with very large native stone.

Tri-State's extensive skills and artistry consistently created products that looked to have always been there. As an RFP contractor Tri-State's trail solutions have solved some true trail nightmares. When Tri-State closes a trail, no one will ever know there was a trail there. Everything that they build has the time honored feeling of permanence and quality. If they build it, it is going to be there for a while.

I have watched them helicopter in concrete and 70' stringers to a forested gorge; haul hundred pound rocks on their backs; generate accurate staking with laser equipment; carve signs; develop master plans; operate equipment; lay stone; hoist large rocks and pin them to armor creek banks.

Tri-State's construction methods have stood the test of time at the Cascades. It's not 1987 anymore. This trail still sees one hundred and twenty thousand visitors every year and has withstood several large flood events. Tri-State Company has created an easily sustainable, high quality product and it will last for many years to come.

Tri-State has also worked on other projects for our national forest district. They have built bridges and picnic tables, and observation platforms; installed cedar shakes on a two story building; done new stone work and repaired old stonework; built elevated curvilinear walkway; installed signs; constructed treated timber steps; taught trail classes and been a consultant on countless projects. I have even hired them at my own home to install a water line and remove some vegetation. I appreciate their skill and the occasional opportunity to be on their team; it's a winning team that won't settle for anything less than their best.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sheryl Mills". The signature is written in black ink and is positioned above the printed name.

Sheryl Mills

Landscape Architect/Realty Specialist

George Washington and Jefferson National Forest

LSM1034219

Agency _____
REQ. P. OR _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Tri State Company, Inc.
of Ona West Virginia, as Principal, and RLI Insurance Company
of Peoria Illinois, a corporation organized and existing under the laws of the State of Illinois
with its principal office in the City of Peoria, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, in the penal sum of 5% of Total Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Bike Path Rehabilitation; Canaan Valley Resort; ARFQ 0310 DNR1900000020

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 Obligor may accept such bid, and said Surety does hereby waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an individual, this 16th day of October, 2018.

Principal Seal

Tri State Company, Inc.
(Name of Principal)
By [Signature] WV00333M
(Must be President, Vice President, or
Duly Authorized Agent)
CHARLES L. DUNDAS
PRESIDENT
(Title)

Surety Seal

RLI Insurance Company
(Name of Surety)
[Signature]
Attorney-in-Fact Alene D Lyons

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1034219

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Alene D Lyons in the City of Ona, State of West Virginia, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bond and undertakings in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Tri State Company, Inc.
Obligee: West Virginia Division of Natural Resources
Bond Amount: 5% of Total Amount Bid

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"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."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 16th day of October, 2018.

RLI Insurance Company

By: Barton W. Davis
Barton W. Davis Vice President



State of Illinois }
County of Peoria } SS

On this 16th day of October, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution 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 the seal of the RLI Insurance Company this 16th day of October, 2018.

RLI Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary