



Stuart-McMunn Company

Air Conditioning • Refrigeration • Heating • Plumbing • Medical Gas • Digital Controls
Serving West Virginia, Virginia and Ohio Since 1917!
Voice: 304.623.6666 Fax: 304.623.4646
E-Mail: leeanne@smco.us

LETTER OF TRANSMITTAL

WV PURCHASING DIVISION

TO

Dean Wingerd
DNR

FAX #: 304-558-3970

DATE	January 6 2015	JOB #
RE	Blackwater Falls 2 nd Floor Upgrade RFQ DNR1500000034	

WE ARE SENDING	<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under Separate cover via
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The Following Items:

<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Prints	<input type="checkbox"/> Plans	<input type="checkbox"/> Samples	<input type="checkbox"/> Specifications
<input type="checkbox"/> Copy of letter	<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Bid Bond and Proposal		

Mr. Wingerd,

Attached please find our bid bond, proposal and supporting documents for the Blackwater Falls 2nd Floor Upgrade bidding today.

10 Pages inclusive of transmittal cover sheet.

Thank you.

Sincerely,

Lee Anne Watkins

Lee Anne Watkins
Contract Administrator
304-623-6666 Ext 106
304-623-4646 Fax

01/06/15 12:34:55
WV Purchasing Division

These are transmitted as checked below:

<input type="checkbox"/> For Approval	<input type="checkbox"/> Approved as Submitted	<input type="checkbox"/> Resubmit	<input type="checkbox"/> Copies for Approval
<input type="checkbox"/> For Your Use	<input type="checkbox"/> Approved as Noted	<input type="checkbox"/> Submit	<input type="checkbox"/> Copies for Distribution
<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned for Corrections	<input type="checkbox"/> Return	<input type="checkbox"/> Corrected Prints
<input type="checkbox"/> For Review and Comment	<input type="checkbox"/>		
<input checked="" type="checkbox"/> For Bids Due: 01/06/15 1:30 pm	<input type="checkbox"/> Prints Returned After Loan to Us		

01/06/15 12:34:44
WV PURCHASING DIVISION

Signed _____

Agency Division of Natural Resources
REQ.P.O# REQ DNR1500000034

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Stuart-McMunn Company
of Clarksburg, WV, as Principal, and Great American Insurance Company
of Cincinnati, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Cincinnati, 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
Blackwater Falls 2nd Floor Upgrade

NOW THEREFORE,

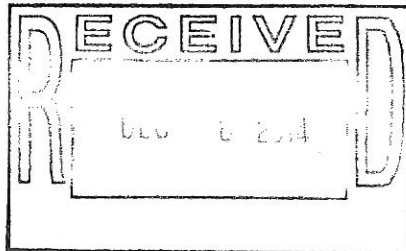
(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement 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, 2014.

Principal Corporate Seal

Surety Corporate Seal



Stuart-McMunn Company
(Name of Principal)
By: Scott Henderson
(Must be President or
Vice President)
President
(Title)

Great American Insurance Company
(Name of Surety)
By: Kimberly S. Burdette
Kimberly S. Burdette, Licensed 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.

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 **FIVE**

No. 0 20409

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
ANDREW K. TEETER	ALL OF	ALL
DOUGLAS P. TAYLOR	CHARLESTON, WEST VIRGINIA	\$100,000,000
PAMELA V. LANHAM		

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 **6TH** day of **MARCH** 2014

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L. C. B.
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this **6TH** day of **MARCH**, 2014

, before me personally appeared DAVID C. KITCHIN, 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.



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-08-2015

Shelle Clontz

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 **18th** day of **December**, 2014



Atty L. C. B.
Assistant Secretary

**Blackwater Falls Lodge 2nd Floor Upgrades
Blackwater Falls State Park
Davis, WV**

Form of Proposal

Name of Bidder:

Stuart-McMunn Company

Address of Bidder:

137 N. 6th Street
Clarksburg, WV 26301

Phone Number of Bidder:

(304) 623-6667

WV Contractors License No.

WV000235

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 proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

BID:

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

\$ 435,445.00

Written in numbers.

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

Four hundred thirty five thousand four hundred forty five dollars and zero cents.

Written in words.

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

**Blackwater Falls Lodge 2nd Floor Upgrades
Blackwater Falls State Park
Davis, WV**

Form of Proposal

Page 2 of 2

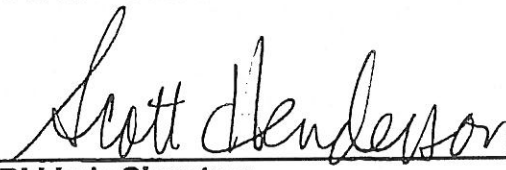
security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

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 A201-2007 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 the contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.



Bidder's Signature

1-6-2015
Date

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000235

Classification:

- ELECTRICAL
- GENERAL BUILDING
- GENERAL ENGINEERING
- HEATING, VENTILATING & COOLING
- MULTIFAMILY
- PIPING
- PLUMBING
- RESIDENTIAL

STUART-MCMUNN COMPANY
 DBA STUART-MCMUNN COMPANY
 137 NORTH 6TH STREET
 CLARKSBURG, WV 26301

Date Issued

Expiration Date

AUGUST 02, 2014	AUGUST 02, 2015
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Scott Henderson

 Authorized Company Signature

Michael A. Carl

 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.



WV-73
Rev. 08/2013



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

STATE OF WEST VIRGINIA,

COUNTY OF Harrison, TO-WIT:

I, Scott Henderson, after being first duly sworn, depose and state as follows:

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

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

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

By: Scott Henderson

Title: President

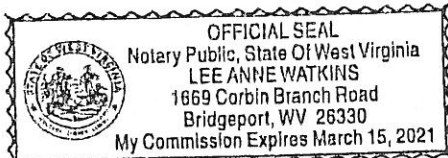
Company Name: Stuart - McMunn Company

Date: 1-6-2015

Taken, subscribed and sworn to before me this 6th day of January, 2015.

By Commission expires March 15, 2021

(Seal)



Lee Anne Watkins
(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.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR150000034

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.

Stuart McMunn Company

Scott Henderson
Authorized Signature

January 6, 2015

Date

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Stuart - McMunn Company
(Company)

Scott Henderson President
(Authorized Signature) (Representative Name, Title)

P: (304) 623-6667 F: (304) 623-4646 Date: 1-6-2015

(Phone Number) (Fax Number) (Date)

RFQ No. DNR 1500000034

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 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 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: Stuart McMunn Company

Authorized Signature: [Signature] Date: January 6, 2015

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 6th day of January, 2015.

My Commission expires March 15, 2015.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

