



State of West Virginia
Request For Quotation

Procurement Folder : 374601

Document Description : Addendum No. 01 Spring Run Hatchery - Roof Replacement

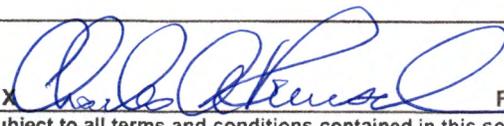
Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-09-11	2017-10-19 13:30:00	ARFQ 0310 DNR1800000006	2	Draft

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone <i>Reliable Roofing Company</i> <i>PO Box 1908</i> <i>Elkins WV 26241</i> <i>304-636-7188</i> <i>FAX 304630-7188</i>

FOR INFORMATION CONTACT THE

Angela W Negley
(304) 558-3397
angela.w.negley@wv.gov

Signature  FEIN # *55-0626943* DATE *10/18/17*

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.01 is issued to publish and distribute the attached information to the Vendor Community.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES SPRING RUN HATCHERY 1988 SPRING RUN RD. UNIT 1 PETERSBURG WV 26847 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Roofing and siding and sheet metal services				99,850.00

Commodity Code	Manufacturer	Model #	Specification
72152600	Englert	2000	

Extended Description

Vendor to enter Total Bid Amount on OASIS commodity line and attach or submit Pricing Sheet before bid opening date and time.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting 1 pm	2017-09-28
2	Technical Question Deadline 9 am	2017-10-03

	Document Phase	Document Description	Page 3
DNR180000006	Draft	Addendum No. 01 Spring Run Hatchery - Roof Replacement	of 3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFQ DNR1800000006
Addendum Number: No. 01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor submitted Questions and Agency Response
2. Corrections/Additions to the Project Drawings Date 10/10/2016
3. Pre-Bid Meeting Minutes
4. Pre-Bid Sign In Sheet

NO OTHER CHANGES.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CNA SURETY

Bid Bond

Bond No. 63388250

CONTRACTOR:

(Name, legal status and address)
Reliable Roofing Company, Inc.
Corporation
P. O. Box 1908
Elkins, WV 26241

SURETY:

(Name, legal status and principal place of business)
WESTERN SURETY COMPANY
South Dakota Corporation
333 South Wabash Avenue
41st Floor
Chicago, IL 60604

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

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

OWNER:

(Name, legal status and address)

Wv Division of Natural Resources Property and Procurement Office

324 4th Avenue
S Charleston, WV 25305

BOND AMOUNT: Five Percent of the Amount Bid
5% of the Amount Bid

PROJECT:

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

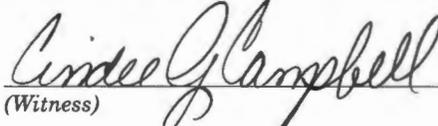
DNR1800000006 Spring Run Hatchery, Petersburg, WV

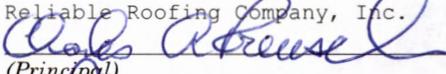
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

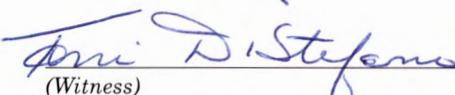
Signed and sealed this 19th day of October, 2017


(Witness)

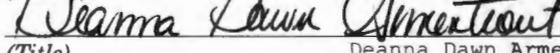
Reliable Roofing Company, Inc.

(Principal)


(Title)

(Seal)


(Witness)

WESTERN SURETY COMPANY
(Surety)


(Title) Deanna Dawn Armentrout



CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured. *Attorney-in-fact*

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

Bid Bond

Instructions

GENERAL INFORMATION

Purpose. AIA Document A310—2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™—1997, Instructions to Bidders; and AIA Document G612™—2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310—2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 63388250

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Deanna Dawn Armentrout

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Reliable Roofing Company, Inc.

Obligee: Wv Division of Natural Resources Property and Procurement Office

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 63388250 is not issued on or before midnight of January 17th, 2018, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 19th day of October, 2017.

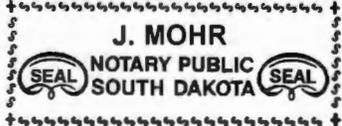


WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 19th day of October, in the year 2017, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



J. Mohr

Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of October, 2017.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.



**GENERAL TERMS AND CONDITIONS:
West Virginia Division of Natural Resources
Agency Delegated Procurements Over \$25,000**

**ADDENDUM ACKNOWLEDGMENT 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.

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 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.

Reliable Roofing Company
Company

Charles A. Brewer
Authorized Signature

10/18/17
Date

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