



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***. 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*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

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

Procurement Folder: 991803

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: Nitro Mechanical Services

Alias/DBA:

Total Bid: \$38,701.99

Response Date:

Response Time:

Responded By User ID:

First Name:

Last Name:

Email:

Phone:

SO Doc Code: CRFQ

SO Dept: 0802

SO Doc ID: DMV2200000007

Published Date: 2/26/22

Close Date: 3/2/22

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 1

Total of All Attachments: 1



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:** 991803  
**Solicitation Description:** Addendum #1 HVAC Maintenance - DMV Summersville  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-03-02 13:30	SR 0802 ESR03022200000005255	1

**VENDOR**  
000000114774  
Nitro Mechanical Services

**Solicitation Number:** CRFQ 0802 DMV2200000007  
**Total Bid:** 38701.98999999999796273186802 **Response Date:** 2022-03-02 **Response Time:** 09:15:07  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Jessica L Hovanec  
304-558-2314  
jessica.l.hovanec@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	Preventive Maintenance Monthly Charge				7801.99

Comm Code	Manufacturer	Specification	Model #
40100000			

**Commodity Line Comments:** Monthly Charge is \$650.17 x 12 = \$7,801.99

**Extended Description:**

Preventive Maintenance  
Monthly Charge

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Corrective Maintenance Hourly Labor Rate				18400.00

Comm Code	Manufacturer	Specification	Model #
40100000			

**Commodity Line Comments:** Hourly Labor Rate \$92.00 x 200 = \$18,400.00

**Extended Description:**

Corrective Maintenance  
Hourly Labor Rate

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Replacement Parts Cost				12500.00

Comm Code	Manufacturer	Specification	Model #
40100000			

**Commodity Line Comments:** Estimated Parts Cost : \$10,000 x 1.25 = 12,500.00

**Extended Description:**

Replacement Parts Cost



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Nitro Construction Services, Inc.  
of Nitro, WV, as Principal, and Philadelphia Indemnity Insurance Company  
of Bala Cynwyd, PA, a corporation organized and existing under the laws of the State of  
PA, with its principal office in the City of Bala Cynwyd, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligor, 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  
HVAC MAINTENNACE DMV SUMMERSVILLE

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 Obligor 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 March, 2022.

Principal Seal

Nitro Construction Services, Inc.

(Name of Principal)

By: [Signature]

(Must be President, Vice President, or  
Duly Authorized Agent)

President

(Title)

Surety Seal

Philadelphia Indemnity Insurance Company

(Name of Surety)

By: [Signature]

Tammy S. Selbe, Licensed WV Resident Agent Attorney-in-Fact

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

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Douglas P. Taylor, Andrew K. Teeter, Kimberly L. Miles, Tammy S. Selbe and Jessica J. Bentley of USI Insurance Services, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

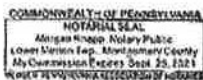
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>th</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2nd day of March, 20 22.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

REQUEST FOR QUOTATION  
CRFQ DMV2200000007 HVAC Maintenance

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**EXHIBIT C - PRICING PAGES**

**Preventive Maintenance:**

Monthly Charge	x	12 months	=	Total Yearly Charge
\$ <u>650.17</u>	x	12	=	\$ <u>7,801.99</u>

**Corrective Maintenance:**

Hourly Labor Rate	x	Estimated Hours	=	Total Labor Cost
\$ <u>92.00</u>	x	200	=	\$ <u>18,400.00</u>

<b><u>Estimated Parts Cost:</u></b>	x	Multiplier	=	Total Parts Cost
\$10,000.00	x	<u>1.25</u>	=	\$ <u>12,500.00</u>

<b>Total Cost *</b>	\$ <u>38,701.99</u>
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\* Total Cost is calculated by adding the Total Yearly Cost, Total Labor Cost, and the Total Parts Cost.



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> 991803			<b>Reason for Modification:</b> Addendum #1 to attach the vendor questions and answers and the pre-bid sign-in sheet.
<b>Doc Description:</b> Addendum #1 HVAC Maintenance - DMV Summersville			
<b>Proc Type:</b> Central Master Agreement			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-02-25	2022-03-02 13:30	CRFQ 0802 DMV2200000007	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 :** Nitro Construction Services, Inc.

**Address :** 4300 First Avenue Nitro, WV 25143

**Street :**

**City :** Nitro

**State :** WV

**Country :** USA

**Zip :** 25143

**Principal Contact :** 304-204-1500

**Vendor Contact Phone:** 304-204-1500

**Extension:** 1536

**FOR INFORMATION CONTACT THE BUYER**

Jessica L Hovanec  
304-558-2314  
jessica.l.hovanec@wv.gov

Vendor  
Signature X

**FEIN#** 20-8844160

**DATE** 3/2/2022

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

**ADDITIONAL INFORMATION**

Addendum #1 to attach the vendor questions and answers and the pre-bid sign-in sheet.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Motor Vehicles to establish a 1-year open-end contract for HVAC Maintenance at the West Virginia Division of Motor Vehicles Summersville Regional Office per the specifications and terms and conditions as attached hereto.

