



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

State of West Virginia
Request for Quotation
09 - Construction

Proc Folder: 158946

Doc Description: Addendum 2 Bathhouse Addition and Renovation MCA

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2015-12-07 | 2015-12-15 13:30:00 | CRFQ 0603 ADJ1600000013 | 3 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

Lombardi Development Co.
649 Virginia Avenue
Follansbee, WV 26037
304-748-5920

12/15/15 13:19:12
WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
(304) 558-2402
crystal.g.rink@wv.gov

Signature X

FEIN # 55-0768209

DATE 12/15/2015

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

ADDITIONAL INFORMATION:

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA NATIONAL GUARD'S CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE TO ESTABLISH A CONTRACT FOR THE ONE TIME PURCHASE OF LABOR, MATERIALS, AND ALL ASSOCIATED COSTS TO COMPLETE A BATHHOUSE ADDITION AND RENOVATION FOR THE MOUNTAINEER CHALLENGE ACADEMY AT CAMP DAWSON, LOCATED NEAR, KINGWOOD (PRESTON COUNTY), WV, PER THE ATTACHED.

PROJECT DOCUMENTS MAY BE OBTAINED AT:
 CHARLESTON BLUEPRINT
 809 QUARRIER STREET
 CHARLESTON, WV 25301
 304-343-7907

CONTRACTOR SHALL PAY ALL COSTS FOR PRINTING, HANDLING, AND MAILING. COSTS ARE NOT REFUNDABLE

| INVOICE TO | | SHIP TO | |
|-----------------------------------------------------------------------------------|---------|-------------------------------------------------------------------------------|---------------|
| DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR | | FACILITY MAINTENANCE MANAGER CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD | |
| CHARLESTON | WV25311 | KINGWOOD | WV 26537-1077 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|---------------------------------------------|-----|------------|------------|-------------|
| 1 | BASE BID: Bathhouse Addition and Renovation | | | | 510,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000 | | | |

Extended Description :

BASE BID: Furnish all the labor, materials, tools, supplies and expendable equipment required to complete a bathhouse addition and renovation at Camp Dawson, in Kingwood (Preston County) WV per the plans and specifications.

| INVOICE TO | | SHIP TO | |
|-----------------------------------------------------------------------------------|---------|-------------------------------------------------------------------------------|---------------|
| DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR | | FACILITY MAINTENANCE MANAGER CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD | |
| CHARLESTON | WV25311 | KINGWOOD | WV 26537-1077 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------------------------------------------|-----|------------|------------|-------------|
| 2 | Contract Item 2: Alternate No. 1- Window Replacement | 1 | | | 24,500.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000 | | | |

Extended Description :

Contract Item 2: Alternate No. 1 Furnish all the labor, materials, tools, supplies and expendable equipment required to replace the windows of existing Building 228, per the plans and specifications at Camp Dawson, in Kingwood (Preston County) WV.

| INVOICE TO | | SHIP TO | |
|-----------------------------------------------------------------------------------|---------|-------------------------------------------------------------------------------|---------------|
| DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR | | FACILITY MAINTENANCE MANAGER CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD | |
| CHARLESTON | WV25311 | KINGWOOD | WV 26537-1077 |
| US | | US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|-------------------------------------------------------|-----|------------|------------|-------------|
| 3 | Contract Item 3:Alternate No. 2-Building 229 Finishes | 1 | | | \$23,000.06 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000 | | | |

Extended Description :

Contract Item 3: Alternate No. 2 Furnish all the labor, materials, tools, supplies and expendable equipment required to provide electrical and interior finish modifications in Building 229, per the plans and specifications at Camp Dawson, in Kingwood (Preston County) WV.

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|--------------------------|-----------------------|
| 1 | MANDATORY PREBID MEETING | 11/19/15 10:00 AM EST |
| 2 | VENDOR QUESTION DEADLINE | 12/01/15 2:04 PM EST |

| | Document Phase | Document Description | Page 4 |
|--------------|-----------------------|--------------------------------------------------|---------------|
| ADJ160000013 | Final | Addendum 2 Bathhouse Addition and Renovation MCA | of 4 |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SECTION I - BASE BID and ALTERNATES BID FORM

Dated: December 15, 2015

Submitted by Bidder: Lombardi Development Co.

West Virginia Contractor's License Number: WV 030137

For: BATHHOUSE ADDITION AND RENOVATION
Camp Dawson - Kingwood, West Virginia

QUALIFICATIONS FOR BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations:

Submitted To:

The State of West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete Addition and Renovation of the Bathhouse Addition and Dorm Renovation, Camp Dawson - Kingwood, West Virginia in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

CONTRACT BID ITEM NO. I (BASE BID):

Five hundred ten thousand dollars
\$ 510,000.00

(The Base Bid includes all work including allowances indicated in Drawings and Specifications, EXCEPT work indicated under Alternate Bid Items described in Section II of the Bid Form.)

