



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header @ 2

List View

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 1222817

Procurement Type: Central Purchase Order

Vendor ID: 000000193013

Legal Name: HARBEL INC

Alias/DBA:

Total Bid: \$3,138,740.00

Response Date: 06/15/2023

Response Time: 13:10

Responded By User ID: Harbel74

First Name: Jennifer

Last Name: Wilson

Email: jwilson@thebeltgroup.com

Phone: 301-729-8303

SO Doc Code: CRFQ

SO Dept: 0403

SO Doc ID: DBS2300000006

Published Date: 6/6/23

Close Date: 6/15/23

Close Time: 13:30

Status: Closed

Solicitation Description: WVSD Blue and Gold Renovation and related construction

Total of Header Attachments: 2

Total of All Attachments: 2



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	WVSDB Blue and Gold Renovation and related construction				3138740.00

Comm Code	Manufacturer	Specification	Model #
72121103			

**Commodity Line Comments:**

**Extended Description:**

WVSDB Blue and Gold Renovation and related construction



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote  
 Construction

<b>Proc Folder:</b> 1222817			<b>Reason for Modification:</b> Addendum #2 issued to include project manual revisions and extend bid due date until 6/15/2023 @ 1:30 PM.
<b>Doc Description:</b> WWSDB Blue and Gold Renovation and related construction			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-06-06	2023-06-15 13:30	CRFQ 0403 DBS2300000006	3

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Harbel, Inc.

**Address :** 11521 Milnor Avenue / P.O. Box 358

**Street :**

**City :** Cumberland

**State :** Maryland **Country :** USA **Zip :** 21501-0358

**Principal Contact :** David J. Madden, President

**Vendor Contact Phone:** 301-729-8303 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

Vendor Signature X  **FEIN#** 52-1005317 **DATE** 6/15/2023

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Schools for the Deaf and the Blind (WVSDb) to establish a contract for the renovation to the Blue and Gold Building and related construction at WVSDb per the attached specifications, terms and conditions, and project manuals.

**INVOICE TO****SHIP TO**

SCHOOL FOR THE DEAF &  
BLIND  
301 EAST MAIN ST

SCHOOL FOR THE DEAF &  
BLIND  
301 EAST MAIN ST

ROMNEY WV  
US

ROMNEY WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WVSDb Blue and Gold Renovation and related construction				

**Comm Code****Manufacturer****Specification****Model #**

72121103

**Extended Description:**

WVSDb Blue and Gold Renovation and related construction

**SCHEDULE OF EVENTS****Line****Event****Event Date**



Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Centralized Request for Quote  
 Construction

<b>Proc Folder:</b> 1222817			<b>Reason for Modification:</b> Addendum #1 issued to publish pre-bid sign in sheet and spec and pricing page modifications.
<b>Doc Description:</b> WWSDB Blue and Gold Renovation and related construction			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2023-06-02	2023-06-07 13:30	CRFQ 0403 DBS2300000006	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Harbel, Inc.

**Address :** 11521 Milnor Avenue / P.O. Box 358

**Street :**

**City :** Cumberland

**State :** Maryland **Country :** USA **Zip :** 21501-0358

**Principal Contact :** David J. Madden, President

**Vendor Contact Phone:** 301-729-8303 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

Vendor Signature X *D. J. Madden* FEIN# 52-1005317 DATE 6/15/2023

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Schools for the Deaf and the Blind (WVSDDB) to establish a contract for the renovation to the Blue and Gold Building and related construction at WVSDDB per the attached specifications, terms and conditions, and project manuals.

**INVOICE TO****SHIP TO**

SCHOOL FOR THE DEAF &  
BLIND  
301 EAST MAIN ST

SCHOOL FOR THE DEAF &  
BLIND  
301 EAST MAIN ST

ROMNEY WV  
US

ROMNEY WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	WVSDDB Blue and Gold Renovation and related construction				

Comm Code	Manufacturer	Specification	Model #
72121103			

**Extended Description:**

WVSDDB Blue and Gold Renovation and related construction

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DBS23\*06**

**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 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.

Harbel, Inc.

Company



David J. Madden, President

Authorized Signature

6/15/2023

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



**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.

(Printed Name and Title) David J. Madden

(Address) 11521 Milnor Avenue/P.O. Box 358, Cumberland, MD 21501-0358

(Phone Number) / (Fax Number) 301-729-8303 / 301-729-0163

(Email address) davem@thebeltgroup.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.*

Harbel, Inc. \_\_\_\_\_

(Company)

*David J. Madden*

(Signature of Authorized Representative)

David J. Madden, President

(Printed Name and Title of Authorized Representative) (Date)

301-729-8303 / 301-729-0163

(Phone Number) (Fax Number)

davem@thebeltgroup.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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.

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*(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 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.

**Harbel, Inc.**

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

**6/15/2023**

\_\_\_\_\_  
Date

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

REQUEST FOR QUOTATION  
Renovation and Related Construction – Blue and Gold

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**GENERAL CONSTRUCTION SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Schools for the Deaf and the Blind (WVSDB) to establish a contract for the renovation to the Blue and Gold Building and related construction at WVSDB. ZMM is serving as the Architect on this project.

The vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction services, even if such incidental work is not explicitly included in the Project Plan.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.

2.1 **"Construction Services"** means the renovation and related items at WVSDB as more fully described in these specifications and the Specifications/Project Manual.

2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.

2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.

3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.

4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must

REQUEST FOR QUOTATION  
**Renovation and Related Construction – Blue and Gold**

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have successfully completed at least two projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

8. **RETAINAGE:** Agency is entitled to withhold 10% from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

REQUEST FOR QUOTATION  
**Renovation and Related Construction – Blue and Gold**

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9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
10. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor can begin work upon receipt of the notice to proceed and shall achieve substantial completion within four hundred and twenty days (420), and final completion within four hundred and fifty days (450).
11. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

ZMM , Inc Architects and Engineers:

Bidders may contact ZMM, Inc Architects and Engineers Attn: receptionist; [reception@zmm.com](mailto:reception@zmm.com) and request information to access the firm's online ShareFile site for the project. Once access is gained, Contractors can download Bidding Documents in the form of PDF files at no charge. Requests for access to documents must be made by email, and those requests received through mail, telephone, fax, or other online communications will not receive a response.

Copies of project plans can be examined at the following locations

**Parkersburg/Marietta Contractor's Association**

2905 Emerson Avenue  
Parkersburg, WV 26104  
(304) 484-6485 FAX: (304) 428-7622

**Contractor's Association of West Virginia**

2114 Kanawha Boulevard East  
Charleston, WV 25311  
(304) 342-1166 FAX: (304) 342-1074

**Pennsylvania Builder's Exchange**

1813 North Franklin Street  
Pittsburg, PA 15233  
(412) 922-4200 FAX: (412) 928-9406

**Construction Employer's Association of North Central West Virginia**

2794 White Hall Boulevard  
White Hall, WV 26554  
(304) 367-1290 FAX: (304) 367-0126

**McGraw-Hill Dodge Reports**

REQUEST FOR QUOTATION  
**Renovation and Related Construction – Blue and Gold**

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Attn: Scan Department  
3315 Central Avenue  
Hot Springs, AR 71913-6138  
(781) 430-2004

**CMD Group**  
30 Technology Parkway South Suite 100  
Norcross, GA 30092  
(770) 417-4000 FAX: (800) 317-0870

**Ohio Valley Construction Employer's Council**  
21 Armory Drive  
Wheeling, WV 26003  
(304) 242-0520 FAX: (304) 242-7261

- 12. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
- 13. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 13.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
  - 13.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
  - 13.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
  - 13.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
  - 13.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION  
Renovation and Related Construction – Blue and Gold

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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:** Jeremy Irons

**Telephone Number:** 301-729-8303

**Fax Number:** 301-729-0163

**Email Address:** jgiron@thebeltgroup.com

West Virginia Schools for the Deaf and the Blind  
WVSDB Renovations to the Blue and Gold Building and Related Construction  
Exhibit A Pricing Sheet

The Bidder, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all location conditions affecting the project, hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all work in accordance with the Bidding Documents within the time set forth as follows:

Base Bid: \$ 3,118,500.00

Unit Prices:

The contract sum shall be subject to the following Unit Prices. These Unit Prices include all materials, shipping, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only. Provide means to provide and install. Replace means to remove existing, and provide and install new item. Reference Section 012200 "Unit Prices"

Unit Price No. 1:

For provision and installation of 8-inch water line as directed by the Architect, if the actual amount provided differs from the specified Allowance,

ADD or DEDUCT: \$ 90.00

Unit Price No. 2:

For provision and installation of 4 -inch storm drain line as directed by Architect, if the actual amount provided differs from the sepcified Allowance,

ADD or DEDUCT: \$ 75.00

Unit Price No. 3:

For provision and installation of 6 -inch storm drain line as directed by Architect, if the actual amount provided differs from the sepcified Allowance,

ADD or DEDUCT: \$ 75.00

Unit Price No. 4:

Lump Sum Allowance for Hazardous Materials Survey and Testing

ADD or DEDUCT: \$ 20,000.00

Total Base Bid	\$ 3,118,500.00
Unit Price 1	\$ 90.00
Unit Price 2	\$ 75.00
Unit Price 3	\$ 75.00
Unit Price 3	\$ 20,000.00
<b>Total</b>	<b><u>\$ 3,138,740.00</u></b>

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Harbel, Inc.  
\_\_\_\_\_ of Cumberland, Maryland, as Principal, and Fidelity and Deposit Company of Maryland  
\_\_\_\_\_ of Cumberland, Maryland, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
Maryland with its principal office in the City of Owings Mills, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Total Bid Amount (\$ 5% of Total Bid Amount) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
CRFQ 0403 DBS2300000006 - West Virginia School for the Deaf and Blind - Blue and Gold Building Renovations

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 7th day of June, 2023.

