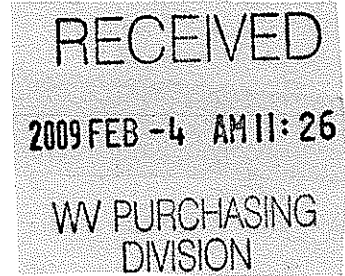


GENERAL SERVICES DIVISION

GUTTER REPAIRS

**WEST VIRGINIA STATE CAPITOL
BUILDING 1 - 1900 Kanawha BLVD., East
Charleston, West Virginia**

BID FORM



HARRIS BROTHERS ROOFING COMPANY

NAME OF BIDDER

1533 Hansford Street, Charleston, WV 25311

ADDRESS OF BIDDER

(304) 343-5566 Fax: 343-5568

PHONE NUMBER

000232

WV CONTRACTOR'S LICENSE NO.

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

TOTAL CONTRACT BID

FOURTY-TWO THOUSAND SIX HUNDRED DOLLARS

(\$ 42,600.00)

(Total to be written in figures and words.)

The successful contractor shall be required keep the work area clean on a daily basis and remove associated debris from the site on a regular (minimum once weekly) basis. Contractor will furnish dumpsters if they are necessary for refuse and related rubbish while performing the work contained herein and will furnish all materials, labor, and equipment necessary to complete the work indicated by these specifications. The intent of this project is to provide a fully completed gutter repair(s) project and other repairs as stated herein or on accompanying documents. Contractor will furnish any incidental work, materials, labor and equipment that are necessary to complete the project, even if such incidental work is not explicitly included in the contract documents.

Note that space around the building may be very limited. Locate basement portions of the building and underground utilities prior to placing cranes or hoists near the building. Do not place heavy loads near basement areas.

All local State and Federal safety and OSHA rules and regulations are to be followed by the Contractor.

This RFQ also incorporates the attached Specifications:

- 1 – BID FORM
- 2 – DRAWING: BLDG 1 ROOF LAYOUT DETAILED SPECIFICATIONS
- 3 - DRAWING: GUTTER REPLACEMENT CONSTRUCTION LIMITATIONS

PER LINEAR FOOT BID

ONE HUNDRED SIXTY (\$ 160.00 *160.00*)/Linear Ft
(To be used as a basis for any subsequent additions/deductions via change order.)

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 conditions 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 Sixty (60) consecutive calendar days following issuance 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 \$100.00 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.

ADDENDUM ACKNOWLEDGEMENT

I hereby acknowledge receipt of the following checked addendum and have made the necessary revisions to my proposal.

Addendum No.

Date

Addendum No 1

1/29/2009

I understand that failure to confirm the receipt of the Addendum is cause for rejection of bids.

JM Holcomb
Signature

2/4/2009
Date

RESPECTFULLY SUBMITTED:

DATE: 2/4/2009

WV VENDOR NUMBER: 000232

BY: *JM Holcomb*
(Signature in ink)

TITLE: President

FIRM NAME: HARRIS BROTHERS ROOFING COMPANY

ADDRESS: 1533 Hansfprd Street, Charleston, WV 25311

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Harris Brothers Roofing & Sheet Metal Company, Inc. of Charleston, WV, as Principal, and Travelers Casualty and Surety Company of America of Hartford, CT, a corporation organized and existing under the laws of the State of CT with its principal office in the City of Hartford, 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 RFQ GSD096428 Gutter Repairs and Reroofing Building #1 Main Capitol - According to Plans and 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 4th day of February, 2009.

Principal Corporate Seal

Harris Brothers Roofing & Sheet Metal Company, Inc.
(Name of Principal)
By [Signature]
(Must be President or Vice President)
President
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)
By [Signature]
Larry D. Kerr, 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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 220367

Certificate No. 002585004

KNOW ALL MEN BY THESE PRESENTS: That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Gregory T. Gordon, Patricia A. Moyer, Larry D. Kerr, Allan L. McVey, and Kimberly J. Wilkinson

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 25th day of August, 2008.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
Seaboard Surety Company
St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 25th day of August, 2008, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and 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 so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of February, 2009.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



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

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, J. M. Holcomb, after being first duly sworn, depose and state as follows:

- 1. I am an employee of HARRIS BROTHERS ROOFING COMPANY; and,
2. I do hereby attest that HARRIS BROTHERS ROOFING COMPANY

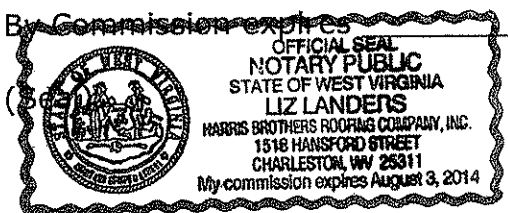
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5.

