



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

<b>Proc Folder:</b> 817101			<b>Reason for Modification:</b> Addendum  Addendum No. 04 is issued to publish and distribute the attached information to the Vendor Community.
<b>Doc Description:</b> Addendum No.04 - Pipestem SP - Tram Buildings Renovations			
<b>Proc Type:</b> Agency Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-02-17	2021-02-23 13:30	ARFQ 0310 DNR2100000038	5

<b>BID RECEIVING LOCATION</b>
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US

<b>VENDOR</b>
Vendor Customer Code: 709050415 Vendor Name : Wiseman Construction Co. Inc. Address : Street : 1616 6th Avenue City : Charleston State : WV Country : USA Zip : 25387 Principal Contact : John A. Wiseman Vendor Contact Phone: (304) 344-1200 Extension: 01

<b>FOR INFORMATION CONTACT THE BUYER</b> James H Adkins (304) 558-3397 jamie.h.adkins@wv.gov
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Vendor Signature X  FEIN# 55-0602314	DATE February 23, 2021
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**All offers subject to all terms and conditions contained in this solicitation**

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON      WV   25305 US	DIVISION OF NATURAL RESOURCES PIPESTEM STATE PARK 3405 PIPESTEM DR PIPESTEM                      WV   25979-0150 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Pipestem Resort SP Tram Buildings Renovations		**SEE ATTACHED BID FORM**		

Comm Code	Manufacturer	Specification	Model #
72121100			

**Extended Description:**

Structural Repairs and ADA Renovations to Pipestem Tram Buildings and Mt. Creek Lodge Building.

SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	MANDATORY Pre-bid Meeting 10:00 a.m. ET	2021-01-12
2	Technical Questions Due 9:00 a.m. ET	2021-01-25

	Document Phase	Document Description	Page 3
DNR2100000038	Final	Addendum No.04 - Pipestem SP - Tram Buildings Renovations	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: ARFQ DNR21\*38

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 checked="" type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7  |
| <input checked="" type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8  |
| <input checked="" 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.

Wiseman Construction Co. Inc.

Company

  
Authorized Signature

February 23, 2021

Date

NOTE: This addendum acknowledgement 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: Wiseman Construction Co., Inc.

Contractor's License No.: WV- 000836

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.

*James C. Linkinoggor, Vice President*

(Name, Title)

James C. Linkinoggor, Vice President

(Printed Name and Title)

1616 6th Avenue, Charleston, WV 25387

(Address)

(304) 344-1200 / (304) 344-1281

(Phone Number) / (Fax Number)

jlink@wisemancorp.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.

Wiseman Construction Co. Inc.

(Company)

*John A. Wiseman, President*

(Authorized Signature) (Representative Name, Title)

John A. Wiseman, President

(Printed Name and Title of Authorized Representative)

February 23, 2021

(Date)

(304) 344-1200 / (304) 344-1281

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION  
**Pipestem Resort State Park**  
**Upper and Lower Tram Buildings Renovation**

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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:** John A. Wiseman

**Telephone Number:** (304) 344-1200

**Fax Number:** (304) 344-1281

**Email Address:** awiseman@wisemancorp.com

EXHIBIT A – PRICING PAGE  
Pipestem Structural Repairs  
January 13, 2021

Name of Bidder:	Wiseman Construction Co., Inc.
Address of Bidder:	1616 6th Avenue Charleston, WV 25387
Phone Number of Bidder:	(304) 344-1200
WV Contractors License No.	WV000836

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.

**Base Bid**

The Base Bid shall consist of renovations of the existing building to include but are not limited to: replacement of concrete topping slabs and installation of waterproofing membrane, repair or replacement of structural steel members, installation of new lifts, renovation of toilet rooms, and replacement of railings, all at the Visitors Center. The project also includes other incidental construction as needed and described in the construction documents. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

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

\$ 1,758,000.<sup>00</sup>

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

One Million Seven Hundred Fifty-Eight Thousand Dollars



EXHIBIT A – PRICING PAGE  
Pipestem Structural Repairs

**Unit Prices**

The following Unit Price Items are not to be included in the Base Bid but will be used in negotiating Change Orders.

