

Header 1

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

|                                                     |                                                                                            |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------|
| <b>Procurement Folder:</b><br>1116616               | <b>SO Doc Code:</b><br>ARFQ                                                                |
| <b>Procurement Type:</b><br>Agency Purchase Order   | <b>SO Dept:</b><br>0310                                                                    |
| <b>Vendor ID:</b><br>VC0000022054                   | <b>SO Doc ID:</b><br>DNR2300000008                                                         |
| <b>Legal Name:</b><br>BENCHMARK CONSTRUCTION CO INC | <b>Published Date:</b><br>10/27/22                                                         |
| <b>Alias/DBA:</b>                                   | <b>Close Date:</b><br>11/10/22                                                             |
| <b>Total Bid:</b><br>\$156,000.00                   | <b>Close Time:</b><br>13:30                                                                |
| <b>Response Date:</b><br>11/10/2022                 | <b>Status:</b><br>Closed                                                                   |
| <b>Response Time:</b><br>9:15                       | <b>Solicitation Description:</b><br>Addendum No. 01 - McClintic WMA<br>Pond 23 Dam Repairs |
| <b>Responded By User ID:</b><br>bmconst1018         | <b>Total of Header Attachments:</b><br>1                                                   |
| <b>First Name:</b><br>Patricia                      | <b>Total of All Attachments:</b><br>1                                                      |
| <b>Last Name:</b><br>Spradling                      |                                                                                            |
| <b>Email:</b><br>dsprad@suddenlink.net              |                                                                                            |
| <b>Phone:</b><br>3045629099                         |                                                                                            |



State of West Virginia  
Agency Request for Quote  
Construction

Proc Folder: 1116616

Doc Description: Addendum No. 01 - McClintic WMA Pond 23 Dam Repairs

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 |
|-------------|---------------------|-------------------------|---------|
| 2022-10-27  | 2022-11-10 13:30    | ARFQ 0310 DNR2300000008 | 2       |

**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: VC0000022054

Vendor Name: Benchmark Construction Company, Inc.

Address: P.O. Box 1018

Street:

City: Hurricane

State: West Virginia

Country: USA

Zip: 25526

Principal Contact: Tim Spradling, VP

Vendor Contact Phone: (304) 881-1735

Extension:

**FOR INFORMATION CONTACT THE BUYER**

James H Adkins

(304) 558-3397

jamie.h.adkins@wv.gov

Vendor  
Signature X

FEIN# 55-061-5192

DATE 11-10-2022

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

**ADDITIONAL INFORMATION**

The West Virginia Division of Natural Resources is soliciting bids to establish a contract for dam repairs at the McClintic Wildlife Management Area, Pond 23, located in Point Pleasant, WV.

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

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|-----|------------|------------|-------------|
| 1    | Dam Repairs  |     |            |            |             |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 70171702  |              |               |         |

**Extended Description:**

Dam Repairs —

**SCHEDULE OF EVENTS**

| <u>Line</u> | <u>Event</u>                             | <u>Event Date</u> |
|-------------|------------------------------------------|-------------------|
| 1           | Mandatory Prebid at 11:00 a.m.           | 2022-10-20        |
| 2           | Technical Question Deadline at 9:00 a.m. | 2022-10-25        |

|               | Document Phase | Document Description                                   | Page<br>3 |
|---------------|----------------|--------------------------------------------------------|-----------|
| DNR2300000008 | Final          | Addendum No. 01 - McClintic WMA<br>Pond 23 Dam Repairs |           |

### ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR23\*08

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="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.

Benchmark Construction Company, Inc.  
Company

  
Authorized Signature

November 10, 2022  
Date

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



- k. "Will", "Shall" and "Must" identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of month available in all renewal years combined. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

☐ **Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Property and Procurement Office and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 90 days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

☒ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event, will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.



**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open-End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Property and Procurement Office and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Chief Procurement Officer may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Chief Procurement Officer, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value. The performance bond must be received by the Property and Procurement Office prior to Contract award.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Property and Procurement Office prior to Contract award.



☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Property and Procurement Office prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

1,000,000

☒ **Automobile Liability Insurance** in at least an amount of: 500,000

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third-Party Fidelity Insurance** in an amount of:



☐ **Cyber Liability Insurance in an amount of:** \_\_\_\_\_

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☒ **Other** As required by State Supplementary Conditions to AIA A201-2017

Notwithstanding anything contained in this section to the contrary, the Chief Procurement Officer reserves the right to waive the requirement that the Agency be named as an additional insured on one or more of the Vendor's insurance policies if the Chief Procurement Officer finds that doing so is in the best interest of the Agency.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10 LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☒ \$300 per day for each calendar day past contract period.

☐ Liquidated Damages Contained in the Specifications

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods or through the state designated credit cards.)

**15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**16. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the



## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

Contractor's Name: Benchmark Construction Company, Inc.  
Contractor's License No.: WV- 000108

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

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

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

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

**3. DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be



## 7. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to \_\_\_\_\_, Vendors are required to pay applicable Davis-Bacon wage rates.

☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

**8. SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

### Subcontractor List Submission (Construction Contracts Only)

**Bidder's Name:**

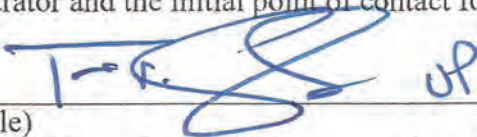
Benchmark Construction Company, Inc.

☒[illegible]

Attach additional pages if necessary.



**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.

  
(Name, Title)

Tim Spradling, Vice President  
(Printed Name and Title)

P.O. Box 1018 Hurricane, WV 25526  
(Address)

(304) 881-1735  
(Phone Number) / (Fax Number)

Tim@BMCWV.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.

Benchmark Construction Company, Inc.  
(Company)

  
(Authorized Signature) (Representative Name, Title)

Tim Spradling, Vice President  
(Printed Name and Title of Authorized Representative)

November 10, 2022  
(Date)

(304) 881-1735  
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
McClintic WMA Pond 23  
Embankment and Spillway Repair

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**14. MISCELLANEOUS:**

**14.1. 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: Tim Spradling

Telephone Number: (304) 881-1735

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

Email Address: Tim@BMCWV.com

**14.2. Owner's Representative:** Owner's representative for notice purposes is

Name: Roger C. Wolfe

Telephone Number: 304 550 8137

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

Email Address: roger.c.wolfe@wv.gov

**15. Initial Decision Maker:** Civil Tech Engineering, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.



EXHIBIT A – PRICING PAGE  
McClintic Wildlife Management Area  
Pond 23 Embankment and Spillway Repair

Name of Vendor:

Benchmark Construction Company, Inc.

Address of Vendor:

P.O. Box 1018  
Hurricane, WV 25526

Phone Number of  
Vendor:

(304) 881-1735

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.

**“A” Base Bid**

The Base Bid shall consist of repair and construction of the emergency 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.

\$156,000.<sup>00</sup>

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

One Hundred Fifty-Six thousand dollars <sup>00</sup>/<sub>100</sub>

**Total Base Bid =** \$156,000.<sup>00</sup>

**BID SHEET**  
**POND 23 IMPROVEMENTS**  
 Prepared By: Civil Tech Engineering, Inc.  
 April 20, 2022

| ITEM | DESCRIPTION                                      | BID      |      |                         |                         |
|------|--------------------------------------------------|----------|------|-------------------------|-------------------------|
|      |                                                  | QUANTITY | UNIT | COST/UNIT               | EXTENDED PRICE (\$)     |
| 1.0  | SURVEYING (Max. 5% of Contract)                  | 1.0      | LS   | \$7,800. <sup>00</sup>  | \$7,800. <sup>00</sup>  |
| 2.0  | QUALITY CONTROL TESTING<br>(Max. 5% of Contract) | 1.0      | LS   | \$7,800. <sup>00</sup>  | \$7,800. <sup>00</sup>  |
| 3.0  | MOB/DEMOB (Max. 10% of Contract)                 | 1.0      | LS   | \$15,600. <sup>00</sup> | \$15,600. <sup>00</sup> |
| 4.1  | SITE GRADING                                     | 1.0      | LS   | \$90,800. <sup>00</sup> | \$90,800. <sup>00</sup> |
| 6.0  | EROSION AND SEDIMENT CONTROL                     | 1.0      | LS   | \$20,000. <sup>00</sup> | \$20,000. <sup>00</sup> |
| 7.0  | SEEDING, FERTILIZING, & MULCHING                 | 1.0      | LS   | \$14,000. <sup>00</sup> | \$14,000. <sup>00</sup> |

