

Solicitation Response(SR) Dept: 0310 ID: ESR1117200000003679 Ver.: 1 Function: New Phase: Final

Modified by batch , 11/17/2020

Header  10

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder:

792841

Procurement Type:

Agency Purchase Order

Vendor ID:

000000205155

Legal Name:

KALKREUTH ROOFING & SHEET METAL INC

Alias/DBA:**Total Bid:**

\$488,720.40

Response Date:

11/17/2020

Response Time:

13:03

Responded By User ID:

estimatingwv

First Name:

Briana

Last Name:

Fowkes

Email:

estimatingwv@krsm.net

Phone:

304-232-8540

SO Doc Code:

ARFQ

SO Dept:

0310

SO Doc ID:

DNR2100000023

Published Date:

11/12/20

Close Date:

11/17/20

Close Time:

13:30

Status:

Closed

Solicitation Description:Addendum No.01 - Twin Falls Resort
SP - Lodge Roof Rehab**Total of Header Attachments:**

10

Total of All Attachments:

10

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kalkreuth Roofing & Sheet Metal, Inc.
of 2131 Capstone Drive, Lexington, KY 40511, as Principal, and Fidelity and Deposit Company of
Maryland of 1299 Zurich Way, 5th Floor, Schaumburg, IL 60196, a corporation organized and existing under the laws of the State of Illinois
with its principal office in the City of Schuamburg, IL, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount of 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
Twin Falls Resort SP - Lodge Roof Rehabilitation Mullens, WV
Solicitation #:ARFQ 0310 DNR210000023

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.

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 17th day of November, 20 20.

Principal Seal

Kalkreuth Roofing & Sheet Metal, Inc.
(Name of Principal)

By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

Division Manager
(Title)

Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)

[Signature]
Eric J. Follman, Sr., 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.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Eric J. FOLLMAN, SR., Fernanda L. DEPAOLANTONIO, Lynn M. WHEELLOCK and Nancy NIGRO, all of Wayne, Pennsylvania, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of December, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 17th day of December, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 17th day of November, 2020.



By: Brian M. Hodges
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

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.

Wesley Nickell, VP finance

(Name, Title)

Wesley Nickell, VP finance

(Printed Name and Title)

53-14th St Suite 100 Wheeling, WV 26003

(Address)

304-232-8540

(Phone Number) / (Fax Number)

wnickell@krsm.net

(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.

Kalkreuth Roofing and Sheet Metal, Inc

(Company)

(Authorized Signature) (Representative Name, Title)

Jeff Piazza, Division Manager

(Printed Name and Title of Authorized Representative)

11/17/20

(Date)

859-231-7663/859-231-7669

(Phone Number) (Fax Number)

EXHIBIT A – PRICING PAGE
Twin Falls resort State Park
Roof Replacement

Name of Vendor:

Kalkreuth Roofing and Sheet Metal, Inc

Address of Vendor:

53-14th St
Suite 100
Wheeling, WV 26003

Phone Number of
Vendor:

304-232-8540

WV Contractors License
No.

WV- 000246

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.

Base Bid

The Base Bid shall consist of all the work described in Section 01 1000 Summary and contained in the Construction Documents.

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in numbers.

\$488,720.40

Total Base Bid:

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

Written in words.

four hundred eighty-eight thousand seven hundred twenty dollars and forty cents

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV000246

Classification:

SPECIALTY
ROOFING

KALKREUTH ROOFING & SHEET METAL INC
DBA KALKREUTH ROOFING & SHEET METAL INC
53 14TH STREET SUITE 100
WHEELING, WV 26003

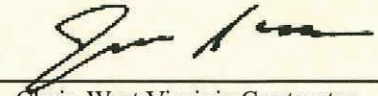
Date Issued

Expiration Date

AUGUST 02, 2020

AUGUST 02, 2021


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.



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

STATE OF WEST VIRGINIA,

COUNTY OF Ohio, TO-WIT:

I, Jeff Piazza, after being first duly sworn, depose and state as follows:

- I am an employee of Kalkreuth Roofing and Sheet Metal, Inc; and,
(Company Name)
- I do hereby attest that Kalkreuth Roofing and Sheet Metal, Inc
(Company Name)

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

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

Printed Name: Jeff Piazza
 Signature: [Handwritten Signature]
 Title: Division Manager
 Company Name: Kalkreuth Roofing and Sheet Metal, Inc
 Date: 11/17/20

Taken, subscribed and sworn to before me this 17th day of November, 2020.

By Commission expires 12/7/2023

(Seal)

Mollie Absher
(Notary Public)

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: Kalkreuth Roofing and Sheet Metal, Inc

Authorized Signature:  Date: 11/17/20

State of KY

County of Fayette, to-wit:

Taken, subscribed, and sworn to before me this 17th day of November, 2020.

My Commission expires 12/7, 2023.

AFFIX SEAL HERE

NOTARY PUBLIC Mollie Absker

REQUEST FOR QUOTATION
Twin Falls State Resort Park
Roof Replacement

15. MISCELLANEOUS:

15.1. 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: Wesley Nickell

Telephone Number: 304-232-8540

Fax Number: 304-905-9842

Email Address: wnickell@krsm.net

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

Name: Roger Wolfe

Telephone Number: 304-550-8137

Fax Number: _____

Email Address: Roger.c.wolfe@wv.gov

16. Initial Decision Maker: Carol Stevens, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.