



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 8

[List View](#)

## General Information

[Contact](#)[Default Values](#)[Discount](#)[Document Information](#)[Clarification Request](#)

Procurement Folder: 766503

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0603

Vendor ID: 000000201235



SO Doc ID: ADJ2100000017

Legal Name: MOUNTAINEER CONTRACTORS INC

Published Date: 8/21/20

Alias/DBA:

Close Date: 9/2/20

Total Bid: \$1,207,801.95

Close Time: 13:30

Response Date: 09/02/2020



Status: Closed

Response Time: 8:01

Solicitation Description: Addendum No. 1 Camp Dawson  
Asphalt and Concrete Paving

Responded By User ID: Mountaineer



Total of Header Attachments: 8

First Name: denise

Total of All Attachments: 8

Last Name: good

Email: denise.good@mciwv.con



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 766503  
**Solicitation Description:** Addendum No. 1 Camp Dawson Asphalt and Concrete Paving  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2020-09-02 13:30	SR 0603 ESR09012000000001316	1

**VENDOR**  
 000000201235  
 MOUNTAINEER CONTRACTORS INC

**Solicitation Number:** CRFQ 0603 ADJ2100000017  
**Total Bid:** 1207801.949999999953433871269 **Response Date:** 2020-09-02 **Response Time:** 08:01:45  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

**Vendor Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Camp Dawson Asphalt and Concrete Paving- BASE BID				533772.95

Comm Code	Manufacturer	Specification	Model #
72141100			

**Commodity Line Comments:**

**Extended Description:**

BASE BID (Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Asphalt and Concrete Paving on Camp Dawson, near Kingwood WV per the attached specifications and documentation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Camp Dawson Asphalt and Concrete Paving- ALTERNATE 1				674029.00

Comm Code	Manufacturer	Specification	Model #
72141100			

**Commodity Line Comments:**

**Extended Description:**

ALTERNATE NO.1 MCA ROAD(Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Asphalt and Concrete Paving on Camp Dawson, near Kingwood WV per the attached specifications and documentation.



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: 766503

Doc Description: Camp Dawson Asphalt and Concrete Paving

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-08-10	2020-09-02 13:30:00	CRFQ 0603 ADJ2100000017	1

**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:**

Mountaineer Contractors, Inc.  
 P.O. Box 606, Kingwood, WV 26537  
 304-329-2129

**FOR INFORMATION CONTACT THE BUYER**

Tara Lyle  
 (304) 558-2544  
 tara.l.lyle@wv.gov

Signature X

FEIN # 55-0481221

DATE 09-02-2020

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

**ADDITIONAL INFORMATION:**

The West Virginia Purchasing Division, for the agency, the West Virginia Army National Guard, Construction and Facilities Management Office, is soliciting bids from qualified contractors for Camp Dawson Asphalt and Concrete Paving, located on Camp Dawson, near Kingwood WV, per the attached documentation.

Mandatory pre-bid meeting will be held on 08/17/2020 at 10:30 am at the Camp Dawson Training Site Building 215 - Parking Lot 240 Army Road, Kingwood, WV 26537.

See information attached relating to the mandatory pre-bid meeting. Per Governor Justice's Executive Order, no one will be allowed entry into the building without a mask.

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	Camp Dawson Asphalt and Concrete Paving-BASE BID				

Comm Code	Manufacturer	Specification	Model #
72141100			

**Extended Description :**

BASE BID (Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Asphalt and Concrete Paving on Camp Dawson, near Kingwood WV per the attached specifications and documentation.

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	Camp Dawson Asphalt and Concrete Paving-ALTERNATE 1				

Comm Code	Manufacturer	Specification	Model #
72141100			

**Extended Description :**

ALTERNATE NO.1 MCA ROAD(Per documentation)- Provide and furnish all labor, materials, tools, expendable equipment and all services to complete Asphalt and Concrete Paving on Camp Dawson, near Kingwood WV per the attached specifications and documentation.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory pre-bid meeting at 10:30 am	2020-08-17
2	Technical questions due by 12:00 pm	2020-08-20

ADJ2100000017	<b>Document Phase</b> Draft	<b>Document Description</b> Camp Dawson Asphalt and Concrete Paving	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

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

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mountaineer Contractors Inc  
\_\_\_\_\_ of PO Box 606, Kingwood WV 26537, as Principal, and Great American Insurance  
Company of 301 E Fourth Street, Cincinnati OH 45202, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
Ohio with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of 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  
Camp Dawson Asphalt and Concrete Paving, Preston Co WV

NOW THEREFORE,

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

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the 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 2nd day of September, 2020.