BID PRICE

\$156,000.<sup>00</sup>



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Benchmark Construction Company Inc.  
of PO Box 1018, Hurricane WV 25526, as Principal, and Westfield Insurance Company  
of 1 Park Circle, Westfield Center, OH 25030, a corporation organized and existing under the laws of the State of OH  
with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligor, in the penal sum of Five Percent (\$ 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  
McClintic WMA Pond Dam Repairs- Mason County WV

**NOW THEREFORE,**

(a) If said bid shall be rejected, or  
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform  
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in  
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no  
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligor 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 10th day of November, 2022.

Principal Seal

Benchmark Construction Company Inc.

(Name of Principal)

By [Signature]

(Must be President, Vice President, or  
Duly Authorized Agent)

Vice President

(Title)

Surety Seal

Westfield Insurance Company

(Name of Surety)

[Signature]  
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.



General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 4753262 12

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

NEELY R. ARTHUR, JR., STACEY COLE, J. CRAIG LETT, CRAIG KRENZEL, SUZANNE M. METZ, JOINTLY OR SEVERALLY

of WINFIELD and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of JUNE A.D., 2020.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 03rd day of JUNE A.D., 2020, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Hartford, CT; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of November A.D., 2022.



Frank A. Carrino, Secretary



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: Benchmark Construction Company Inc

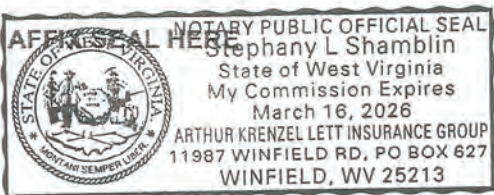
Authorized Signature: [Signature] Date: 11/10/22

State of West Virginia

County of Putnam, to-wit:

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

My Commission expires March 16, 2026



NOTARY PUBLIC

[Signature]  
Purchasing Affidavit (Revised 01/19/2018)





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

**STATE OF WEST VIRGINIA,**

**COUNTY OF** Putnam, **TO-WIT:**

I, Tim Spradling, after being first duly sworn, depose and state as follows:

1. I am an employee of Benchmark Construction Company, Inc.; and,  
 (Company Name)
2. I do hereby attest that Benchmark Construction Company, 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: Tim Spradling

Signature: [Signature]

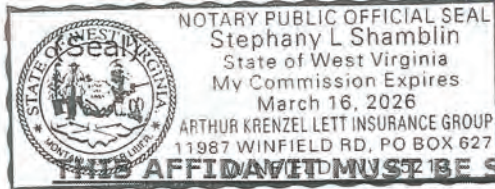
Title: Vice President

Company Name: Benchmark Construction Company, Inc.

Date: 11/10/22

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

By Commission expires March 16, 2026



[Signature]  
 (Notary Public)

**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**





Benchmark Construction Co., Inc.

P. O. Box 1018  
Hurricane, WV 25526  
(304) 881-1735

WV Contractor's License #WV000108

## CORPORATE RESOLUTION FOR BENCHMARK CONSTRUCTION CO., INC.

WHEREAS, the Corporation desires to grant signing and authority to certain persons described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to the following persons: Timothy N. Spradling and P. Dawn Spradling. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he/she is duly elected and qualified Secretary and the custodian of the books and records and seal of Benchmark Construction Co., Inc., a corporation duly formed pursuant to the laws of the State of West Virginia and that the foregoing is a true record of a resolution duly adopted at a meeting of the Officers and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on April 21, 2001, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 21st day of April 2001.



Timothy N. Spradling  
Secretary





# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV000108

CLASSIFICATION:  
GENERAL ENGINEERING

BENCHMARK CONSTRUCTION CO INC  
DBA BENCHMARK CONSTRUCTION CO INC  
PO BOX 1018  
HURRICANE, WV 25526

DATE ISSUED

AUGUST 01, 2022

EXPIRATION DATE

AUGUST 01, 2023

*P. Davis Spodling*

Authorized Signature

*John A. ...*

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