Principal Seal

Harbel, Inc.  
(Name of Principal)  
By David J. Madden David J. Madden  
(Must be President, Vice President, or  
Duly Authorized Agent)  
President  
(Title)

Surety Seal

[Signature]  
West Virginia Courtersignature

Fidelity and Deposit Company of Maryland  
(Name of Surety)  
Kayla McCullough  
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.**

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

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

**CERTIFICATE**

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7<sup>th</sup> day of June, 2023.



Brian M. Hodges, Vice President

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

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](mailto:www.reportsfclaims@zurichna.com)  
800-626-4577

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

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

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

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



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

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

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

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



*Constance A. Dunn*

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



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

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

1. I am an employee of Harbel, Inc.; and,  
(Company Name)

2. I do hereby attest that Harbel, Inc.  
(Company Name)

maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code** §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: David J. Madden

Signature: *David J. Madden*

Title: President

Company Name: Harbel, Inc.

Date: 6/15/2023

MARYLAND  
STATE OF ~~WEST VIRGINIA~~

COUNTY OF Allegany, TO-WIT:

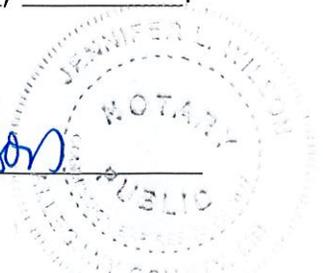
Taken, subscribed and sworn to before me this 15th day of June, 2023.

By Commission expires May 8, 2027

(Seal)



*Jennifer L. Wilson*  
(Notary Public)



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: CRFQ 0403 DBS2300000006

Contract Purpose: WVSDB Blue and Gold Renovations

Agency Requesting Work: West Virginia School for the Deaf and Blind

**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: Harbel, Inc.

Vendor Telephone: 301-729-8303

Vendor Address: 11521 Milnor Avenue

Vendor Fax: 301-729-0163

P.O. Box 358

Vendor E-Mail: davem@thebeltgroup.com

Cumberland, MD 21501-0358



# HARBEL, INCORPORATED

*General Contractors*

P.O. Box 358  
11521 MILNOR AVENUE  
CUMBERLAND, MD 21501-0358

TELEPHONE (301) 729-8303  
FAX (301) 729-0163

June 15, 2023

## **Certified Drug-Free Workplace Report**

- DRS Medical Review Officer (MRO) and LabCorp of America are the certified laboratories that perform the drug tests
- On average, Harbel, Inc. employs 30 employees
- Drug test results for the past year are as follows:
  - Pre-employment            6 tests            0 positive
  - Reasonable Suspicion      0 tests
  - Post-Accident              1 tests
  - Random                      12 tests            0 positive

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: Harbel, Inc.

Authorized Signature: *Earl J. Medda* Date: 6/15/2023

State of Maryland

County of Allegany, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of June, 2023.

My Commission expires 05/08, 2027.

AFFIX SEAL HERE



NOTARY PUBLIC

*Jennifer L. Wilson*



# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: WV000349

**CLASSIFICATION:**

GENERAL BUILDING  
GENERAL ENGINEERING  
MULTIFAMILY  
MASONRY  
ROOFING

HARBEL INC  
DBA HARBEL INC  
PO BOX 358  
CUMBERLAND, MD 21501-0358

DATE ISSUED

EXPIRATION DATE

AUGUST 02, 2022

AUGUST 02, 2023

Authorized Signature

VP/PN/EST. Chair, 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.

West Virginia Schools for the Deaf and the Blind  
WVSDB Renovations to the Blue and Gold Building and Related Construction  
Exhibit A Pricing Sheet

The Bidder, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all location conditions affecting the project, hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all work in accordance with the Bidding Documents within the time set forth as follows:

Base Bid: \$ 3,118,500.00

Unit Prices:

The contract sum shall be subject to the following Unit Prices. These Unit Prices include all materials, shipping, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only. Provide means to provide and install. Replace means to remove existing, and provide and install new item. Reference Section 012200 "Unit Prices"

Unit Price No. 1:

For provision and installation of 8-inch water line as directed by the Architect, if the actual amount provided differs from the specified Allowance,

ADD or DEDUCT: \$ 90.00

Unit Price No. 2:

For provision and installation of 4 -inch storm drain line as directed by Architect, if the actual amount provided differs from the sepcified Allowance,

ADD or DEDUCT: \$ 75.00

Unit Price No. 3:

For provision and installation of 6 -inch storm drain line as directed by Architect, if the actual amount provided differs from the sepcified Allowance,

ADD or DEDUCT: \$ 75.00

Unit Price No. 4:

Lump Sum Allowance for Hazardous Materials Survey and Testing

ADD or DEDUCT: \$ 20,000.00

Total Base Bid	\$ 3,118,500.00
Unit Price 1	\$ 90.00
Unit Price 2	\$ 75.00
Unit Price 3	\$ 75.00
Unit Price 3	\$ 20,000.00
<b>Total</b>	<b><u>\$ 3,138,740.00</u></b>