

**Solicitation Response(SR)** Dept: 0490 ID: ESR0724240000000672 Ver.: 1 Function: New Phase: Final

Modified by batch . 07/24/2024

Header 1

General Information Contact Default Values Discount Document Information Clarification Request

<b>Procurement Folder:</b> 1455619	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Purchase Order	<b>SO Dept:</b> 0490
<b>Vendor ID:</b> 000000200122	<b>SO Doc ID:</b> WSC2400000006
<b>Legal Name:</b> SUTTER ROOF & METAL CO INC	<b>Published Date:</b> 7/18/24
<b>Alias/DBA:</b>	<b>Close Date:</b> 7/24/24
<b>Total Bid:</b> \$965,000.00	<b>Close Time:</b> 14:30
<b>Response Date:</b> 07/24/2024	<b>Status:</b> Closed
<b>Response Time:</b> 11:08	<b>Solicitation Description:</b> Addendum No. 02 WVSU Roof Renovation Projects.
<b>Responded By User ID:</b> sutssrmco	<b>Total of Header Attachments:</b> 1
<b>First Name:</b> Cam	<b>Total of All Attachments:</b> 1
<b>Last Name:</b> Shearer	
<b>Email:</b> cam@sutterroofing.us	
<b>Phone:</b> 304-624-6565	

**WEST VIRGINIA STATE UNIVERSITY  
KANAWHA COUNTY, WEST VIRGINIA  
PROPOSED  
ROOF RENOVATION  
THRASHER PROJECT #T60-11251**

A two-envelope system will be used. Envelope No. 1 will be opened first and the Bid Opening Requirement items checked for compliance, as outlined on this page. If such documents are found to be in order, sealed Envelope No. 2 "Bid Proposal", which shall also be placed inside of Envelope #1, will then be opened and will be publicly read aloud. If the documents required to be contained in Envelope No. 1 are not in order, Envelope No. 2 "Bid Proposal" will not be opened and the Bid will be considered non-responsive and will be returned to the Bidder. At that time, the Owner will declare the Bidder non-responsive. The lowest responsive, responsible Bidder shall be the Bidder who has completed all of the requirements of the "Bid Opening Requirements" and has the lowest total bid.

**BID OPENING REQUIREMENT CHECKLIST**

<b>Item</b>	<b>Completed Satisfactory (Check if completed)</b>
1. Bid submitted on time	x _____
2. Certification of receipt of all addenda to Plans and Specifications. (BOR- 2)	x _____
3. Bid Bond (BOR 3 & 4 Sample)	x _____
4. West Virginia Code §21-1D-5 Drug Free Workplace Conformance Affidavit (BOR-5 & 6)	x _____
5. Affidavit of Non-Collusion (BOR -7)	x _____
6. Purchasing Affidavit (BOR 8)	x _____
7. Disclosure of Interested Parties to Contracts (BOR 9-10)	x _____
8. Any additional special requirements (by owner or engineer)	
1. Copy of WV Contractor License	x _____

**Certification of Receipt of Addenda**

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all the Contract Documents and the following Addenda:

<u><b>Date</b></u>	<u><b>Number</b></u>
7/10/2024	1
7/17/2024	2

Nat A. Harvey  
Signature

7/22/2024  
Date

Nathan A. Harvey, Vice President  
Name and Title of Signer  
(Please Type)

To Be Submitted in Envelope No. 1  
Item No. 3 on Bid Opening Requirements Checklist

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Sutter Roofing & Metal Co. Inc.  
2 Stadium Drive  
Clarksburg, WV 26301

**SURETY:**

*(Name, legal status and principal place of business)*

Western Surety Company  
101 S. Reid Street,  
Sioux Falls, SD 57103

**OWNER:**

*(Name, legal status and address)*

West Virginia State University  
PO Box 1000, Institute, West Virginia, 25112

**BOND AMOUNT:** \$ Five Percent of Accompanying Bid (5%)

**PROJECT:**

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

WVSU Roof Renovations  
5000 Fairlawn Avenue, Institute, WV 25112

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.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

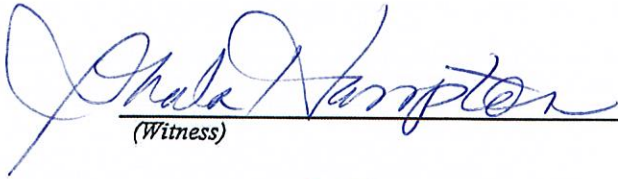
Init.

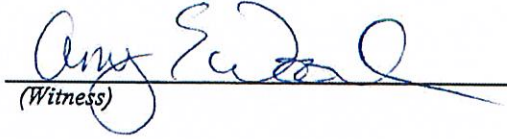
AIA Document A310<sup>™</sup> – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 14:55:14 on 01/10/2013 under Order No.6871475021\_1 which expires on 12/27/2013, and is not for resale.

