

State of West Virginia Request For Quotation Construction

Procurement Folder: 715708

Document Description: Addendum No. 01_Tomlinson Run Sp - Bathhouse Roof Rehab

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No		Version	Phase	
2020-05-15	2020-06-02 13:30:00	ARFQ	0310	DNR2000000051	2	Final

SUBMIT RESPONSES TO:			VENDOR
BID RESPONSE			Vendor Name, Address and Telephone
DIVISION OF NATURAL RESOURCES			
PROPERTY & PROCUREMENT OFFICE			The James White Construction Company
324 4TH AVE			4156 Freedom Way Weirton, WV 26062
SOUTH CHARLESTON WV 25303-1228			304-748-8181
US			304-740-0101

JUN 2 2020

DNR Procurement Office
12:57 pm

FOR INFORMATION CONTACT THE

James H Adkins (304) 558-3397 jamie.h.adkins@wv.gov

Signature X / What /

FEIN # 55-0346067

DATE 6/2/2020

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

Date Printed: May 15, 2020 Solicitation Number: DNR200000051

Page: 1

FORM ID: WV-PRC-ARFQ-001

ADDITIONAL INFORMATION:

Addendum

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

INVOICE TO	SHIP TO
	SUPERINTENDENT
DIVISION OF NATURAL RESOURCES	DIVISION OF NATURAL RESOURCES
PARKS & RECREATION-PEM SECTION	TOMLINSON RUN STATE PARK
324 4TH AVE	84 OSAGE RD
SOUTH CHARLESTON WV25305	NEW MANCHESTER WV 26056
us	US

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Bathhouse Roof Rehabilitation				# 99 99700
					# 11,110

Commodity Code	Manufacturer	Model #	Specification	
72152601				
I .				

Extended Description Bathhouse Roof Rehabilitation

Line	Event	Event Date
1	Non-Mandatory Pre-Bid 11am - 1pm, ET	2020-05-13
2	Technical Question Deadline 9:00am, ET	2020-05-15

Date Printed: May 15, 2020 Solicitation Number: DNR2000000051 Page: 2 FORM ID: WV-PRC-ARFQ-001

	Document Phase	Document Description	Page 3
DNR200000051	Final	Addendum No. 01_Tomlinson Run Sp -	of 3
		Bathhouse Roof Rehab	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)
David Holt, Project Manager

(Printed Name and Title)
4156 Freedom Way, Weirton, WV 26062

(Address)
304-748-8181 / 304-748-8183

(Phone Number) / (Fax Number)
dholt@jameswhiteconstruction.com
(email address)

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the

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.

The James White Construction Company

(Company)

(Authorized Signature) (Representative Name, Title)

Michael Gianni, President

(Printed Name and Title of Authorized Representative)

6/2/2020

(Date)

304-748-8181 / 304-748-8183

(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ DNR20*51

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)
Addendum No. 1 Addendum No. 6
Addendum No. 2 Addendum No. 7
Addendum No. 3 Addendum No. 8
Addendum No. 4 Addendum No. 9
Addendum No. 5 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.
The James White Construction Company
Company
Michael Jia
Authorized Signature Michael Gianni, President
6/2/2020
Date

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

GENERAL CONSTRUCTION SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Division of Natural Resources is soliciting bids to establish a contract to replace the shingled roof on a one story pool bathhouse with a footprint of approximately 4,500 square feet located at Tomlinson Run State Park.
- 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.
 - 1. "Construction Services" means preparation, paving and incidentals associated with paving areas within the Park as more fully described in these specifications and the Project Manual.
 - 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.
 - 3. "Solicitation" means the official notice of an opportunity to supply the State with Construction Services that is published by the West Virginia Division of Natural Resources.
 - 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:
 - 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 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(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.
- 7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 8. **PROJECT PLANS:** Copies of the project plans can be obtained on WV Oasis or by contacting the entity identified below.

Rebecca Westfall WV DNR Parks & Recreation Division Rebecca.Westfall@wv.gov 304-380-2760

Digital copies of bid documents are provided at no cost.

9. 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.

- 10. 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:
 - 1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. MISCELLANEOUS:

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:	David Holt, Project Manager
Telephone Number:	304-748-8181
Fax Number: 304-	748-8183
Email Address dho	It@jameswhiteconstruction.con

BID BOND

	KNOW ALL MEN BY THESE PRE	SENTS, That we, the	undersigned,	The James Wh	te Const	ruction Company
of	Weirton	_,w	, as	Principal, and Oh	io Farme	rs Insurance Company
of	Westfield Center .	OH a	corporation	organized and exit	sting unde	r the laws of the State of
OH	with its principal office in	the City of Westfie	eld Center	, as Surety, are	held and	I firmly bound unto the State
of West	Virginia, as Obligee, in the penal su	ım of Five Percent of A	Amount Bid	(\$_	5%	_) for the payment of which,
well and	I truly to be made, we jointly and se	verally bind ourselves,	our heirs, ac	ministrators, exec	utors, suc	cessors and assigns.
	The Condition of the above oblig			-		=
	nent of Administration a certain bid o	— 1 1104 11				
Iomiin	son Run SP - Bathhouse Roof	Renabilitation				
<u> </u>	NOW THEREFORE,					
the agre	(a) If said bid shall be rejecte (b) If said bid shall be acced to hereto and shall furnish any other rement created by the acceptance of and effect. It is expressly understanced the penal amount of this obligation.	pted and the Principa bonds and insurance of said bid, then this ob tood and agreed that t	required by t ligation shall he liability o	he bid or proposal be null and void, o	, and shall otherwise	this obligation shall remain in
	The Surety, for the value received, paired or affected by any extension otice of any such extension.	, hereby stipulates and of the time within wh	agrees that ich the Obli	the obligations of gee may accept s	sald Sure uch bld, a	ty and its bond shall be in no nd said Surety does hereby
	WITNESS, the following signatures	s and seals of Principal	and Surety,	executed and sea	led by a p	proper officer of Principal and
Surety, o	or by Principal individually if Principa	al is an individual, this_	2nd da	y ofJune		
Principal	l Seal			The James W		struction Company of Pylncipal)
					e Preside	nt(Vice President, or orized Agent)
				MICHAEL		NI PRESIDENT
Surety S	eal	SANTEA,	S S S S S S S S S S S S S S S S S S S	Ohio Farmers	(Name	of Surety)
				Nicholas A. Sp	parachan	e Attorney-in-Fact