**\*\*MANDATORY PRE-BID MEETING** to be held on February 17, 2022 at 10:30 AM EST at:

Summersville Regional DMV Office

2 Armory Way

Summersville, WV 26651

**INVOICE TO**

DIVISION OF MOTOR  
VEHICLES  
PURCHASING/ACCOUNTS  
PAYABLE

5707 MacCorkle Ave. SE, Ste.  
200

CHARLESTON WV

US

**SHIP TO**

DIVISION OF MOTOR  
VEHICLES  
PARKERSBURG DMV

601 LUBECK AVE

PARKERSBURG WV

US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Preventive Maintenance Monthly Charge	12		650.17	7,801.99

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

40100000

**Extended Description:**

Preventive Maintenance

Monthly Charge

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 5707 MacCorkle Ave. SE, Ste. 200 CHARLESTON WV US		DIVISION OF MOTOR VEHICLES PARKERSBURG DMV 601 LUBECK AVE PARKERSBURG WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Corrective Maintenance Hourly Labor Rate	200		\$92.00	\$18,400.00

Comm Code	Manufacturer	Specification	Model #
40100000			

**Extended Description:**

Corrective Maintenance  
Hourly Labor Rate

INVOICE TO		SHIP TO	
DIVISION OF MOTOR VEHICLES PURCHASING/ACCOUNTS PAYABLE 5707 MacCorkle Ave. SE, Ste. 200 CHARLESTON WV US		DIVISION OF MOTOR VEHICLES PARKERSBURG DMV 601 LUBECK AVE PARKERSBURG WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Replacement Parts Cost	1.25		10,000	\$12,500

Comm Code	Manufacturer	Specification	Model #
40100000			

**Extended Description:**

Replacement Parts Cost

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Pre-Bid Meeting on February 17, 2022 at 10:30 AM EST	2022-02-17
2	Technical Questions due on February 22, 2022 at 10:00 AM EST	2022-02-22

	Document Phase	Document Description	Page
			4
DMV2200000007	Final	Addendum #1 HVAC Maintenance - DMV Summersville	

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DMV2200000007**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

<u>Nitro Construction Services, Inc.</u>
Company
<u></u>
Authorized Signature
<u>3/2/2022</u>
Date

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



# SOLICITATION NUMBER: CRFQ DMV220000007

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as CRFQ DMV220000007 (“Solicitation”) to reflect the change(s) identified and described below.

### Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

### Description of Modification to Solicitation:

**1) To attach the Vendor Questions and Answers**

**2) To attach the Pre-Bid Sign-In Sheet**

**No other changes.**

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

### Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**CRFQ DMV2200000007 Addendum #1**  
**Vendor Questions and Answers**

**Q1)** Will the filters be changed quarterly and the belts annually?

**A1)**

Per Exhibit A – Preventive Maintenance, #7 (Fix any tension problems on the belt to ensure optimal belt drive system performance). Belt replacement to be changed in accordance with manufacturer's recommendations and specifications.

Per Exhibit A – Preventive Maintenance, #10 (Replace HVAC filters per the manufacturers' recommendations).

## SIGN IN SHEET

Page 1 of 2

Request for Proposal No.

PLEASE PRINT

Date: 2/17/202210:30 A.m.

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX  
NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Rigney Digital Systems</u>	<u>1069 East Highland Dr</u>	PHONE <u>304-389-1773</u>
Rep: <u>Caleb Craddock</u>	<u>Hurricane WV 25526</u>	TOLL FREE
Email Address: <u>Trigney@suddenlinkmail.com</u>		FAX
Company: <u>Nitro Construction</u>	<u>4300 1ST AVE</u>	PHONE <u>304-932-6995</u> <u>Same</u>
Rep: <u>Jamie Kuhn / John Painter</u>	<u>Nitro WV 25143</u>	TOLL FREE
Email Address: <u>jkuhn@nitrocs.com</u> <u>jpainter@nitrocs.com</u>		FAX
Company: <u>Powell Inc</u>	<u>870 Stringtown Rd</u>	PHONE <u>304-621-7494</u>
Rep: <u>Kristin Howell</u>	<u>Belington WV 26020</u>	TOLL FREE
Email Address: <u>powellinc@yahoo.com</u>		FAX
Company: <u>A Durer Inc</u>	<u>425 Industrial Ave</u>	PHONE <u>304-581-6767</u>
Rep: <u>Parker Grimes</u>	<u>Morgantown WV 26505</u>	TOLL FREE
Email Address: <u>pgrimes@adiwv.com</u>		FAX
Company: <u>Alpha Mechanical</u>	<u>401 27th Street</u>	PHONE <u>(304)550-5289</u>
Rep: <u>John Jennings</u>	<u>Dunkard, WV 25064</u>	TOLL FREE
Email Address: <u>john.jennings@aaservice.com</u>		FAX

# SIGN IN SHEET

Page 2 of 2

Request for Proposal No.

PLEASE PRINT

Date: 2/17/2022

10:30 A.m.