Principal Seal

Mountaineer Contractors Inc  
(Name of Principal)  
By J.C. White  
(Must be President, Vice President, or  
Duly Authorized Agent)  
Vice President  
(Title)

Surety Seal

Great American Insurance Company  
(Name of Surety)  
Denise Deem  
Attorney-in-Fact  
(Denise Deem)

**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.**



**GREAT AMERICAN INSURANCE COMPANY®**

**Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740**

The number of persons authorized by this power of attorney is not more than TWO

No. 0 20880

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DENISE DEEM	BOTH OF	BOTH
LLOYD RANDALL COBER	MORGANTOWN, WEST VIRGINIA	\$50,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12TH day of APRIL, 2019.

Attest

GREAT AMERICAN INSURANCE COMPANY



*Atty L C. B.*

Assistant Secretary

*Mark Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 12TH day of APRIL, 2019, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**Susan A. Kohorst**  
Notary Public, State of Ohio  
My Commission Expires 05-18-2020

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 2nd day of September, 2020



*Atty L C. B.*

Assistant Secretary

# CONTRACTOR LICENSE

Authorized by the  
**West Virginia Contractor Licensing Board**

**Number:** WV001286

**Classification:**  
GENERAL ENGINEERING

MOUNTAINEER CONTRACTORS INC  
DBA MOUNTAINEER CONTRACTORS INC  
PO BOX 606  
KINGWOOD, WV 26537-0606


**Date Issued**

**Expiration Date**

AUGUST 13, 2020

AUGUST 13, 2021

  
Authorized Company Signature  
*Jerry*

  
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.

**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

CERTIFICATE OF LIABILITY INSURANCE

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Svcs MVB CL 48 Donley Street, Suite 703 Morgantown, WV 26501 304 598-5678	<b>CONTACT NAME:</b> Denise A Deem <b>PHONE (A/C No. Ext):</b> 304-381-3426 <b>E-MAIL ADDRESS:</b> denise.deem@usi.com	<b>FAX (A/C No.):</b> 304-381-3430													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : American Guarantee &amp; Liability Ins Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER D : Steadfast Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : American Guarantee & Liability Ins Co.	26247	INSURER C : Zurich American Insurance Company	16535	INSURER D : Steadfast Insurance Company	26387	INSURER E :		INSURER F :
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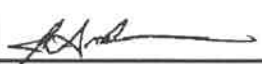
<b>INSURED</b> Mountaineer Contractors Inc PO Box 606 Kingwood, WV 26537
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**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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 INSR	SUBR 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 <input checked="" type="checkbox"/> PD Ded:2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO018679704	11/01/2019	11/01/2020	EACH OCCURRENCE      \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$300,000 MED EXP (Any one person)      \$5,000 PERSONAL & ADV INJURY      \$2,000,000 GENERAL AGGREGATE      \$4,000,000 PRODUCTS - COMP/OP AGG      \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP018680004	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident)      \$2,000,000 BODILY INJURY (Per person)      \$ BODILY INJURY (Per accident)      \$ PROPERTY DAMAGE (Per accident)      \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB      CLAIMS-MADE DED      RETENTION \$			AUC647836106	11/01/2019	11/01/2020	EACH OCCURRENCE      \$25,000,000 AGGREGATE      \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC018680104	11/01/2019	11/01/2020	<input checked="" type="checkbox"/> PER STATE <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
D	Professional/Poll			EOC018682104	11/01/2019	11/01/2020	\$5,000,000 Each Claim \$5,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**FOR BIDDING PURPOSES -- Upon notice of award certificate holder will be additional insured with respects go general liability and automobile liability as required by written contract. Project: Asphalt and Concrete Paving, Camp Dawson, Kingwood WV AAI Project No. 1809095.00**

<b>CERTIFICATE HOLDER</b> West Virginia Army National Guard 1707 Coonskin Drive Charleston, WV 25311	<b>CANCELLATION</b> 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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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: Mountaineer Contractors, Inc.

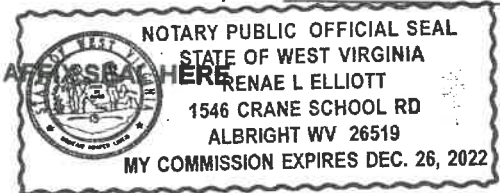
Authorized Signature:  Date: 09-02-2020

State of West Virginia

County of Preston, to-wit:

Taken, subscribed, and sworn to before me this 2 day of September, 2020.

