### **CRFQ ADJ1500000008**

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REPLACE ROOF AT WELCH NATIONAL GUARD ARMORY 600 STEWART STREET, WELCH, WV

### **BID FORM**

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY NAME: MECKIENBURG ROOFING
VENDOR ADDRESS: Po Box 11576
CHARLESTON, UN 25301
TELEPHONE: 204 744 8664
FAX NUMBER: 704 329 0697
E-MAIL ADDRESS: KEN & MECKIENBURGROOFIAK COM
WV CONTRACTOR'S LICENSE NO. WV646287
CONTRACT OVERALL TOTAL COST:
FOUR HUNDRED SGRANG THOUSAND NINE HUNDRED POLLARS
(\$ 470, 900 00 ) *** (Contract bid to be written in words and numbers.)
MASONRY REPAIR/REPLACEMENT PRICE PER SQUARE FOOT INSTALLED (If needed to replace due to damage):
ONE HUNDRED SEVENTY FIVE DOLLARS PEN SOVARE FOOT
(\$ 17500 per sq/ft installed) *** (Unit cost to be written in words and numbers.)
The contract will be awarded to the Bidder with the lowest contract overall total cost meeting all of the specifications. 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 and 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 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.
requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular.  Failure to use this bid form may result in bid disqualification.
requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplet or irregular.
requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular.  Failure to use this bid form may result in bid disqualification.

# ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ - ADJ1500000008

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.

TAGORIUM INGRIDOLS RECCIVEU.						
(Check t	he bo	ox next to each addendum	receive	i)		
_		Addendum No. 1	[	]	Addendum No. 6	
]	4	Addendum No. 2	ľ	]	Addendum No. 7	
1	]	Addendum No. 3	[	]	Addendum No. 8	
[	]	Addendum No. 4	[	]	Addendum No. 9	
]	]	Addendum No. 5	ſ	1	Addendum No. 10	

Addendum Numbers Received

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Company

Authorized Signature

5/13/2015

Date

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

## Document A310 TM - 2010

Conforms with The American Institute of Architects AIA Document 310

### **Bid Bond**

CONTRACTOR:

SURETY:

(Name, legal status and address)

(Name, legal status and principal place of business)

Mecklenburg Roofing & Sheet Metal Co of WV Employers Mutual Casualty Company

4270 Woodrum Lane

P.O. Box 712

Chareleston, WV 25313

Des Moines, IA 50306-0712 Mailing Address for Notices

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

OWNER:

(Name, legal status and address) State of West Virginia

2019 Washington Street East

Charleston, WV 25305

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

**BOND AMOUNT: \$ 5%** 

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, If any)

Welch National Guard Armory Roof Replacement

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

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

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

Signed and scaled this

day of May, 2015.

Mecklenburg Roofing & Sheet Metal Co of WV

(Seal)

Employers Mutual Casualty Company

(Surety)

(Seal)

Attorney-in-Fact



P.O. Box 712 • Des Moines, Iowa 50306-0712

### CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO insurance Company, an lowa Corporation

- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

### Monica A. Kaiser

its true and lawful attorney-in-fact, with full power and authority conterred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: Bid Bond

: N

: Mecklenburg Roofing & Sheet Metal Co of WV

Principal Obligee

: State of West Virginia

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

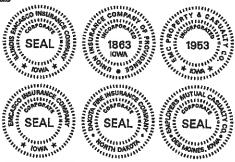
### **AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 13th day of January, 2014.

Seals



TUTUA SE



Bruce G. Kelley, Chairman of Companies 2, 3, 4, 5 & 6; President of Company 1; Vice Chairman and CEO of Company 7

Michael Freel Assistant Vice President/ Assistant Secretary

On this 13th day of January, 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Keiley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of the Companies above; that the seals affixed to this Instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2016.

Hourse Rynn Kruerdage

Notary Public in and for the State of lowa

### CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 13th day of January, 2014, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of

May

2015

Vice President

"For verification of the authenticity of the Power of Attorney you may call (515) 345-2689.



### 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, KEN LINDSAY, after being first duly sworn, depose and state as follows:
1. I am an employee of MECKIGNBJRG ROOFING; and, (Company Name)
2. I do hereby attest that MECKLENEUR ROOFING (Company Name)
maintains a valid written drug free workplace policy and that such policy is in compliance with <b>West Virginia Code</b> §21-1D.
The above statements are sworn to under the penalty of perjury.
By:
Title: VICE PRESIDENT
Company Name: MERICURIE ROUPING
Date: _ \$ /13/15
Taken, subscribed and sworn to before me this 15th day of 10 7015.  By Commission expires Sept 26, 2019
(Sea) MOTADY DIRECT OFFICIAL SEAL
MARK H. SHAFFER State of West Virginia My Comm. Expires Sep 26, 2019 24 Onyx Lane Elikview WV 25071  (Notary Public)
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY

BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Purchasing Affidavit (Revised 07/01/2012)

### STATE OF WEST VIRGINIA Purchasing Division

### **PURCHASING AFFIDAVIT**

**MANDATE:** 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 exceed 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 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.

# Vendor's Name: McKickle Roofins Authorized Signature: Date: 5/13/15 State of Nest Virginia , to-wit: Taken, subscribed, and sworn to before me this 3 day of May , 20 15. My Commission expires Scot 26, 2019 , State NOTARY PUBLIC Mark M Shull

NOTARY PUBLIC OFFICIAL SEAL MARK H. SHAFFER State of West Virginia My Comm. Expires Sep 26, 2019 24 Onyx Lane Elkylew WV 25071

WITNESS THE FOLLOWING SIGNATURE: