



**State of West Virginia
Agency Request for Quote
Construction**

| | | | |
|---|----------------------------|---|----------------|
| Proc Folder: 924378 | | Reason for Modification: | |
| Doc Description: Addendum No.01-Mt. Storm Lake Public Access Site Upgrades | | Addendum | |
| Proc Type: Agency Purchase Order | | Addendum No. 01 is issued to publish and distribute the attached information to the Vendor Community. | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2021-09-23 | 2021-10-05 13:30 | ARFQ 0310 DNR2200000005 | 3 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000207016
Vendor Name: A.L.L. Construction, Inc.
Address: PO Box 232
Street: 1240 Power Station Hwy
City: Mount Storm
State: WV **Country:** USA **Zip:** 26739
Principal Contact: Jason Kitzmiller
Vendor Contact Phone: 304-677-4446 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

FEIN# 55-0700300

DATE 10/5/2021

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

ADDITIONAL INFORMATION

The West Virginia Division of Natural Resources is soliciting bids on behalf of Wildlife Resources Section to establish a construction contract for public access site improvements at Mt. Storm Lake.

INVOICE TO: STATE OF WEST VIRGINIA

| | | | |
|--------------------------------|--|------------------------------|----|
| DIVISION OF NATURAL RESOURCES | | STATE OF WEST VIRGINIA | |
| PARKS & RECREATION-PEM SECTION | | JOBSITE - SEE SPECIFICATIONS | |
| 324 4TH AVE | | No City | WV |
| SOUTH CHARLESTON WV | | US | |
| US | | | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|-----|------------|------------|-----------------------|
| 1 | Mt. Storm Lake Public Access Site Upgrades | 1 | 1 s | | 753,773 ⁰⁰ |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000 | | | |

Extended Description:
Mt. Storm Lake Public Access Site Upgrades

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|-------------------------------------|------------|
| 1 | Mandatory Pre-bid Meeting 1:00PM ET | 2021-09-16 |
| 2 | Technical Questions Due 9:00AM ET | 2021-09-21 |

| | Document Phase | Document Description | Page |
|---------------|----------------|--|------|
| DNR2200000005 | Final | Addendum No.01-Mt. Storm Lake Public Access Site Upgrades | 3 |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A – PRICING PAGE
Mt. Storm Lake
Public Access Site Upgrades

Name of Vendor:

A.L.L. Construction, Inc.

Address of Vendor:

PO Box 232
1240 Power Station Hwy
Mount Storm, WV 26739

Phone Number of
Vendor:

304-693-7131

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.

\$ 753,773.00

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

Seven Hundred Fifty Three Thousand
Seven Hundred Seventy Three Dollars
and Zero Cents

**ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR22*05**

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.

A.L.L. CONSTRUCTION, INC.

Company

Authorized Signature

10/05/2021

Date

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

Agency Division of Natural Resources
REQ.P.O# ARFQ 0310 DNR2200000005

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, A.L.L. Construction, Inc.
of Mt. Storm, West Virginia, as Principal, and Liberty Mutual Insurance Company
of Louisville, Kentucky, a corporation organized and existing under the laws of the State of Massachusetts with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State of West Virginia, as Oblgee, in the penal sum of Five Percent of Bid (\$ 5%) 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 Mt. Storm Lake Public Access Upgrades, Mt. Storm, 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 Oblgee 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 October, 2021.

Principal Seal

A.L.L. Construction, Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or Duly Authorized Agent)
President
(Title)

Surety Seal

Liberty Mutual Insurance Company
(Name of Surety)
[Signature]
Jessica J. Bentley 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.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206988-019028

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Benedict J. Tockershewsky, Donald L. Roberts, Jr., Francis M. McGinley, Jessica J. Bentley, Kimberly L. Milcs, Lisa M. Habermehl, Mary J. Grant, Steven D. Logue

all of the city of Blue Bell state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of October, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 1st day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the (original) power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of October, 2021



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.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.

[Signature] President
(Name, Title)

Jason Kitzmiller, President
(Printed Name and Title)

PO Box 232, 1240 Power Station Hwy, Mt. Storm, WV 26739
(Address)

304 693-7131 304 693-7199
(Phone Number) / (Fax Number)

kitzmillerjason@msn.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.

A.L.L. Construction, Inc.
(Company)

[Signature] President
(Authorized Signature) (Representative Name, Title)

Jason Kitzmiller, President
(Printed Name and Title of Authorized Representative)

10/5/2021
(Date)

304 693-7131 304 693-7199
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Mt. Storm Lake
Public Access Site Upgrades

15. MISCELLANEOUS:

15.1. **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: Steve Szabo

Telephone Number: 324 693-7131

Fax Number: 324 693-7199

Email Address: bill.estimator@frontier.com

WV-73
Approved / July 7, 2017



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

**STATE OF WEST VIRGINIA,
COUNTY OF GRANT, TO-WIT:**

I, STEVE SEARD, after being first duly sworn, depose and state as follows:

- 1. I am an employee of A.L.L. CONSTRUCTION INC.; and,
(Company Name)
- 2. I do hereby attest that A.L.L. 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.

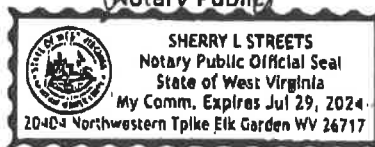
Printed Name: STEVE SEARD
 Signature: Steve Seard
 Title: Senior Estimator
 Company Name: A.L.L. CONSTRUCTION INC.
 Date: 10/5/21

Taken, subscribed and sworn to before me this 05 day of October, 2021.

By Commission expires July 29, 2024

(Seal)

Sherry L. Streets
(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: A.L.C. Construction Inc.

Authorized Signature: [Signature] Date: 10/15/21

State of West Virginia

County of Grant, to-wit:

Taken, subscribed, and sworn to before me this 5 day of October, 2021

My Commission expires July 29, 2024

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)