

Solicitation Response(SR) Dept: 0310 ID: ESR1005210000002231 Ver.: 1 Function: New Phase: Final

Modified by batch , 10/05/2021

Header  1

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 924378	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: 000000192690	SO Doc ID: DNR2200000005
Legal Name: CARL BELT INC	Published Date: 9/23/21
Alias/DBA:	Close Date: 10/5/21
Total Bid: \$384,275.00	Close Time: 13:30
Response Date: 10/05/2021	Status: Closed
Response Time: 10:36	Solicitation Description: Addendum No.01-Mt. Storm Lake Public Access Site Upgrades
Responded By User ID: Carl Belt	Total of Header Attachments: 1
First Name: Tiffany	Total of All Attachments: 1
Last Name: Pirolozzi	
Email: tpirolozzi@thebeltgroup.c	
Phone: 301-729-8900	



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

Proc Folder: 924378

Doc Description: Addendum No.01-Mt. Storm Lake Public Access Site Upgrades

Reason for Modification:

Addendum

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

Proc Type: Agency Purchase Order

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:

Vendor Name : Carl Belt, Inc.

Address : 11521 / P.O. Box 1210

Street : Milnor Avenue

City : Cumberland

State : Maryland

Country : USA

Zip : 21501-1210

Principal Contact : David J. Madden, Executive Vice President

Vendor Contact Phone: 301-729-8900

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *David J. Madden*

FEIN# 52-0747947

DATE 09/23/2021

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

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.

David J. Madden
(Name, Title)

Executive Vice President

David J. Madden, Executive Vice President
(Printed Name and Title)

11521 Milnor Avenue/P.O. Box 1210, Cumberland, MD 21501-1210
(Address)

301-729-8900 / 301-729-0163
(Phone Number) / (Fax Number)

davem@thebeltgroup.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.

Carl Belt, Inc.
(Company)

David J. Madden
(Authorized Signature) (Representative Name, Title)

David J. Madden, Executive Vice President

David J. Madden, Executive Vice President
(Printed Name and Title of Authorized Representative)

10/05/2021
(Date)

301-729-8900/301-729-0163
(Phone Number) (Fax Number)



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

Name of Vendor:

Carl Belt, Inc.

Address of Vendor:

11521 Milnor Avenue
P.O. Box 1210
Cumberland, MD
21501-1210

Phone Number of
Vendor:

301-729-8900

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.

\$384,275.00

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

Three Hundred Eighty-Four Thousand, Two Hundred Seventy-Five Dollars and Zero Cents.

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: David J. Madden

Telephone Number: 301-729-8900

Fax Number: 301-729-0163

Email Address: davem@thebeltgroup.com

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Carl Belt, Inc.
_____ of Cumberland, Maryland, as Principal, and Fidelity and Deposit Company of
Maryland of Cumberland, Maryland, a corporation organized and existing under the laws of the State of _____
Maryland with its principal office in the City of Owings Mills, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Total Bid Amount (\$5% of Total Bid Amount) 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
ARFQ 0310 DNR2200000005- Mt. Storm Lake Public Access Site Upgrades

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 October, 2021.

Principal Seal

Carl Belt, Inc.

(Name of Principal)

By David J. Madden David J. Madden
(Must be President, Vice President, or
Duly Authorized Agent)

Executive Vice President

(Title)

Surety Seal

Fidelity and Deposit Company of Maryland

(Name of Surety)

Larry Wilt
WV Countersignature

Larry Wilt

Kayla McCullough
Attorney-in-Fact

Kayla McCullough

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.

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of October, 2021.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsclaims@zurichna.com
800-626-4577

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Michael FETCHERO, Brian E. MCCLOSKEY, Marla K. MAYLES, Edward R. SEWARD, Lisa WINCHESTER, Shelley MCCABE, Kayla D. MCCULLOUGH, Chelsea L. MARTIN, Aaron N. SMITH, Letha LOMBARDI and Lori CELANO**, all of **Cumberland, Maryland**, EACH, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, 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 ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of September, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 18th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

West Virginia
Offices of the Insurance Commissioner



Certificate of Authority

Whereas, **Fidelity and Deposit Company of Maryland**, domiciled in the State of **Illinois**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

Casualty - Article 1, Section 10(e)
Casualty - Article 1, Section 10(e)(14)
Fire - Article 1, Section 10(c)
Marine - Article 1, Section 10(d)
Surety - Article 1, Section 10(f)(1)
Surety - Article 1, Section 10(f)(2)
Surety - Article 1, Section 10(f)(3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2021, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2020.

James A. Dodrill
Insurance Commissioner

NAIC #39306
SBS Company #109404637

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.

Carl Belt, Inc.

Company



Authorized Signature

David J. Madden, Executive Vice President

10/05/2021

Date

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



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

Maryland
STATE OF ~~WEST VIRGINIA,~~

COUNTY OF Allegany, TO-WIT:

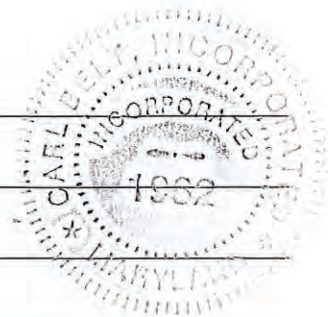
I, David J. Madden, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Carl Belt, Inc.; and,
(Company Name)
- 2. I do hereby attest that Carl Belt, 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: David J. Madden
 Signature: *David J. Madden*
 Title: Executive Vice President
 Company Name: Carl Belt, Inc.
 Date: 10/05/2021



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

By Commission expires December 16, 2024

(Seal)

Tiffany Pirolozzi
 (Notary Public) Tiffany Pirolozzi



TIFFANY M. PIROLOZZI
NOTARY PUBLIC
ALLEGANY COUNTY
MARYLAND
MY COMMISSION EXPIRES December 16, 2024

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(j), 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: Carl Belt, Inc.

Authorized Signature: *D. J. Malde* Date: October 5, 2024

State of Maryland

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 5th day of October, 2024.

My Commission expires December 16, 2024.



NOTARY PUBLIC

Tiffany Pirolozzi
Tiffany Pirolozzi
Purchasing Affidavit (Revised 01/19/2018)



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV000355

Classification:

- GENERAL BUILDING
- GENERAL ENGINEERING
- MULTIFAMILY
- MASONRY
- ROOFING

CARL BELT INC
 DBA BELT CONSTRUCTION
 PO BOX 1210
 CUMBERLAND, MD 21501-1210

Date Issued

AUGUST 02, 2021

Expiration Date

AUGUST 02, 2022

Authorized Company Signature

Chair, West Virginia Contractor
Licensing Board



**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-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

