

Solicitation Response(SR) Dept: 0310 ID: ESR12191900000003723 Ver.: 1 Function: New Phase: Final

Modified by batch , 12/19/2019

Header 02



General Information Contact Default Values Discount Document Information

Procurement Folder: 650137	SO Doc Code: ARFQ
Procurement Type: Agency Contract - Fixed Amt	SO Dept: 0310
Vendor ID: 00000203330	SO Doc ID: DNR2000000023
Legal Name: CLAUDE ERPS CONSTRUCTION INC	Published Date: 12/12/19
Alias/DBA:	Close Date: 12/19/19
Total Bid: \$488,230.00	Close Time: 13:30
Response Date: 12/19/2019	Status: Closed
Response Time: 12:48	Solicitation Description: Addendum No 04 - Bluestone SP Group 2 Cabin Rehabilitation
	Total of Header Attachments: 2
	Total of All Attachments: 2

REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BLUESTONE SP – REHABILITATION AND RENOVATION OF 9 CABINS

Pricing Page
Exhibit A

Name of Vendor:

CLAUDE ERPS CONSTRUCTION, INC.

Address of Vendor:

1301 PEN MAR AVE.
BLUEFIELD, WV 24701

Phone Number of
Vendor:

304-327-0413

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.

\$288,000.00

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

TWO HUNDRED EIGHTY EIGHT 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. **

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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.

\$30,404.00

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

THIRTY THOUSAND FOUR HUNDRED FOUR DOLLARS.

Additive Alternate 2:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 2** shall be indicated in the space below.

Additive Alternate 2:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$72,416.00

Additive Alternate 2:
Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

SEVENTY TWO THOUSAND FOUR HUNDRED SIXTEEN 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
BLUESTONE SP – REHABILITATION AND RENOVATION OF 9 CABINS**

**Pricing Page
Exhibit A**

Additive Alternate 3:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 3** shall be indicated in the space below.

Additive Alternate 3:

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

\$4,510.00

Additive Alternate 3:

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

FOUR THOUSAND FIVE HUNDRED TEN DOLLARS.

Additive Alternate 4:

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 4** shall be indicated in the space below.

Additive Alternate 4:

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

\$92,900.00

Additive Alternate 4:

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

NINETY TWO THOUSAND NINE 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. **

Agency DNR
REQ.P.O.# DNR 206000023

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Claude Erps Construction, Inc.
of Bluefield, West Virginia, as Principal, and Pennsylvania National Mutual
Casualty Insurance Company, Harrisburg, Pennsylvania, a corporation organized and existing under the laws of the State of PA
of PA with its principal office in the City of Harrisburg, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of 5% of Five Hundred Fifty Thousand and 00/100 (Twenty Seven Thousand Five Hundred and 00/100) \$550,000 (\$15,000)
for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

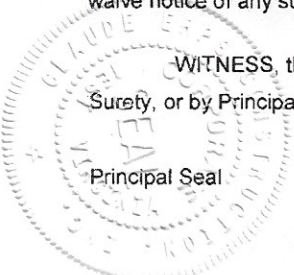
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Rehabilitation & Renovation of nine (9) cabins at Bluestone State Park in Summers County, WV

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 5th day of December, 2019.



Principal Seal

Claude Erps Construction, Inc.
(Name of Principal)
By Claude Erps
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)



Surety Seal

Pennsylvania National Mutual Casualty Insurance Company
(Name of Surety)
Charlene J. Reynolds
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.

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 12/5/19.

