



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

Request for Quotation

RFQ NUMBER
 DNR209064

PAGE
 1

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

RFQ COPY

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J M Steorts and Associates, LLC
 206 Chase Drive
 Hurricane, WV 25526

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DIVISION OF NATURAL RESOURCES
 BLACKWATER FALLS STATE PARK
 ATTN: PARK SUPERINTENDENT
 DRAWER 490
 DAVIS, WV
 26260 304-259-5216

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
12/01/2008				

BID OPENING DATE: 12/18/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO REPLACE THE ORIGINAL BID SPECIFICATIONS WITH THE ATTACHED REVISED SPECIFICATION PAGES. THE ORIGINAL SPECIFICATIONS POSTED ON THE WV PURCHASING BULLETIN IS MISSING SEVERAL PAGES DUE TO A SCANNING ERROR.						
THE BID OPENING DATE AND TIME HAVE NOT CHANGED. BID OPENING: 12/18/2008 1:30 PM						
0001	1	LS		968-42		
GENERAL CONSTRUCTION						
***** THIS IS THE END OF RFQ DNR209064 *****						TOTAL: 157,444. ⁰⁰

RECEIVED

08 DEC 18 PM 12:08

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: 304-562-7774 DATE: 12-18-08
 TITLE: OWNER FEIN: 261556382 ADDRESS CHANGES TO BE NOTED ABOVE

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

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia
2. The State may accept or reject in part, or in whole, any bid
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

BLACKWATER FALLS STATE PARK
LODGE ROOF REPLACEMENT

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SUPPLEMENTARY GENERAL CONDITIONS
TECHNICAL SPECIFICATIONS

BLACKWATER FALLS LODGE ROOF REPLACEMENT
 BLACKWATER FALLS STATE PARK
 Tucker County (Davis), West Virginia

BID OR PROPOSAL

Name of Bidder:

J. M. STEORTS & ASSOCIATES

Address of Bidder:

206 CHASE DR.
 HURRICANE, W.V. 25526

Phone Number of Bidder:

304-760-6020

WV Contractors License No.

WV043449

INVITATION TO BID

The Division of Natural Resources, Parks and Recreation Section, requests bids for construction to replace the existing roof at the Blackwater Falls State Park Lodge at Blackwater Falls State Park, located in Tucker County, West Virginia.

Sealed bids will be received until 1:30 p.m. on 12/18/2008 at the WV State Purchasing Division, 2019 Washington Street, East, Capitol Complex, Charleston, WV.

A mandatory Pre-Bid Conference will be held on 12/02/2008 at 11:00 am at the Blackwater Falls State Park Lodge, P.O. Drawer 490, Davis, WV 26260.

No bids will be considered from other than those present at the Pre-Bid Conference.

The bidding documents consist of the Request for Quotations, Plans and Specifications.

Plans and specifications may be obtained by contacting:

Deborah Demyan, Project Engineer
 WVDNR Parks and Recreation
 1200 Harrison Ave., Suite 222
 Elkins, WV 26241
 Telephone: (304) 637-0300

Request for quotations may be obtained by contacting:

BLACKWATER FALLS LODGE ROOF REPLACEMENT
BLACKWATER FALLS STATE PARK
Tucker County (Davis), West Virginia

BID OR PROPOSAL

Frank Whittaker, Senior Buyer
Finance and Administration, Purchasing Division
2019 Washington Street, East
Charleston, WV 26305
Telephone: (304) 558-2316 ext. 218

There is no fee for plans and specifications.

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

The Bidder, if successful and awarded the contract, agrees that all work is to be complete within 180 consecutive calendar days following receipt of the Owner's written Notice to Proceed. For each calendar day of delay in achieving completion, the Contractor shall be liable for, and shall pay the Owner liquidated damages in the amount of \$150 per day.

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

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

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-1997 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

BID SCHEDULE

**PROJECT: BLACKWATER FALLS STATE PARK
 LODGE ROOF REPLACEMENT
 TUCKER COUNTY, WEST VIRGINIA**

Name and Address of Bidder:

J.M. STEORTS & ASSOCIATES
206 CHASE DR.
HURRICANE, W.V. 25526

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNITS</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
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1 Furnish all labor, materials, equipment and other necessary services for the removal and replacement of approximately 30,000 square feet asphalt shingles, including 100% ice shield water proofing, scraping & painting all fascia (park will provide paint), step flashing, drip edge, valley metal, chimney flashing,, 6" aluminum gutter, 4" corrugated down spouts and flashing all penetrations on the lodge building at Blackwater Falls State Park, per lump sum

ONE HUNDRED FIFTY FIVE THOUSAND, EIGHT HUNDRED SEVENTY FOUR DOLLARS ⁰⁰/₁₀₀
 written amount, per lump sum

1 L.S.

\$155,874.⁰⁰

2 Removal and replacement of deteriorated roof sheathing material, per square foot

FOUR DOLLARS ⁰⁰/₁₀₀
 written amount, per square foot

40

s.f.