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

HARRIS BROTHERS ROOFING COMPANY
(Company Name)

By: [Signature]
Title: President
Date: 2/4/2009

Taken, subscribed and sworn to before me this 4th day of February, 2009



[Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

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:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, 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. 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/noticeConfidentiality.pdf>.

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

Vendor's Name: HARRIS BROTHERS ROOFING COMPANY

Authorized Signature:  Date: 2/4/2009

References:

Reference Name: Mike Abernathy
 Position: Designer ZMM
 Address: 222 Lee Street, Chas, WV
 Telephone Number: 343-0159
 Project Name: 1st Presbyterian Church
 Project Description: Gutters and roofing

Reference Name: John Wiseman
 Position: President, Wiseman Const.
 Address: 1616 6th Avenue, Chas, WV
 Telephone Number: 344-1200
 Project Name: State Capitol
 Project Description: Sheet metal work

Reference Name: John Wolfe
 Position: President Wolfe Constr
 Address: 1 Wolfe Run Rd, Chas, WV
 Telephone Number: 925-5269
 Project Name: Eye Ear Clinic
 Project Description: Roofing & gutters

**REQUEST FOR QUOTATIONS#GSD096428
GUTTER REPAIRS
WEST VIRGINIA STATE CAPITOL
BUILDING 1 – 1900 KANAWHA BLVD., EAST
CHARLESTON, WEST VIRGINIA**

Location: West Virginia State Capitol
Building One – Main Capitol Building
1900 Kanawha Boulevard, East
Charleston, West Virginia

For: State of West Virginia
General Services Division
1900 Kanawha Boulevard East
Charleston, West Virginia 25305

All inquiries for specification clarification shall be addressed to:

Krista Ferrell, Senior Buyer
Purchasing Division
2019 Washington Street East
Charleston, West Virginia 25305-0130
Fax: (304) 558-4115
Krista.S.Ferrell@wv.gov
Phone: (304)558-2596

The Acquisition and Contract Administration Section of the Purchasing Division "State" for the West Virginia General Services Division is soliciting quotations to provide Gutter Repairs as herein stated.

Pre-Bid Meeting:

A mandatory pre-bid meeting for this project is scheduled for Thursday, January 22, 2009 at 10:00 a.m. in the Capitol Food Court to be followed by a walk thru of the project site.

Scope:

The work consists of removing the existing guttering and insulation and replacing roof with new "adhered 60 mil. EPDM" roofing system over the metal lining. Contractor will be responsible for all scaffolding to access the work area and the proper removal of all construction debris. Contractor shall remove the existing copper gutter that is covered by an EPDM roofing membrane. Contractor will inspect all exposed surfaces for structural defects prior to installation of new gutters. Contractor shall install a new sheet metal lining made of 24-gauge galvanized metal. Contractor will install over the new metal lining a fully adhered 60 mil EPDM rubber membrane. Contractor will install 4 new drains in the existing locations in the gutters. Contractor shall attach the new EPDM rubber roof membrane to the existing riglets where possible. The new EPDM membrane roof shall extend to the top of the terra cotta facade. Contractor will be responsible for the repair of any damage caused to the newly restored terra cotta facade. The aforementioned metal lining shall be attached with fasteners to the existing concrete deck. Contractors are solely responsible for field verification of all construction related information contained herein.

The state office building shall remain in full operation during the course of this work. Work should be scheduled with prior coordination with the Owner or designated representative to minimize potential disruption to the spaces below. If necessary for the contractors work schedule, provide temporary roofing to maintain a watertight structure. The contractor shall maintain the building in a "dried-in" condition every evening prior to leaving the site and shall provide the telephone number of a contact person who is available twenty-four hours a day if leakage occurs. The contractor shall be responsible for damage to the building or materials resulting from leakage caused by or during his operations. Within five (5) working days of award of the contract, Contractor will submit a project schedule showing the roofing sequence, commencement and completion dates for each roof sub-area or subsystem and other repairs as stated herein or on accompanying documents. The project work schedule must be reviewed and approved in writing by the Owner or designated representative prior to commencement of the work. Contractor will coordinate the schedule around Owner's work requirements.

The Contractor will have 60 days from the date of issuance of the "Notice to Proceed" to complete the work.