

EXHIBIT A - PRICING PAGE  
**Wildlife Resources -Salt Rock PAS-Slip Repair Project**

VENDOR

L&T Construction Services, LLC Landon McHenry, Project Manager PO Box 199 Meadowbrook, WV 26404 304-629-8003 landonmchenry@l-tconstructionservices.com
<i>Name, Address, Phone Number, Email</i>

WV Contractor's License Number: WV051914

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and being familiar with the general conditions to vendors, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

The Base Bid shall consist of:

The installation of the repair and stabilization of a slip located at the Salt Rock Public Access Site, Salt Rock, WV. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

**TOTAL BID**

**(IN WORDS)**     \$     Forty-seven Thousand

**(IN NUMBERS)** \$     47,000.00



PO Box 199  
Meadowbrook WV 26404

## Construction Services LLC

May 19, 2022

### Salt Rock Slip Repair

Dear, WV Division of Natural Resources

L&T is pleased to offer our price for the job referenced above

**Lump Sum Pricing – \$47,000.00**

#### Scope of Work

- To supply labor, equipment, and material to complete installation of stabilization to repair slip at Salt Rock Public Access Site.

#### Inclusions & Clarifications

- Grade and establish a firm and uniform base below ramp that has slipped
- Back fill slip area with large angular stone with 2:1 slope.
  - o Provide up to 100 tons of large angular stone.
- Compact Rock as tight as possible under ramp.
- Add flowable fill within 6" of bottom of ramp to completely backfill beneath ramp.
  - o Provide up to 6 cy of flow fill
- Contour area to existing slope.
- Repair 20' joint of HDPE drain line and add 22 deg fitting. Backfill so there is 1' of coverage.
- Grade and reseed area.
- Provide 30 tons of 57 for parking area and entrance road.
- Add 6" lay or rip rap stone at bottom of ramp and 5' long by lower edge of ramp to prevent undercutting.
  - o Provide up to 40 tons of rip rap
- Removal and disposal of any trees/shrubs that must be removed to complete work.
- Offer 1 year warrant on workman ship.

#### Exclusions & Qualifications

- Warranty does not cover anything caused by nature.
- Any additional Stone required will be charge at additional cost.
- Price does not include any repairs to concrete ramp that may occur during slip repair.
- Price is for reusing existing drainpipe.
- Price does not include any third-party inspection or testing
- Any work performed beyond the scope of work provided will be billed on a T&M basis at L&T standard rates and will require an approved change order prior to work being

performed

Thank you in advance for your consideration of this proposal. Please do not hesitate to contact us if you have any questions.

Sincerely,

*L&T Construction Services LLC*



**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.

Landon McHenry, Project Manager

(Name, Title)

Landon McHenry, Project Manager

(Printed Name and Title)

P.O. Box 199 Meadowbrook, WV 26404

(Address)

304-629-8003

(Phone Number) / (Fax Number)

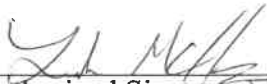
landonmchenry@l-tconstructionservices.com

(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.

L&T Construction Services, LLC

(Company)



(Authorized Signature) (Representative Name, Title)

Landon McHenry, Project Manager

(Printed Name and Title of Authorized Representative)

5/17/22

(Date)

304-629-8003

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
West Virginia Division of Natural Resources-Wildlife Resources Section  
Wildlife Resources -Salt Rock PAS-Slip Repair Project  
ARFQ DNR22\*21

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**GENERAL CONSTRUCTION SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids to establish a contract for the one-time purchase of materials and labor for repair and stabilization of a slip located at the Salt Rock Public Access Site, as more fully defined in the project documents.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
  - 2.1 **"Construction Services"** The project generally consists of the installation of the repair and stabilization of a slip located at the Salt Rock Public Access Site, Salt Rock, WV
  
  - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
  
  - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the West Virginia Division of Natural Resources.
  
  - 2.4 **"Specifications/Project Manual"** means the specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed.
  
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
  
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

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- 4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least [insert number of projects] projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(e), if the Pricing Pages contain alternates/add-ons, there must be no more than seven listed, and the alternates/add-ons will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on. Provided, that Agency may accept an alternate out of the listed order if acceptance would not affect determination of the lowest qualified responsible bidder. Any unaccepted alternate contained within a bid shall expire one hundred fifty days after the date of the opening of bids for review.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 8. PROJECT PLANS:** (See Project Manual.)
- 9. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

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**10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

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

**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:** Landon McHenry

**Telephone Number:** 304-629-8003

**Fax Number:** \_\_\_\_\_

**Email Address:** landonmchenry@l-tconstructionservices.com



West Virginia Division of Natural Resources

Wildlife Resources -Salt Rock PAS-Slip Repair Project  
Salt Rock, WV

Project Manual

SECTION 1 - SUMMARY

Part 1:

1.1 PROJECT

Project Name: Wildlife Resources -Salt Rock PAS-Slip Repair

- A. Location: Salt Rock, WV
- B. Owner's Name: West Virginia Division of Natural Resources.
- C. The project generally consists of the installation of the repair and stabilization of a slip located at the Salt Rock Public Access Site, Salt Rock, WV