My Commission expires December 26, 2022.



NOTARY PUBLIC 





P.O. Box 606  
Kingwood, WV 26537  
304.329.2129

mciwv.com

## LIST OF SUPPLIERS ASPHALT AND CONCRETE PAVING CAMP DAWSON, KINGWOOD, WV

1. Foster Supply
2. Greer
3. Fairfax
4. CMC
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_



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

**STATE OF WEST VIRGINIA,**

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

I, Jason C. Workman, after being first duly sworn, depose and state as follows:

1. I am an employee of Mountaineer Contractors, Inc.; and,  
(Company Name)
2. I do hereby attest that Mountaineer Contractors, 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: Jason C. Workman

Signature: 

Title: Vice President

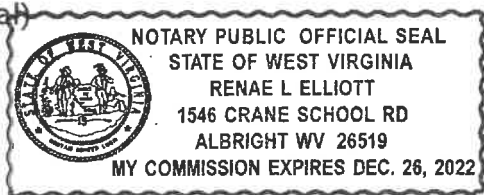
Company Name: Mountaineer Contractors, Inc.


Date: September 2, 2020

Taken, subscribed and sworn to before me this 2 day of September, 2020.

By Commission expires December 26 2022

(Seal)



  
(Notary Public)

**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.

J. C. Workman, Vice President  
(Name, Title)

Jason C. Workman - Vice President  
(Printed Name and Title)

P.O. Box 606, Kingwood, WV 26537  
(Address)

304-329-2129 / 304-329-2206  
(Phone Number) / (Fax Number)

jason.workman@mciwv.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.

Mountaineer Contractors, Inc.  
(Company)

J. C. Workman  
(Authorized Signature) (Representative Name, Title)

Jason C. Workman - Vice President  
(Printed Name and Title of Authorized Representative)

September 2, 2020  
(Date)

304-329-2129 / 304-329-2206  
(Phone Number) (Fax Number)



## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia 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. West Virginia 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 Purchasing Division 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: Mountaineer Contractors, Inc.

Contractor's License No.: WV- WV001286

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 Purchasing Division 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 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.

CRFQ ADJ21\*17 - EXHIBIT A-PROPOSAL FORM

CONTRACTOR Mountaineer Contractors, Inc.  
ADDRESS P.O. Box 606  
Kingwood, WV 26537  
TELEPHONE NO. 304-329-2129  
FAX NO. 304-329-2206  
FEDERAL I.D. NO. 55-0481221  
STATE CONTRACTOR LICENSE NO. WV001286

CONTRACT IDENTIFICATION:

**ASPAHLT AND CONCRETE PAVING, CAMP DAWSON, KINGWOOD, WV**

AAI Project No. 1809095.00

THIS BID IS SUBMITTED TO:

**State of West Virginia  
West Virginia Army National Guard  
Camp Dawson  
Kingwood, WV**

The undersigned BIDDER proposes and agrees, if this Bid is accepted by the Owner, to enter into an agreement with the OWNER to perform and furnish all Work as specified or indicated in the Contract Documents for the Unit Bid Prices and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

1. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within five (5) days after the date of OWNER'S Notice of Award.