User Notes:

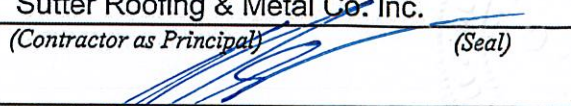
(1177639241)

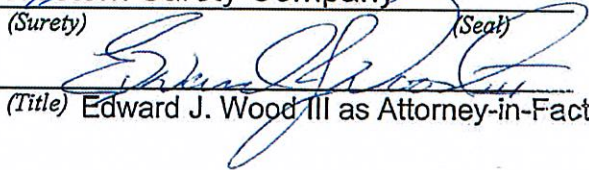
Signed and sealed this 22 day of July, 2024 .

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Sutter Roofing & Metal Co. Inc.  
\_\_\_\_\_  
(Contractor as Principal) (Seal)

  
\_\_\_\_\_  
(Title) Cam Shearer, Project Engineer & Duly Authorized Agent  
Western Surety Company  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Edward J. Wood III as Attorney-in-Fact

Init.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Edward J Wood III, Suzanne M Evangelisti, Austin H Boyd, Individually**

of Bradenton, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 23rd day of September, 2023.



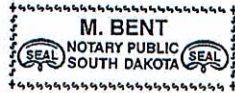
WESTERN SURETY COMPANY

Larry A. Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 23rd day of September, 2023, before me personally came Larry A. Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of JULY, 2024.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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, and 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.

This Power of Attorney is signed by Larry A. Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



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

STATE OF WEST VIRGINIA,  
COUNTY OF Harrison, TO-WIT:

I, Nathan A. Harvey, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Sutter Roofing and Metal Co; and,  
(Company Name)
- 2. I do hereby attest that Sutter Roofing and Metal Co  
(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: Nathan A. Harvey  
 Signature: Nat A. Harvey  
 Title: Vice President  
 Company Name: Sutter Roofing and Metal Co  
 Date: 7/22/2024

Taken, subscribed and sworn to before me this 22 day of July, 2024.

By Commission expires June 13, 2028

(Seal)



Shala Hampton  
(Notary Public)

WVSU ROOF RENOVATIONS

AFFIDAVIT OF NON-COLLUSION

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER:  
IF THE BID IS MADE BY A CORPORATION, THEN BY ITS  
PROPERLY AUTHORIZED AGENT

State of West Virginia, County of Harrison :

Nathan A. Harvey

(Name of Authorized Individual Making Bid)

residing at 271 Cameron Road, Clarksburg, WV, being duly

sworn does depose and say that

Sutter Roofing and Metal Co.

(Give Name of Bidder or Bidders)

2 Stadium Drive, Clarksburg, WV

(Business Address)

, and,

N/A

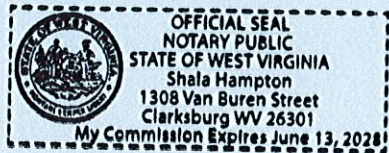
(Give Names and Addresses of All Other Persons, Firms or Corporations Interested in the Bid.)

\_\_\_\_\_ is or are the only person or persons interested with sharing in the profits of the herein contained Bid; that the said Bid is made without any connection or interest in the profits thereof with any other persons making any bid or proposal for said work; that said bid is on our part, in all respects fair and without collusion or fraud; and also that no member of, head of any department or Bureau, or employee therein, or any \_\_\_\_\_ is directly or indirectly interested therein.

N.A. Harvey  
(Signature of Authorized Individual Making Bid)

Subscribed and sworn to this 22nd day of July, 2024

before Shala Hampton  
(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 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:**

Vendor's Name: Sutter Roofing and Metal Co.

Authorized Signature: *Nor C. King* Date: 7/22/2024

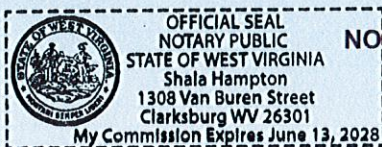
State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 22 day of July, 2024.

My Commission expires June 13, 2028

AFFIX SEAL HERE



NOTARY PUBLIC

*Shala Hampton*

Purchasing Affidavit (Revised 01/19/2018)

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [ethics.wv.gov](http://ethics.wv.gov).*

West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Sutter Roofing and Metal Co. Address: 2 Stadium Drive  
Clarksburg, WV 26301

Name of Authorized Agent: Nathan A. Harvey Address: 271 Cameron Road, Clarksburg, WV  
26301

Contract Number: ARFQ WSC24\*06 Contract Description: WVSU Roof Renovations

Governmental agency awarding contract: WVSU

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

RK Hydrovac Inc.  
A Durer Inc.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

Douglas C. Sutter  
Marsha M. Sutter

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: Nat A. Harvey Date Signed: 7/22/2024

**Notary Verification**

State of West Virginia, County of Harrison:

I, Nathan A. Harvey, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 22nd day of July, 2024.