1.2 SCOPE OF WORK

- A. Grade and establish a firm and uniform base below the area of the ramp that has eroded away.
- B. Backfill the slip area with large angular stone compacting in layers adequate to provide stability and an out slope of no less than 2:1. Rock should get progressively smaller as the backfill nears the undercut section of the ramp.
- C. Rock should be back stowed and compacted as tight as feasible to provide support and stability to undercut area of the ramp.
- D. Within 6" of bottom side of the ramp flowable fill should be used to completely backfill beneath the ramp. Make special care to assure flowable fill is pushed the entire depth (approximately 4') into the undercut to ensure adequate support is transferred to the ramp.
- E. As the slip area is backfilled be sure to contour the area to complement the existing slopes to prevent any areas susceptible to scour at harsh or angular intersections.
- F. Repair or replace the 20' joint of 15" HDPE drain line. That has become dislodged. Existing pipe can be used if possible. Install a 22degree elbow and regrade the immediate area to support the drain line and cover with a minimum of 1' of cover material.
- G. Immediately grade and reseed all disturbed areas to prevent erosion. All grades should be smooth and compliment the surrounding area and slopes.
- H. Provide 30 tons of #57 stone for parking area and entrance road. Grade to compliment surrounding areas.
- I. Large trees should be preserved along the shoreline, to provide bank stability. Limbs and small brush can be cleared as needed for access.
- J. Add a minimum 6" layer of rock rip rap to the river slope of the ramp below the slide area to armor the existing bank and prevent further erosion.
- K. Add a minimum 6" deep by 5' long rip rap apron to lower edge of ramp to prevent undercutting of ramp.

- L. The contract will include all materials, hardware, accessories, and labor to make complete installation.
- M. Contract will also include removal and proper disposal of all waste removed during the completion of the project.
- N. Winning bidder will be responsible for contacting Miss Utility and for proper location of underground utility service located along the installation pathway.

### 1.3 INSTALLATION

- A. The contractor shall furnish all labor, equipment, and materials to perform the work.
- B. Installation shall be in accordance with all Federal, State, and Municipal laws, codes, regulations, and ordinances that are pursuant to the Work.

## SECTION 2 - MATERIALS

### Part 1

#### 1.1 QUALITY ASSURANCE

- A. The Contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work.
- B. The Contractor has the responsibility to protect the Owner's property and the property of others from damage due to construction activities. Any damage due to construction activities shall be the responsibility of the Contractor to repair/replace with acceptance by the WV DNR.

#### 1.3. INSPECTIONS

- A. The authorized representatives and agents of the Division of Natural Resources shall be permitted to inspect all work, materials, payroll records of personnel, invoices of materials, and other relevant data and records.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver the materials to the job site and store, in a safe area, out of the way of traffic, and shored up off the ground surface.
- B. Use extreme care in off-loading of materials to prevent damage of materials and surrounding property.

## SECTION 3 – SITE CONDITIONS

Part 1

- 1.1 Keep the premises in a neat, safe, and orderly condition at all times. Remove debris and clean sidewalks, entries, exits, lawns, and parking areas at end of each work day.
- 1.2 Provide barriers, fencing, signs, and any other protection, as necessary, to assure the safety of all residents, visitors, staff, and contractors.
- 1.3 Contractor is to work with DNR personnel and visitors for a smooth operation. Professionalism and courteousness around DNR personnel and visitors shall be maintained at all times.
- 1.4 Means of egress from the building and parking lot, or access by emergency vehicles shall not be compromised.
- 1.5 The Contractor is responsible for protecting Work from inclement weather, snow, ice, rain, etc.
- 1.6 Protect the lawns, plant materials, sidewalks, statues, signs, existing structures, cameras, wiring, etc. from any damage. Contractor is responsible for repairing or replacing any items that are damaged due to this Work.

SECTION 4 – TESTS

N/A

SECTION 5 – WARRANTIES

Part 1:

- 1.1 Contractor shall warrant materials and workmanship for a period of two (2) years from date of acceptance of completion by WV DNR.

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: L&T Construction Services, LLC

Authorized Signature: 

Date: 5/17/2022

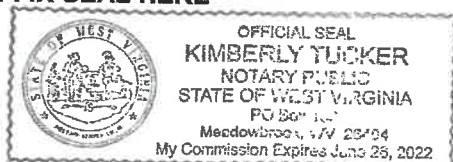
State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 10 day of April, 2022

My Commission expires June 26, 2022

**AFFIX SEAL HERE**



**NOTARY PUBLIC** 

Purchasing Affidavit (Revised 01/19/2018)

Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, L & T Construction Services LLC  
of PO Box 199, Meadowbrook, WV 26404, as Principal, and Nationwide Mutual Insurance Company  
of 1100 Locust St., Dept. 2006 Des Moines, IA 50391-2006, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
Ohio with its principal office in the City of Des Moines, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Forty-Seven Thousand and no/100 (\$ 47,000.00) 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  
Salt Rock Public Access Site Slip Repair

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 16th day of May, 2022.

Principal Seal

L & T Construction Services LLC  
(Name of Principal)

By [Signature]  
(Must be President, Vice President, or  
Duly Authorized Agent)

Member  
(Title)

Nationwide Mutual Insurance Company  
(Name of Surety)

[Signature]  
Michael Johnson, 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.**

**Power of Attorney**

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

**Michael Johnson**

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

**Fifty Thousand and no/100 -- Dollars (\$50,000.00)**

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

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company



**ACKNOWLEDGMENT**

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Stephanie Rubino McArthur  
Notary Public, State of New York  
No. 02MC6270117  
Qualified in New York County  
Commission Expires October 19, 2024

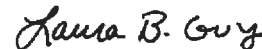


Notary Public  
My Commission Expires  
October 19, 2024

**CERTIFICATE**

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 16th day of May, 2022.



Assistant Secretary