Mark Fitzgerald
Vice President - Surety



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV014698

Classification:

ELECTRICAL
GENERAL BUILDING

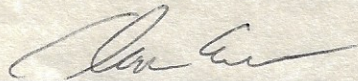
CLAUDE ERPS CONSTRUCTION INC
DBA CLAUDE ERPS CONSTRUCTION INC
1301 PEN MAR AVEUE
BLUEFIELD, WV 24701-1462

Date Issued

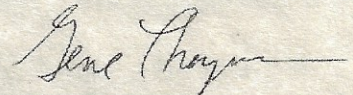
JUNE 26, 2019

Expiration Date

JUNE 26, 2020



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
Request For Quotation
Construction**

Procurement Folder : 650137

Document Description : Addendum No 04 - Bluestone SP Group 2 Cabin Rehabilitation


Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2019-12-12	2019-12-19 13:30:00	ARFQ 0310 DNR2000000023	5	Final

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

FOR INFORMATION CONTACT THE

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

Signature X  FEIN # 55-0581702 DATE 12/19/2019

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR20*23

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:

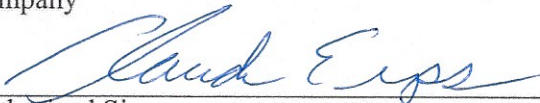
(Check the box next to each addendum received)

<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 checked="" 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 ERPS CONSTRUCTION, INC.

Company



Authorized Signature

12/19/2019

Date

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: CLAUDE ERPS CONSTRUCTION, INC.

Contractor's License No.: WV- 014698

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. 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. For contracts over \$25,000, the public authority shall be

**REQUEST FOR QUOTATION
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION
BLUESTONE SP GROUP 2 – REHABILITATION AND RENOVATION OF 9 CABINS**

11. MISCELLANEOUS:

11.1 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.

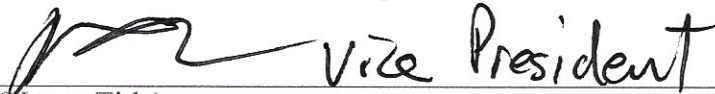
Contract Manager: ROBERT ERPS

Telephone Number: 304-952-3938

Fax Number: 304-327-0415

Email Address: cec@erpsconstruction.com

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.

 Vice President

(Name, Title)
ROBERT ERPS, VICE PRESIDENT

(Printed Name and Title)
1301 PEN MAR AVE. BLUEFIELD, WV 24701

(Address)
304-952-3938 / 304-327-0413

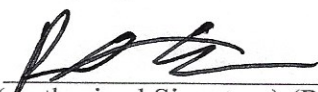
(Phone Number) / (Fax Number)
cec@erpsconstruction.com

(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.

CLAUDE ERPS CONSTRUCTION, INC.

(Company)

 ROBERT ERPS, VICE PRESIDENT

(Authorized Signature) (Representative Name, Title)

ROBERT ERPS, VICE PRESIDENT

(Printed Name and Title of Authorized Representative)

12/19/2019

(Date)

304-327-0413 / 304-327-0415

(Phone Number) (Fax Number)



**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, ROBERT 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: ROBERT ERPS

Signature: _____

Title: VICE PRESIDENT

Company Name: CLAUDE ERPS CONSTRUCTION, INC.

Date: 12/19/2019

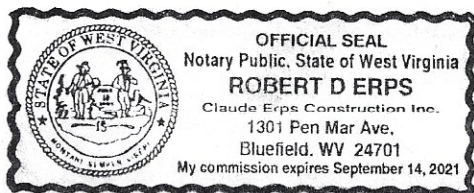
Taken, subscribed and sworn to before me this 19th day of DECEMBER, 2019.

By Commission expires SEPTEMBER, 14, 2021

(Seal)



(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: CLAUDE ERPS CONSTRUCTION, INC.

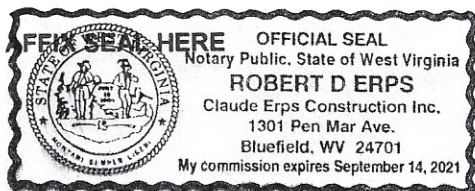
Authorized Signature: Date: 12/19/2019

State of WEST VIRGINIA

County of MERCER, to-wit:

Taken, subscribed, and sworn to before me this 19th day of DECEMBER, 2019.

My Commission expires SEPTEMBER 14, 2021.



NOTARY PUBLIC