BASE BID- ASP ROAD – UNIT PRICES

ITEM 201001-000 – CLEARING AND GRUBBING

1 LS @ 17,360.00 /LS=\$ 17,360.00

ITEM 204001-000 - MOBILIZATION

1 LS @ 6,700.00 /LS = \$ 6,700.00

ITEM 207002-000 – SUBGRADE

1274 CY @ 44.40 /CY = \$ 56,565.60

ITEM 207034-000 – FABRIC FOR SEPARATION

10,489 SY @ 1.40 /SY = \$ 14,684.60

ITEM 307001-000 – AGGREGATE BASE COURSE CLASS I

1364 CY @ 68.00 /CY = \$ 92,752.00

ITEM 401001-020 - MARSHALL ASPHALT BASE CRSE, STONE OR GRAVEL, TYPE I

1893 TN @ 69.25 /TN = \$ 131,090.25

ITEM 401001-023 - MARSHALL ASPHALT BASE CRSE, STONE OR GRAVEL TYPE II

449 TN @ 72.50 /TN = \$ 32,552.50

ITEM 402001-020 - MARSHALL ASPHALT SKID PAVEMENT, STONE OR GRAVEL, TYPE I

334 TN @ 82.00 /TN = \$ 27,388.00

ITEM 604050-016 – 18" HDPE STORM DRAIN PIPE

1920 LF @ 44.00 /LF = \$ 84,480.00

ITEM 605009-001 – TYPE G INLET

19 EA @ 2,680.00 /EA = \$ 50,920.00

ITEM 605009-002 – CONCRETE HEADWALL

5 EA @ 2,150.00 /EA= \$ 10,750.00

ITEM 639001-001 - CONSTRUCTION LAYOUT STAKE

1 LS @ 2,940.00 /LS= \$ 2,940.00

ITEM 642012-001 – EROSION CONTROL

1 LS @ 5,590.00 /LS = \$ 5,590.00

BASE BID ASP ROAD  
TOTAL BID AMOUNT

five hundred thirty three thousand seven  
hundred seventy two dollars and ninety five cents  
(PLEASE SPELL OUT BID IN WORDS)

\$ 533,772.95  
(IN DOLLARS AND CENTS)

ADD ALTERNATE #1- MCA ROAD - LUMP SUM

ITEM 201001-000 - CLEARING AND GRUBBING

1 LS @ 20,710.00 /LS=\$ 20,710.00

ITEM 204001-000 - MOBILIZATION

1 LS @ 4,100.00 /LS = \$ 4,100.00

ITEM 207034-000 - FABRIC FOR SEPARATION

10,754 SY @ 1.40 /SY = \$ 15,055.60

ITEM 307001-000 - AGGREGATE BASE COURSE CLASS I

3,434 CY @ 46.85 /CY = \$ 160,882.90

ITEM 307001-000 - AGGREGATE BASE COURSE CLASS 10

868 CY @ 50.50 /CY = \$ 43,834.00

ITEM 401001-020 - MARSHALL ASPHALT BASE CRSE, STONE OR GRAVEL, TYPE I

707 TN @ 62.80 /TN = \$ 44,399.60

ITEM 401001-023 - MARSHALL ASPHALT BASE CRSE, STONE OR GRAVEL TYPE II

354 TN @ 67.35 /TN = \$ 23,841.90

ITEM 402001-020 - MARSHALL ASPHALT SKID PAVEMENT, STONE OR GRAVEL, TYPE I

177 TN @ 85.00 /TN = \$ 15,045.00

ITEM 501005-008 - 8" NONREINFORCED PORTLAND CEMENT CONC PAVING

1,160 CY @ 288.00 /EA = \$ 334,080.00

ITEM 639001-001 - CONSTRUCTION LAYOUT STAKE

1 LS @ 2,790.00 /LS = \$ 2,790.00

ITEM 642012-001 – EROSION CONTROL

1 LS @ 9,290.00 /LS = \$ 9,290.00

ADD ALTERNATE #1- MCA ROAD  
TOTAL BID AMOUNT

six hundred seventy four thousand  
twenty nine dollars and zero cents  
(PLEASE SPELL OUT BID IN WORDS)

\$ 674,029.00  
(IN DOLLARS AND CENTS)

2. In submitting this Bid, BIDDER represents that:

(a) BIDDER has examined and carefully studied the Bidding documents and the following Addenda receipt of all which is hereby acknowledged: (List Addenda by Addendum Number and Date)

Addendum #1 - 2020-08-21

(b) BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

(c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

(d) BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

(e) BIDDER is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

(f) BIDDER has correlated the information known to BIDDER, information and observa-

tions obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

(g) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, or organization or corporation ; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false Bid or claim; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

3. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the amount of a minimum of five percent (5%) of the amount of Bid.
- (b) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
- (c) Statement of insurance compliance.

4. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.



Submitted on September 2, 2020

Firm Name: Mountaineer Contractors, Inc.

Address: P.O. Box 606

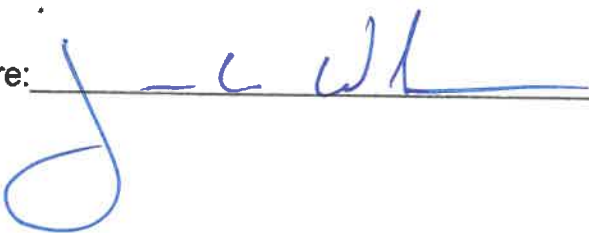
City/State/Zip: Kingwood, WV 26537

Phone No. 304-329-2129

Fax No. 304-329-2206

Email Address: jason.workman@mciwv.com

By: Jason C. Workman

Signature: 

**END OF PROPOSAL FORM**