No.	Description	Amount in Words	Amount in Figures
C1	Provide concrete patch, match existing adjacent profile, per SF	One Hundred Fifty-Eight Dollars	158. <sup>00</sup>
M1	Repoint brick having deteriorated or missing mortar, per SF	Fifty-Eight Dollars	58. <sup>00</sup>
S1	Remove sealant or mortar, install backer rod & sealant, per LF	Twenty-Five Dollars	25. <sup>00</sup>
A1	Remove and replace deteriorated decking to match existing, per SF.	Twenty Dollars	20. <sup>00</sup>
E1	½" SCH 40 PVC conduit with (3) #12 wire feeds, per LF	Seven Dollars	7. <sup>00</sup>
E2	¾" SCH 40 PVC conduit with (3) #12 wire feeds, per LF	Seven Dollars	7. <sup>00</sup>
E3	¾" SCH 40 PVC conduit with (2) #10 & #12 wire feeds, per LF	Nine Dollars	9. <sup>00</sup>
E4	¾" SCH 40 PVC conduit with (2) #8 & #10 wire feeds, per LF	Nine Dollars	9. <sup>00</sup>
E5	1" SCH 40 PVC conduit with (2) #6 & #10 wire feeds, per LF	Ten Dollars	10. <sup>00</sup>
E6	1" SCH 40 PVC conduit with (3) #4 & #10 wire feeds, per LF	Fourteen Dollars	14. <sup>00</sup>
E7	1 1/2" SCH 40 PVC conduit with (3) #2 & #8 wire feeds, per LF	Nineteen Dollars	19. <sup>00</sup>
E8	2" SCH 40 PVC conduit with (3) #4/0 & #2 wire feeds, per LF	Thirty-Eight Dollars	38. <sup>00</sup>

EXHIBIT A – PRICING PAGE  
Pipestem Structural Repairs

**Alternates**

The following Alternate Prices are not to be included in the Base Bid and may or may not be chosen individually or together.

Alternate #1: Toilet room renovations at Lower Tram, new ramps and sidewalk at Lower Tram. All drawings in -02 series apply to this alternate.

Total Alternate #1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$ 169,000.<sup>00</sup>

Total Alternate #1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

One Hundred Sixty-Nine Thousand Dollars

Alternate #2: Guest room renovations at Mountain Creek Lodge. All drawings in -03 series apply to this alternate.

Total Alternate #2: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$ 65,000.<sup>00</sup>

Total Alternate #2: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Sixty-Five Thousand Dollars

Alternate #3: Concrete repairs and new section of chain link fence at Recreation Building. All drawings in -04 series apply to this alternate.

Total Alternate #3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$ 16,000.<sup>00</sup>

Total Alternate #3: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Sixteen Thousand Dollars

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wiseman Construction Company, Inc.  
of Charleston, WV, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, OH, 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 Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
WVDNR Parks & Recreation - PEM Section Pipestem SP - Tram Buildings Renovations DNR21\*38 - According to  
Plans and Specifications

**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 4th day of February, 2021.

Principal Seal

Wiseman Construction Company, Inc.  
(Name of Principal)  
By: *John A. Wiseman*  
(Must be President, Vice President, or  
Duly Authorized Agent)  
John A. Wiseman, President  
(Title)

Surety Seal

Ohio Farmers Insurance Company  
(Name of Surety)  
By: *Kimberly J. Wilkinson*  
Kimberly J. Wilkinson, WV Resident Agent Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and  
must attach a power of attorney with its seal affixed.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 08/16/18, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752152 06

General Power of Attorney

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

CERTIFIED COPY

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 GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JOINTLY OR SEVERALLY

of CHARLESTON 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 16th day of AUGUST A.D., 2018.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 16th day of AUGUST A.D., 2018, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; 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

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 4th day of February A.D., 2021.



Frank A Carrino Secretary Frank A. Carrino, Secretary

**West Virginia Ethics Commission**  
**Disclosure of Interested Parties to Contracts**  
(Required by W. Va. Code § 6D-1-2)

**Name of Contracting Business Entity:** Wiseman Const. Co, Inc. **Address:** 1616 6th Avenue  
Charleston, WV 25387

**Name of Authorized Agent:** John A. Wiseman **Address:** 1616 6th Ave, Charleston, WV 25387

**Contract Number:** DNR21\*38 **Contract Description:** Tram Bldgs. Renovations

**Governmental agency awarding contract:** WVDNR- Parks & Recreation - PEM Section

**Check here if this is a Supplemental Disclosure**

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

Signature: 

Date Signed: February 23, 2021

**Notary Verification**

State of West Virginia, County of Kanawha :

I, John A. Wiseman, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 23rd day of February, 2021.