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

CERTIFIED COPY

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint Nicholas A. Sparachane, SEVERALLY

of Wheeling and State of WV its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

Surety Bond No.: Bid Bond

Principal: The James White Construction Company

Obligee: State of West Virginia

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY. WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as it signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile held on February 8, 2000).

(Each adopted at a meeting held on February 8, 2000).

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2019.



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Gary W. Stumper, National Surety Leader and Senior Executive

On this 17th day of DECEMBER A.D., 2019, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford**, **CT**; that he is **National Surety Leader** and **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

County of Medina

State of Ohio County of Medina

SS.:

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of ne A.D., 2020. .







Frank A. Carrino, Secretary

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 exceed 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:

Barbara Tredway
The James White Construction Co.
4156 Freedom Way
Welston, WV 26082
My Commission Expires June 12, 2023

Vendor's Name: The James White Constructi	on Company		
Authorized Signature: Michael Me	-	Date: 5/2	9/20
State of		/	/
County of, to-wit:			
Taken, subscribed, and sworn to before me this 29 da	ay of May	, 20	<u>20</u>
My Commission expires	. 20 23		
AFFIX SEAL HERE	NOTARY PUBLIC	Burbara	Iredway
OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA		Purchasing A	Affidavit (Revised 01/19/201)

EXHIBIT A – PRICING PAGE Tomlinson Run State Park Pool Bathhouse Roof Replacement

Name of Bidder:	The James White Construction Company
Address of Bidder:	4156 Freedom Way Weirton, WV 26062
Phone Number of Bidder:	304-748-8181
WV Contractors License No.	wv - 0 00492

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 project generally consists of replacing the existing shingles, damaged sheathing, fascia, soffit, drip edge, and removing the sky lights. Include sheathing at sky light locations in the base bid. Include 200 square feet of replacement sheathing in the base bid for other damaged locations.

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

99,99000

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, WINETY NINE THOUSAND WINE HUNDRED WINETY DOULARS &ND CENTS

written in words.

UNIT PRICE:

Provide a unit price for each 10 square feet of roof sheathing (thickness and type to match existing) beyond the 200 square feet required in the base bid and beyond the sky light locations.

Please note: If rotten or unsuitable sheathing beyond the 200 square feet in the base bid is encountered, the DNR representative shall be contacted for instructions on how to proceed.

Unit Price: Provide unit price per 10 square feet to furnish and install sheathing to match existing.

written in numbers.

Unit Price: Provide unit price per 10 square feet to furnish and install sheathing to match existing.

written in words.

\$ 400°0/PER 10 SF

FOUR HUNDRED DOLLARS & NO CENTS

PER 10 SF

Unit Prices shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. However, in the event of a discrepancy, the amount indicated as the base bid shall prevail. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates.

The award of this contract is contingent upon availability of funds. We anticipate these funds to be available prior to bid opening; however, due to events beyond the control of this Agency, there could be a delay or cancellation of the award.

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.

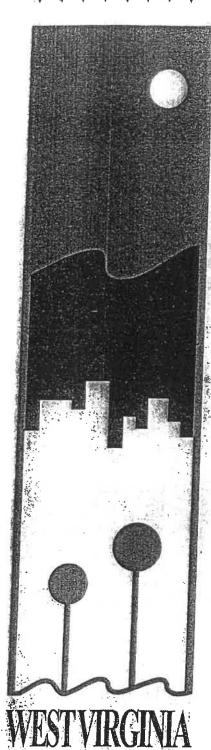


State of West Virginia DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT West Virginia Code §21-1D-5

COUNTY OF Brooke TO-WIT:	
1.	I am an employee of The James White Construction Company; and, (Company Name)
2.	I do hereby attest that The James White Construction Company (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: Donald Gianni, Jr. Signature: Secretary
	Company Name: The James White Construction Company
	Date: 5/29/2020
Гake	en, subscribed and sworn to before me this 29th day of May 2020
Зу С	ommission expires 6/12/2023
Sea	Barbara Iredway
~	OFFICIAL SEAL (Notary Public)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Barbara Tradway
The James White Construction Co.
4156 Freedom Way
Weirton, WV 26062
My Commission Expires June 12, 2023

Rev. July 7, 2017



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV000492

Classification:

GENERAL ENGINEERING SPECIALTY ASPHALT EXCAVATION

> THE JAMES WHITE CONSTRUCTION COMPAN DBA THE JAMES WHITE CONSTRUCTION COMPAN 4156 FREEDOM WAY WEIRTON WV 26062-5210

Date Issued

Expiration Date

AUGUST 106, 2019 2019

Authorized Company Signature

Chair, 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.