



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 999887

Procurement Type: Central Purchase Order

Vendor ID: 000000209563

Legal Name: JIM CONSTRUCTION INC

Alias/DBA:

Total Bid: \$210,000.00

Response Date: 03/31/2022

Response Time: 13:17

Responded By User ID: JIMCON

First Name: Russell

Last Name: Kerkes

Email: russkerkes@suddenlinkn

Phone: 3043437448

SO Doc Code: CRFQ

SO Dept: 0310

SO Doc ID: DNR2200000004

Published Date: 3/18/22

Close Date: 3/31/22

Close Time: 13:30

Status: Closed

Solicitation Description: Hawks Nest State Park Tramway Demolition

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Demolition services				210000.00

Comm Code	Manufacturer	Specification	Model #
72141510			

Commodity Line Comments:

Extended Description:

Demolition and disposal of existing tramway at Hawks Nest State Park.



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

State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 999887			Reason for Modification: To revise Addendum #2 Documents.
Doc Description: Hawks Nest State Park Tramway Demolition			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-03-18	2022-03-31 13:30	CRFQ 0310 DNR2200000004	4

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: 209563
 Vendor Name: Jim Construction, Inc.
 Address: P.O. Box 3926
 Street:
 City: Charleston
 State: WV Country: USA Zip: 25339
 Principal Contact: Russell E. Kerkes
 Vendor Contact Phone: 304-343-7448 Extension:

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Vendor Signature X  FEIN# 55-0756636 DATE 3-31-22

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Division of Natural Resources to establish a contract for the demolition of certain portions of the existing tramway at Hawks Nest State Park. Alpha Architects and Engineers is serving as the Architect on this project per the attached specifications, terms and conditions, project manual and project drawings.

INVOICE TO**SHIP TO**

DIVISION OF NATURAL
RESOURCES
PARKS & RECREATION-PEM
SECTION
324 4TH AVE
SOUTH CHARLESTON WV
US

DIVISION OF NATURAL
RESOURCES
HAWKS NEST STATE PARK
49 HAWKS NEST PARK RD
ANSTED WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Demolition services				

Comm Code	Manufacturer	Specification	Model #
72141510			

Extended Description:

Demolition and disposal of existing tramway at Hawks Nest State Park.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid @ 11:00 am	2022-02-22
2	Q&A DEADLINE @ 4:00 PM	2022-03-01

	Document Phase	Document Description	Page
DNR2200000004	Final	Hawks Nest State Park Tramway Demolition	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DNR22*04

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 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.

Jim Construction, Inc.

Company

Russell E. Kirk

Authorized Signature

3-31-22

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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.

Russell E. Kerkes Corp. Sec.
(Name, Title)
(Printed Name and Title)
P.O. Box 3926 Charleston WV 25339
(Address)
304-343-7448 304-343-4889
(Phone Number) / (Fax Number)
RussKerkes@suddenlinkmail.com
(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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Jim Construction, Inc.
(Company)
Russell E. Kerkes Corp. Sec.
(Authorized Signature) (Representative Name, Title)
Russell E. Kerkes Corp. Sec.
(Printed Name and Title of Authorized Representative)
3-31-22
(Date)
304-343-7448 304-343-4889
(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.

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| <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 |

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Jim Construction, Inc.
Company

Russell E. Kaw
Authorized Signature

3-31-22
Date

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

REQUEST FOR QUOTATION
Hawks Nest State Park
Tramway Replacement Project
Existing Tramway Demolition – Contract #1

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Division of Natural Resources to establish a contract for the demolition of certain portions of the existing tramway at Hawks Nest State Park. Alpha Architects and Engineers is serving as the Architect on this project.
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 and in the Specification’s Manual as defined below.
 - 2.1 **“Construction Services”** means the Demolition of certain portions of the Hawks Nest State Park Tramway and other work as more fully described in these specifications and the Specifications/Project Manual.
 - 2.2 **“Pricing Page”** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 **“Specifications/Project Manual”** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents (“AIA documents”) attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
4. **QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. **Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least [insert number of projects] projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract

REQUEST FOR QUOTATION
Hawks Next State Park
Tramway Replacement Project
Existing Tramway Demolition – Contract #1

award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.
8. **RETAINAGE:** Agency is entitled to withhold 10% from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.
9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

REQUEST FOR QUOTATION
Hawks Next State Park
Tramway Replacement Project
Existing Tramway Demolition – Contract #1

10. SUBSTANTIAL AND FINAL COMPLETION: Vendor shall achieve substantial completion by 60 days and final completion by 90 days. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

11. PROJECT PLANS: Copies of the project plans can be obtained by contacting the entity identified below.

Heather Fox
Alpha Associates, Incorporated
209 Prairie Ave.
Morgantown, WV 26501
304-296-8216 x103
Heather.fox@thinkalphafirst.com
Digital is free, paper is not available

Copies of project plans can be examined at the following locations

Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074
Email: planroom@cawv.org

Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014
Email: Luther@kvba.com

Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290 ext. 17
Fax: 304-367-0126
Email: ceaplanroom@ceawv.com

REQUEST FOR QUOTATION
Hawks Next State Park
Tramway Replacement Project
Existing Tramway Demolition – Contract #1

Parkersburg Marietta Contractors Association

2905 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622
Email: pmcadesk@gmail.com

Ohio Valley Construction Employers Council

21 Armory Drive
Wheeling, WV 26003
Phone: 304-242-0520
Fax: 304-242-7261
Email: ovcec@ovcec.com

- 12. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
- 13. 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:
- 13.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 13.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 13.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 13.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 13.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
Hawks Next State Park
Tramway Replacement Project
Existing Tramway Demolition – Contract #1

14. MISCELLANEOUS:

14.1. 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: Sage Kerkes

Telephone Number: 304-343-7448

Fax Number: 304-343-4889

Email Address: SageKerkes@yahoo.com

14.2. Owner's Representative: Owner's representative for notice purposes is

Name: Josh Hager

Telephone Number: 304 558 8801

Fax Number: 304 558 3970

Email Address: Joseph.E.HagerIII@wv.gov

15. Initial Decision Maker: Rick Colebank, PE, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

EXHIBIT A – PRICING PAGE
Hawks Nest State Park
Tramway Replacement Project
Existing Tramway Demolition-Contract #1

Name of Vendor:

Jim Construction, Inc

Address of Vendor:

P.O. Box 3926
Charleston WV, 25339

Phone Number of Vendor:

304-343-7448

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

Base Bid

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

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

\$ 210,000⁰⁰

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

Two hundred ten thousand dollars and zero cents

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Jim Construction, Inc.
of Charleston, West Virginia, as Principal, and Great American Insurance
Company of Cincinnati, Ohio, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5% of Bid) 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
Hawks Nest State Park Tramway Demolition

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 Oblige 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 31st day of March, 2021.

Principal Seal

Jim Construction, Inc.
(Name of Principal)
By Russell E. Keith
(Must be President, Vice President, or
Duly Authorized Agent)
Corp. Sec.
(Title)

Surety Seal

Great American Insurance Company
(Name of Surety)
Amy Bowers
Amy Bowers 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.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than ELEVEN

No. 0 21769

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DEBORAH NEICHTER	SUSAN RITTER	ALL
JILL KEMP	THERESA PICKERRELL	\$100,000,000
BARBARA DUNCAN	AMY BOWERS	
MARK A. GUIDRY	LEIGH MCCARTHY	
SANDRA L. FUSINETTI	JENNIFER EDWARDS	
LYNNETTE LONG		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 17TH day of MARCH, 2022



Steph L. C. B.

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 17TH day of MARCH, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

31st day of March

2022.



Steph L. C. B.

Assistant Secretary