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

  
Notary Public's Signature



OFFICIAL SEAL  
NOTARY PUBLIC  
STATE OF WEST VIRGINIA  
James C. Linkinoggor  
104 Morningside Drive  
Elkview, WV 25071

My Commission Expires October 28, 2024

~~Revised June 8, 2018~~

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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In accordance with *West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

**Instructions:** Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

**Contract Identification:**

Contract Number: DNR21\*38

Contract Purpose: Pipestem Tram Buildings Renovations

Agency Requesting Work: WVDNR- Parks & Recreation PEM Section

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- Information indicating the education and training service to the requirements of *West Virginia Code § 21-1D-5* was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: Wiseman Construction Co., Inc.

Vendor Telephone: (304) 344-1200

Vendor Address: 1616 6th Avenue  
Charleston, WV 25387

Vendor Fax: (304) 344-1281

Vendor E-Mail: awiseman@wisemancorp.com

\*Report to be submitted if low bid and at end of contract



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

I, John A. Wiseman, after being first duly sworn, depose and state as follows:

1. I am an employee of Wiseman Construction Co., Inc.; and,  
(Company Name)
2. I do hereby attest that Wiseman Construction Co., 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: John A. Wiseman

Signature: 

Title: President

Company Name: Wiseman Construction Co., Inc.

Date: February 23, 2021

STATE OF WEST VIRGINIA,

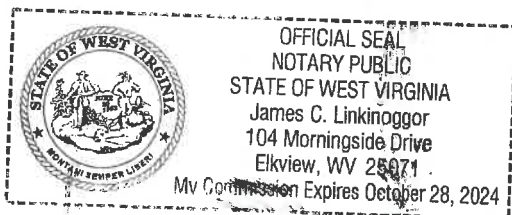
COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 23rd day of February, 2021.

By Commission expires October 28, 2024

(Seal)

  
(Notary Public)



STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Wiseman Construction Co., Inc.

Authorized Signature:  Date: February 23, 2021

State of West Virginia

County of Kanawha to-wit:

Taken, subscribed, and sworn to before me this 23<sup>rd</sup> day of February, 2021.

My Commission expires October 28, 2024

AFFIX SEAL HERE



OFFICIAL SEAL  
NOTARY PUBLIC  
STATE OF WEST VIRGINIA  
James C. Linkinogor  
104 Morningside Drive  
Elkview, WV 25071

My Commission Expires October 28, 2024

NOTARY PUBLIC



*Purchasing Affidavit (Revised 01/19/2018)*



# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:**

WV000836

**Classification:**

GENERAL BUILDING  
GENERAL ENGINEERING  
MULTIFAMILY  
PIPING  
PAINTING  
MASONRY  
CONCRETE

WISEMAN CONSTRUCTION CO INC  
DBA WISEMAN CONSTRUCTION CO INC  
1616 6TH AVE  
CHARLESTON, WV 25387-2424

**Date Issued**

**Expiration Date**

AUGUST 29, 2020

AUGUST 29, 2021

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	<b>CONTACT NAME:</b> Jeff O'Dell <b>PHONE (A/C, No, Ext):</b> 304-357-4520 <b>E-MAIL ADDRESS:</b> jeffodell@friedlandercompany.com	<b>FAX (A/C, No):</b> 304-345-8724
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Wiseman Construction Co., Inc. 1616 8th Avenue Charleston WV 25387	<b>INSURER A :</b> Westfield Insurance Companies	<b>NAIC #</b> 24112
	<b>INSURER B :</b> BrickStreet Insurance	<b>NAIC #</b> 12372
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 645115326

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CMM1886950	10/4/2020	10/4/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CMM1886950	10/4/2020	10/4/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NONE		CMM1886950	10/4/2020	10/4/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCB1029859	10/4/2020	10/4/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Liability Insurance

**CERTIFICATE HOLDER****CANCELLATION**

TO WHOM IT MAY CONCERN

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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