

Solicitation Response(SR) Dept: 0310 ID: ESR0910200000001688 Ver.: 1 Function: New Phase: Final

Modified by batch , 09/10/2020

Header  1

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 773323	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: 000000164510	SO Doc ID: DNR2100000012
Legal Name: WOLF CREEK CONTRACTING CO LLC	Published Date: 9/5/20
Alias/DBA:	Close Date: 9/10/20
Total Bid: \$241,151.00	Close Time: 13:30
Response Date: 09/10/2020	Status: Closed
Response Time: 10:16	Solicitation Description: Addendum No. 01_Hawks Nest SP Boat Ramp Improvements
Responded By User ID: mwyscarver	Total of Header Attachments: 1
First Name: Matt	Total of All Attachments: 1
Last Name: Wyscarver	
Email: mwyscarver@wolfcreekc	
Phone: 740-749-5826	

EXHIBIT A – PRICING PAGE
WV Division of Natural Resources
Hawks Nest State Park Boat Ramp Improvements

Name of Vendor:	Wolf Creek Contracting Company, LLC
Address of Vendor:	403 Watertown Road, Waterford, Oh. 45786
Phone Number of Vendor:	740-749-3459
WV Contractors License No.	WV- 046042

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 bidders, 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 all the work described in the Bidding Documents including the Plans, Project Manual, and any addendums not identified as an additive alternate.

Total Base Bid: Lump sum for all labor, materials, and equipment necessary for a complete project. Written in numbers.	\$241,151.00
Total Base Bid: “A” Lump sum for all labor, materials, and equipment necessary for a complete project. Written in words.	Two Hundred Forty-One Thousand One Hundred Fifty-One and 00/100

QUANTITY SUMMARY
HAWKS NEST LAKE LAUNCH IMPROVEMENTS - REV. 1.0
 Prepared By: Civil Tech Engineering, Inc.
 August 18, 2020

ITEM	DESCRIPTION	BID			
		QUANTITY	UNIT	COST/UNIT	EXTENDED PRICE (\$)
1.0	SURVEYING (Max. 5% of Contract)	1.0	LS	9,515.00	9,515.00
2.0	QUALITY CONTROL TESTING (Max. 5% of Contract)	1.0	LS	9,223.00	9,223.00
3.0	MOB/DEMOB (Max. 10% of Contract)	1.0	LS	18,174.00	18,174.00
4.0	EXCAVATION (INCL. 30 CY EX. BASE STONE)	180.0	CY	707.00	127,260.00
5.0	RANDOM FILL	30.0	CY	182.00	5,460.00
6.0	CLASS 2 BASE STONE	105.0	CY	108.00	11,340.00
7.0	RIP RAP	14.5	CY	253.00	3,668.50
8.0	GROUTED RIP RAP	10.0	CY	581.00	5,810.00
9.0	CONCRETE LAUNCH PAVEMENT	27.9	CY	878.00	24,496.20
10.0	BOAT DOCK	1.0	LS	20,198.00	20,198.00
11.0	SUPER SILT FENCE	200.0	LF	14.00	2,800.00
12.0	SEEDING, FERTILIZING, & MULCHING	0.1	AC	32,063.00	3,206.30

BID PRICE

\$241,151.00

NOTE: QUANTITIES ARE FURNISHED FOR INFORMATION ONLY. CONTRACTOR IS RESPONSIBLE FOR DETERMINING QUANTITIES FOR BIDDING PURPOSES.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wolf Creek Contracting Co., LLC
of 403 Watertown Road, Waterford, OH 45786, as Principal, and Travelers Casualty and Surety Company
of America of 1 Tower Sq., 5PB, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of Five Percent of Bid Amount (\$ 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 DNR210000012: Hawks Nest State Park Boat Ramp Improvements

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 Oblige 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 September, 2020.

Principal Seal



Wolf Creek Contracting Co., LLC
(Name of Principal)
By [Signature]
(Must be President, Vice President, or Duly Authorized Agent)
President
(Title)

Surety Seal

Travelers Casualty and Surety Company of America
(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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Richard L. Higginbotham, Robin Hubbard-Sherrod, Jeffery O'Dell, and Bonnie Perrine of Charleston, West Virginia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 10th day of September, 2020



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.



State of West Virginia
Request For Quotation
Construction

Procurement Folder : 773323

Document Description : Hawks Nest SP Boat Ramp Improvements

Procurement Type : Agency Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2020-08-23	2020-09-10 13:30:00	ARFQ 0310 DNR2100000012	1	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone Wolf Creek Contracting Company, LLC 403 Watertown Road Waterford, Ohio 45786 740-749-3459



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

Signature  FEIN # 26-3715560 DATE 09/10/2020

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



State of West Virginia
Agency Request for Quote
Construction

Proc Folder: 773323			Reason for Modification: Addendum No. 01
Doc Description: Addendum No. 01_Hawks Nest SP Boat Ramp Improvements			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-04	2020-09-10 13:30	ARFQ 0310 DNR2100000012	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:

Vendor Name : Wolf Creek Contracting Company, LLC

Address : 403 Watertown Road

Street : Waterford, Ohio 45786

City : 740-749-3459

State : Country : United States Zip :

Principal Contact : Howard Offenberger Jr., President

Vendor Contact Phone: 740-749-3459 **Extension:**



FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X  **FEIN#** 26-3715560 **DATE** 09/10/2020

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR21*12

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.

Wolf Creek Contracting Company, LLC
Company


Authorized Signature

09/10/2020
Date



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

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: Wolf Creek Contracting Company, LLC

Contractor's License No.: WV-046042

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

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.

Tami Dietz Construction Administrator
(Name, Title)
Tami Dietz Construction Administrator
(Printed Name and Title)
403 Watertown Road, Waterford, Oh, 45786
(Address)
740-749-3459 / 740-422-1244
(Phone Number) / (Fax Number)
tdietz@wolfcreekcontractors.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.

Wolf Creek Contracting Company, LLC
(Company)

Howard President
(Authorized Signature) (Representative Name, Title)

Howard Offenberger Jr., President
(Printed Name and Title of Authorized Representative)

09/10/2020
(Date)

740-749-3459 / 740-422-1244
(Phone Number) (Fax Number)



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: Wolf Creek Contracting Company, LLC

Authorized Signature: [Signature] Date: 09/10/2020

State of Ohio

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 10th day of September, 2020.

My Commission expires October 22nd, 2024.



AFFIX SEAL HERE



Tabitha Zimmer NOTARY PUBLIC

Notary Public, State of Ohio
My Commission Expires
October 22, 2024

[Signature]



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

STATE OF OHIO,

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

I, Howard Offenberger Jr., after being first duly sworn, depose and state as follows:

1. I am an employee of Wolf Creek Contracting Company, LLC; and,
(Company Name)
2. I do hereby attest that Wolf Creek Contracting Company, LLC
(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: Howard Offenberger Jr.

Signature: *Howard Offenberger Jr.*

Title: President

Company Name: Wolf Creek Contracting Company, LLC

Date: 09/10/2020

Taken, subscribed and sworn to before me this 10th day of September, 2020.

By Commission expires October 22nd, 2024

(Seal)

Tabitha Zimmer
(Notary Public)



Tabitha Zimmer
Notary Public, State of Ohio
My Commission Expires
October 22, 2024

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV046042

Classification:
GENERAL BUILDING


WOLF CREEK CONTRACTING CO LLC
DBA WOLF CREEK CONTRACTING
403 WATERTOWN ROAD
WATERFORD, OH 45786

Date Issued

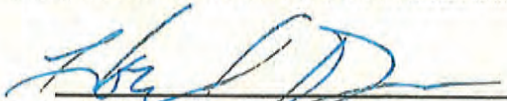
Expiration Date

OCTOBER 21, 2019

OCTOBER 21, 2020



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where 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 cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.