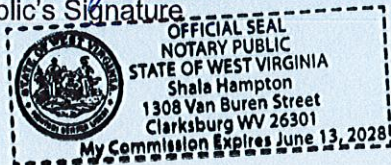
Shala Hampton  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_





# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV000463

CLASSIFICATION:

SPECIALTY  
ROOFING  
CRANE

SUTTER ROOFING & METAL COMPANY INC  
DBA SUTTER ROOFING & METAL COMPANY INC  
PO BOX 2036  
CLARKSBURG, WV 26302-2036

DATE ISSUED

AUGUST 05, 2023

EXPIRATION DATE

AUGUST 05, 2024

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

# BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

## ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

*West Virginia State University  
Ferrell Hall Room 301  
500 Fairlawn Avenue  
Institute, WV 25112*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Bid Opening Requirements

## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

### GENERAL

The Bidder shall take notice of and shall be responsible for any local or state taxes levied and applicable, and the cost for the same shall be included as part of the submitted Bid.

The total Bid cost stated includes a complete operating installation including furnishing and installation of any and all changes or additions in plans, piping, mechanical work, additional electrical work, accessories, controls, etc. necessary to accommodate alternative equipment systems or materials used in construction.

### BID PROPOSAL

The Bidder agrees to perform all required Work described in the detailed Specifications and as shown on the Plans for the complete construction and placing in satisfactory operation the WV State University Roof Renovations. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 011000. The Bidder agrees to perform all the Work proposed for the total of the following Bid prices.

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the lump sum (stipulated) price(s), shown in the bid schedule.

B. Lump Sum Bids may be one of the following:

1. Lump Sum Price (Single Lump Sum)

2. Lump Sum Price (Base Bid and Alternates)
  3. Lump Sum Price (Sectional Lump Sum Bids)
- C. All specified cash allowance(s) are included in the price(s) set forth in the bid schedule, and have been computed in accordance with Paragraph 3.8 of the General Conditions.
  - D. All specified contingency allowances are included in the price(s) set forth in the bid schedule, and have been computed in accordance with Paragraph 3.8 of the General Conditions.

**BID SCHEDULE**

**PROPOSED  
WV STATE UNIVERSITY ROOF RENOVATIONS  
FOR THE**

**WEST VIRGINIA STATE UNIVERSITY ROOF RENOVATIONS  
KANAWHA COUNTY, WEST VIRGINIA**

3.02 Total Bid Price Lump Sum

*NOTE: Bid PRICE amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. Bids shall include sales tax and all other applicable taxes and fees.*

Item #	Qty	UNIT	DESCRIPTION	TOTAL PRICE
1	1	LS	<i>Provide all labor, materials, equipment, fees, bonds, insurance and taxes to perform the work as detailed in the plans and specifications and addenda.</i>	<b>\$965,000.00</b>

**TOTAL BID:** Nine Hundred Sixty-Five Thousand Dollars  
(Written in Words)

Nine Hundred Sixty-Five Thousand Dollars (\$ 965,000.00 )

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

**UNIT PRICES – (For information purposes only)**

Item #	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS
1	SF	Replacement of steel roof decking as required	\$17.50	Seventeen Dollars and Fifty Cents
2	LF	Replacement of treated wood nailer as required.	\$4.50	Four Dollars and Fifty Cents
3.	EA	Roof drain replacement	\$3,000.00	Three Thousand Dollars

3.02 *Method of Award*

If at the time this contract is to be awarded, the lowest total bid submitted by a qualified, responsive, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. If such bids exceeds such amount, the owner may reject all bids.

~~ARTICLE 4—BASIS OF BID—COST PLUS FEE~~

Deleted

~~ARTICLE 5—PRICE PLUS TIME BID~~

Deleted

**ARTICLE 6—TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Article 8 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

**ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS**

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.



5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
  1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
  2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
  3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
  4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

- c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

**Sutter Roofing and Metal Co.**

*(typed or printed name of organization)*

By:

*Nathan A. Harvey*

*(individual's signature)*

Name:

**Nathan A. Harvey**

*(typed or printed)*

Title:

**Vice President**

*(typed or printed)*

Date:

**7/22/2024**

*(typed or printed)*

*If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

*Paul C. Shearer*

*(individual's signature)*

Name:

**Paul C. Shearer**

*(typed or printed)*

Title:

**Project Engineer**

*(typed or printed)*

Date:

**7/22/2024**

*(typed or printed)*

Address for giving notices:

**2 Stadium Drive, Clarksburg, WV 26301**

Bidder's Contact:

Name:

**Nathan A. Harvey**

*(typed or printed)*

Title:

**Vice President**

*(typed or printed)*

Phone:

**3046246565**

Email:

**nathan@sutterroofing.us**

Address:

**PO Box 2036, Clarksburg, WV 26302**

Bidder's Contractor License No.: (if applicable)

**WV000463**



---

WHEREAS, the Sutter Roofing and Metal Company, Inc. is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the President is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of Sutter Roofing and Metal Company, Inc any written bids, proposals, contracts, obligations, certificates, pay requests, releases, and change orders entered into by this Corporation.

Name: Nathan A. Harvey  
Position/Title: Vice President  
Telephone Number: 304-624-6565  
Email Address: nathan@sutterroofing.us  
Signature:

Nathan A. Harvey

The undersigned certifies that he/she is the properly elected and qualified President of Sutter Roofing and Metal Company, Inc., a corporation duly conformed pursuant to the laws of the state of West Virginia.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Douglas C. Sutter

Date: 5/2/24

Douglas C. Sutter  
President

---