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions for Alternates that the Owner may select. ('Provide' means 'furnish and install'. Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

ALTERNATES:

CONTRACT BID ITEM NO. 2 -- (ALTERNATE NO. 1 - WINDOW REPLACEMENT):
ADD the sum of:

Twenty-four thousand five hundred dollars
\$ 24,500.00

CONTRACT BID ITEM NO. 3 -- (ALTERNATE NO. 2 - BUILDING 229 FINISHES):
ADD the sum of:

Twenty-three thousand dollars
\$ 23,000.00

CONTRACT AWARD:

The Contract is intended to provide the agency with a purchase price for the Contracted Items. The Contract shall be awarded to the Vendor that provides the overall lowest cost for Bid Item No. 1 (Base Bid). Bid Item No. 2 - Alternate No. 1; Bid Item #3 - Alternate No. 2 will be awarded if funds are available. Owner will select Alternate Bid Items in the order they are presented in the bid documents, and the Owner reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted for the Project.

TIME OF COMPLETION:

If awarded the contract, I (we) agree to perform the work to completion and ready for operation and use no later than **One Hundred Eighty (180) Calendar Days** from Notice To Proceed. Total liquidated damages are \$1,250.00 for the first day and \$1,150.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one Calendar Day.

ACCEPTANCE PERIOD:

The Bidder certifies that this bid has been arrived at independently, without consultation, communications, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that the Base Bid shall be good and binding and may not be withdrawn for a period of 120 days from the date of the receipt of bids; and further agrees that Alternate Bids shall be good and binding and may not be withdrawn for a period of 90 days from the Date of the Contract.

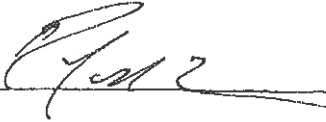
The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

1 - 11/23/15 2 - 12/07/15 _____

SIGNATURE OF BIDDER:

Firm: Lombardi Development Co.

By:



Address: 649 Virginia Avenue

Title:

President

Address: Follansbee, WV 26037

Phone:

304-748-5920

Address: _____

Fax:

304-748-8488

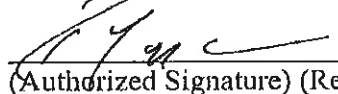
Tax Cert # 55-0768209

END OF SECTION I

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

Lombardi Development Co.
(Company)

 Paul M. Lombardi II, President
(Authorized Signature) (Representative Name, Title)

304-748-5920 304-748-8488 12/15/2015
(Phone Number) (Fax Number) (Date)

Revised 08/01/2015

RECEIVED TIME DEC. 15. 1:13PM

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ1600000013

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.

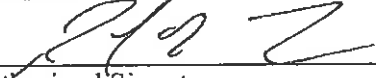
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

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.

Lombardi Development Co.
Company


Authorized Signature

December 15, 2015
Date

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

Agency Division of Engineering & Facilities
REQ.P.O# ADJ160000013

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Lombardi Development Company, Inc.
of Follansbee, WV, as Principal, and International Fidelity Insurance Company
of Newark, NJ, a corporation organized and existing under the laws of the State of
NJ with its principal office in the City of Newark, 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
West Virginia Air National Guard Bathhouse Addition and Renovation

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 10th day of December, 2015.

Principal Seal

Lombardi Development Company, Inc.
(Name of Principal)

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

Paul M. Lombardi II, President
(Title)

Surety Seal

International Fidelity Insurance Company
(Name of Surety)

By: [Signature]
Nicholas A. Sparacane 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.**

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

SUSAN K BOORD, NICHOLAS A. SPARACHANE

Wheeling, WV.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, regulated or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



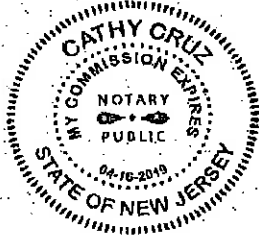
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of December 2015.

MARIA BRANCO, Assistant Secretary

RFQ No. ADJ16 0000013

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

MANDATE: 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 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: Lombardi Development Co.

Authorized Signature: [Signature] Date: December 15, 2015

State of West Virginia

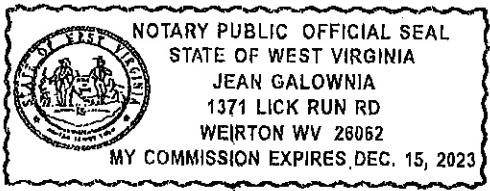
County of Brooke, to-wit:

Taken, subscribed, and sworn to before me this 15 day of December, 20 15.

My Commission expires December 15, 20 23.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)



WV-73
Rev. 08/2013



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

STATE OF WEST VIRGINIA,

COUNTY OF Brooke, TO-WIT:

I, Paul M. Lombardi II, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Lombardi Development Co.; and,
(Company Name)
- 2. I do hereby attest that Lombardi Development Co.
(Company Name)

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

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

By:
 Title: President
 Company Name: Lombardi Development Co.
 Date: December 15, 2015

Taken, subscribed and sworn to before me this 15th day of December, 2015.

By Commission expires December 15, 2023
 NOTARY PUBLIC OFFICIAL SEAL
 STATE OF WEST VIRGINIA
 JEAN GALOWNIA
 1371 LICK RUN RD
 WEIRTON WV 26062
 MY COMMISSION EXPIRES DEC. 15, 2023

(Notary Public)

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

Rev. August 2013