

Solicitation Response(SR) Dept: 0310 ID: ESR1120180000002397 Ver.: 1 Function: New Phase: Final

Modified by batch , 11/20/2018

Header  2



General Information Contact Default Values Discount Document Information

<b>Procurement Folder:</b> 507873	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Contract - Fixed Amt	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> 00000203330	<b>SO Doc ID:</b> DNR190000060
<b>Legal Name:</b> CLAUDE ERPS CONSTRUCTION INC	<b>Published Date:</b> 11/14/18
<b>Alias/DBA:</b>	<b>Close Date:</b> 11/20/18
<b>Total Bid:</b> \$334,000.00	<b>Close Time:</b> 13:30
<b>Response Date:</b> 11/20/2018	<b>Status:</b> Closed
<b>Response Time:</b> 12:35	<b>Solicitation Description:</b> Addendum No.01 - Twin Falls SP Cabin Rehabilitation
	<b>Total of Header Attachments:</b> 2
	<b>Total of All Attachments:</b> 2

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Claude Erps Construction, Inc.  
of P. O. Box 1462, Bluefield, WV 24701, as Principal, and Pennsylvania National Mutual Casualty  
Insurance Company Harrisburg Pennsylvania, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
Pennsylvania with its principal office in the City of Harrisburg, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of 5% of Five Hundred Thousand and 00/100, (Twenty Five Thousand and 00/100), (\$500,000.00 (\$25,000.00)) 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  
Cabin Renovations - Interior Renovations of 13 Cabins

**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 16th day of November, 2018.

Principal Seal

Claude Erps Construction, Inc. / Claude Erps  
(Name of Principal)

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

President

(Title)

Surety Seal

Pennsylvania National Mutual Casualty Insurance Company  
(Name of Surety)

[Signature]

Attorney-in-Fact  
Charlene J. Reynolds

**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.**

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY  
Harrisburg, Pennsylvania

4321

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint CHARLENE J. REYNOLDS, OF RICHMOND, VIRGINIA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF TWO MILLION DOLLARS ----- (\$2,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON MAY 31, 2028, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company 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 Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, 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.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on May 7, 2018.



PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

*Mark Fitzgerald*  
Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On May 7, 2018, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Traci A Kimmich, Notary Public  
City Of Harrisburg, Dauphin County  
My Commission Expires Oct 31, 2020  
Member, Pennsylvania Association of Notaries

*Traci A. Kimmich*  
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on 11-16-18

*Mark Fitzgerald*  
Vice President - Surety



**REQUEST FOR QUOTATION**  
**WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION**  
**TWIN FALLS RESORT SP – REHABILITATION AND RENOVATION OF 13 CABINS**

**Pricing Page**  
**Exhibit A**

Name of Vendor:

Claude Erps Construction Inc

Address of Vendor:

1301 Penmar Ave  
(or) P.O. Box 1462  
Bluefield WV 24701

Phone Number of Vendor:

304 327 0413 FAX 0415  
C.O. 11 920 2691

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.

334,000.00

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

Three hundred thirty four thousand dollars

*\*The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. \**

**REQUEST FOR QUOTATION**  
**WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION**  
**TWIN FALLS RESORT SP – REHABILITATION AND RENOVATION OF 13 CABINS**

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**Pricing Page**  
**Exhibit A**

**Additive Alternate 1:**

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 1** shall be indicated in the space below.

**Additive Alternate 1:**

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

105,700.00

**Additive Alternate 1:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

one hundred five thousand  
seven hundred dollars

*\*The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. \**

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: \_\_\_\_\_

Contract Purpose: \_\_\_\_\_

Agency Requesting Work: \_\_\_\_\_

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: Claude Erps Construction Inc Vendor Telephone: 304 327 0413  
Vendor Address: 1301 Penmar Ave Vendor Fax: 304 327 0415  
Blue field wv 24701 Vendor E-Mail: CEC@ErpsConstruction  
com



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

STATE OF WEST VIRGINIA,

COUNTY OF Mercer, TO-WIT:

I, Claude Erps, after being first duly sworn, depose and state as follows:

1. I am an employee of Claude Erps Construction, Inc. and,  
(Company Name)
2. I do hereby attest that Claude Erps construction, 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: Claude Erps

Signature: [Handwritten Signature]

Title: President

Company Name: Claude Erps Construction, Inc

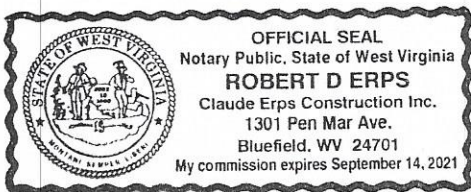
Date: 11/20/2018

Taken, subscribed and sworn to before me this 20 day of November, 2018

By Commission expires September 14, 2021

(Seal)

[Handwritten Signature]  
(Notary Public)



STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(l), 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 §81-5-3) 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: Claude Erps Construction Inc

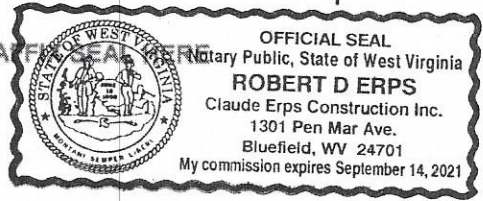
Authorized Signature: [Signature] Date: 11/19/18

State of WV

County of Mercer, to-wit:

Taken, subscribed, and sworn to before me this 20 day of November, 2018

My Commission expires September 14, 2021



NOTARY PUBLIC [Signature]





State of West Virginia  
Request For Quotation  
Construction

Procurement Folder : 507873

Document Description : Twin Falls SP Cabin Rehabilitation and Renovation

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No		Version	Phase
2018-10-18	2018-11-20 13:30:00	ARFQ 0310	DNR1900000060	1	Final

**SUBMIT RESPONSES TO:**

BID RESPONSE  
DIVISION OF NATURAL RESOURCES  
PROPERTY & PROCUREMENT OFFICE  
324 4TH AVE  
SOUTH CHARLESTON WV 25303-1228  
US

**VENDOR**

Vendor Name, Address and Telephone  
*Claude Eups Construction Inc*  
*P.O. Box 1462*  
*Blacfield WV 24701*

**FOR INFORMATION CONTACT THE**

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

Signature X 

FEIN # *55 058 1702*

DATE *11/19/18*

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

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR19\*60

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.

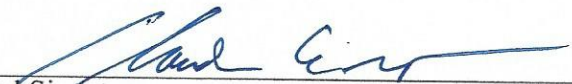
Addendum Numbers Received:

(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.

Claude Eras Construction Inc  
Company

  
Authorized Signature

11/20/18  
Date

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