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX  
NUMBERS

FIRM & REPRESENTATIVE NAME

MAILING ADDRESS

Company: <u>CASTO TECHNICAL</u>	<u>540 LEON SULLIVAN WAY</u>	PHONE <u>304-346-0549</u>
Rep: <u>MAN RIVENBARK</u>	<u>CHARLESTON WV. 25301</u>	TOLL FREE
Email Address: <u>MRIVENBARK@CASTOTECH.COM</u>		FAX <u>304-346-8920</u>
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	
Company: _____	_____	PHONE TOLL FREE
Rep: _____	_____	FAX
Email Address: _____	_____	



MECHANICAL CONTRACTING  
& DESIGN-BUILD SERVICES

PARKER GRIMES  
SERVICE MANAGER

A. DURER, INC.  
425 INDUSTRIAL AVENUE  
SUITE 102  
MORGANTOWN, WV 26505

F 304.581.6767  
F 304.554.3318  
C 304.288-1384  
PGRIMES@ADIWV.COM



**HVAC EXPERTS**  
**COMMERCIAL INSTALLATION • SERVICE & REPAIR**

**Carl Allen**

304-838-8123 cell 304-621-7494 office

Jamie Kuhn  
HVAC Project Manager  
jkuhn@nitrocs.com



Cell | 304.932.6995  
Office | 304.204.1555  
Direct | 304.204.1536  
Fax | 304.204.1350

4300 First Avenue, 2nd Floor | P.O. Box 879  
Nitro, West Virginia 25143-1001

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** Nitro Construction Services, Inc.

☒ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

**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.

Jamie Kuhn, Project Manager

(Name, Title)

Jamie Kuhn, Project Manager

(Printed Name and Title)

4300 First Avenue Nitro, WV 25143

(Address)

304-204-1500 / 304-204-1350

(Phone Number) / (Fax Number)

jkuhn@nitrocs.com

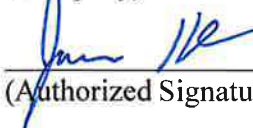
(email address)

**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.

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.

Nitro Construction Services, Inc.

(Company)

 , Project Manager

(Authorized Signature) (Representative Name, Title)

Jamie Kuhn, Project Manager

(Printed Name and Title of Authorized Representative)

3/2/2022

(Date)

304-204-1500 / 304-204-1350

(Phone Number) (Fax Number)



STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Nitro Construction Services, Inc.

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

Date: 3/2/22

State of

West Virginia

County of

Putnam

to-wit:

Taken, subscribed, and sworn to before me this 2 day of March, 2022

My Commission expires

May 5

2024

AFFIX SEAL HERE



OFFICIAL SEAL  
STATE OF WEST VIRGINIA  
NOTARY PUBLIC  
Jennifer L. Kelly  
11 Lynn Ln  
Scott Depot, WV 25560  
My Commission Expires May 5, 2024

NOTARY PUBLIC

Jennifer L. Kelly

Purchasing Affidavit (Revised 01/19/2018)





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

I, Lindy Sullivan, after being first duly sworn, depose and state as follows:

1. I am an employee of Nitro Construction Services, Inc.; and,  
(Company Name)
2. I do hereby attest that Nitro Construction Services, 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: Lindy Sullivan

Signature: 

Title: Safety Training Coordinator

Company Name: Nitro Construction Services, Inc.

Date: 3/2/2022

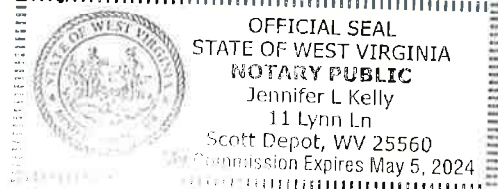
STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

Taken, subscribed and sworn to before me this 2 day of March, 2022.

By Commission expires May 5, 2024

(Seal)



  
(Notary Public)



# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
12/28/2021

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

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center	
	<b>PHONE (A/C, No, Ext):</b> 1-877-945-7378	<b>FAX (A/C, No):</b> 1-888-467-2378
	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> Nitro Construction Services, Inc 4300 1st Avenue Nitro, WV 25143	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Arch Insurance Company	
	<b>INSURER B:</b> XL Specialty Insurance Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>NAIC #</b>	
	11150	
	37885	

**COVERAGES****CERTIFICATE NUMBER:** W23434071**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			ZAGLB9222205	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:						\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>			ZACAT9243305	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			US00077260LI22A	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			ZAWCI9402605	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

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

Evidence of Insurance

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ACORD 25 (2016/03)

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SR ID: 22008684

BATCH: 2351983

# CONTRACTOR LICENSE

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

**Number:** WV042601

**Classification:**

ELECTRICAL  
GENERAL BUILDING  
HEATING, VENTILATING & COOLING  
PIPING  
LOW VOLTAGE SYSTEMS  
SPRINKLER AND FIRE PROTECTION

NITRO CONSTRUCTION SERVICES INC  
DBA NITRO MECHANICAL SERVICES  
4300 1ST AVE #2  
NITRO, WV 25143-1001

**Date Issued**

JUNE 13, 2021

**Expiration Date**

JUNE 13, 2022

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