\$4.⁰⁰

\$160.⁰⁰

ONE HUNDRED SIXTY DOLLARS ⁰⁰/₁₀₀
 written amount, total Item 2

3 Removal and replacement of deteriorated
facia material, per linear foot, 1 x 10 cedar

FIFTEEN DOLLARS ⁰⁰/₁₀₀ 70 l.f. \$ 15.⁰⁰ \$ 1050.⁰⁰
written amount, per square foot

ONE THOUSAND FIFTY DOLLARS ⁰⁰/₁₀₀
written amount, total Item 3

4 Removal and replacement of deteriorated
facia material, per linear foot, 2 x 10 cedar

EIGHTEEN DOLLARS ⁰⁰/₁₀₀ 20 l.f. \$ 18.⁰⁰ \$ 360.⁰⁰
written amount, per linear foot

THREE HUNDRED SIXTY DOLLARS ⁰⁰/₁₀₀
written amount, total Item 4

TOTAL BASE BID

\$157,444.⁰⁰

ONE HUNDRED FIFTY SEVEN THOUSAND FOUR HUNDRED FORTY FOUR DOLLARS ⁰⁰/₁₀₀

written amount, total base bid

Any item not included as a separate bid item shall be included in the lump sum or unit bid price for each individual item. In the event of a difference in written amount and the number amount, the written amount shall prevail.

STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:


Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and is in compliance with the requirements as stated.

Vendor's Name: J. M. STEORTS & ASSOCIATES LLC

Authorized Signature:  Date: 12-18-08

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, J. M. Steorts & Associates, LLC
of Hurricane, WV, as Principal, and United States Surety Company
of Timonium, MD, a corporation organized and existing under the laws of the State of
MD with its principal office in the City of Timonium, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of 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
DNR209064 - Blackwater Falls Lodge Roof Replacement - According to Plans & Specifications

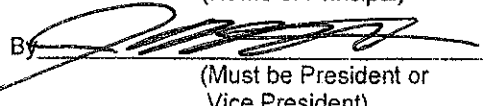
NOW THEREFORE,

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


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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
18th day of December, 2008

Principal Corporate Seal

J. M. Steorts & Associates, LLC
(Name of Principal)
By: 
(Must be President or Vice President)
Jason M. Steorts Managing Member
(Title)

Surety Corporate Seal

United States Surety Company
(Name of Surety)
By: 
Gregory T. Gordon, WV Resident Agent, Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed,
and a power of attorney must be attached.

UNITED STATES SURETY COMPANY

Power of Attorney Number

76364


KNOWN ALL MEN BY THESE PRESENTS: That United States Surety Company (the "Company") a corporation organized and existing under the laws of the State of Maryland, does hereby constitute and appoint: **Gregory T. Gordon, Larry D. Kerr, Allan L. McVey, Patricia A. Moye, Kimberly J. Wilkinson**

of the City of Charleston, State of West Virginia, its true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to and to execute seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof of the Company in its business of providing suretyship; guaranteeing the performance of contracts; and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law, subject to the following limitations:

No single bond shall obligate the Company in excess of the sum of Five Million Dollars (\$5,000,000).

This Power of Attorney is granted under and by authority of the following Resolutions adopted by the Board of Directors of United States Surety Company on the 29th day of July 1996

IN WITNESS WHEREOF, United States Surety Company has caused these presents to be signed by its proper officers, and its corporate seal to be hereunto affixed this 27th day of June 2008


Peter W. Carman Vice President


Carol T. Nevin, Assistant Secretary



STATE OF MARYLAND
BALTIMORE COUNTY

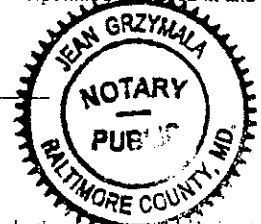
SS:

On this 27th day of June, A. D. 2008, before me personally came Peter W. Carman, Vice President of the United States Surety Company, and Carol T. Nevin Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Richard E. Klein and Carol T. Nevin were respectively the President and Assistant Secretary of the United States Surety Company the corporation described in and which executed the foregoing Power of Attorney

(Signed)


NOTARY PUBLIC

My Commission expires the 1st day in December 2008




RESOLVED that in connection with the surety insurance business of the Company all bonds, undertakings, contracts and other instruments relating to said business may be signed, executed, and acknowledged by persons or entities appointed as Attorney(s)-in-Fact pursuant to any Power of Attorney issued in accordance with these resolutions ("Powers of Attorney"). All Powers of Attorney for and on behalf of the Company shall be executed in the name and on behalf of the Company, either by the Chair, the President, a Vice President jointly with the Secretary or an Assistant Secretary under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signatures of such officers and the seal of the Company may be also be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Attorney(s)-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof. Subject to any limitations set forth therein and unless such Power of Attorney is subsequently revoked, any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such Power of Attorney so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached

RESOLVED that Attorney(s)-in-Fact shall have the power and authority subject to the terms and limitations of the Power of Attorney issued to them and unless subsequently revoked, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by such Attorney(s)-in-Fact shall be as binding upon the Company as if signed by the Company's Chair, the President, a Vice President and sealed and attested to by the Corporate Secretary or an Assistant Secretary.

I, Carol T. Nevin, Assistant Secretary of United States Surety Company, do hereby certify that the foregoing is a true excerpt from the Resolution of the said Company as adopted by its Board of Directors on the 29th day of July 1996, and that this Resolution is in full force and effect.

I, the undersigned Assistant Secretary of United States Surety Company do hereby certify that the foregoing Power of Attorney is in full force and effect and has not been revoked

In testimony whereof, I have hereunto set my hand and the seal of United States Surety Company on this 18th day of December 2008


Carol T. Nevin, Assistant Secretary



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV043449

Classification:

GENERAL BUILDING


J M STEORTS & ASSOCIATES
13 CHASE DRIVE
HURRICANE, WV 25526

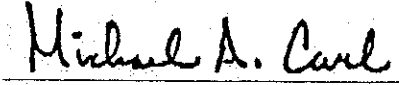
Date Issued

JANUARY 02, 2008

Expiration Date

JANUARY 02, 2009


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.