



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 @ 8

List View

- General Information
- Contact
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- Clarification Request

Procurement Folder: 994401

Procurement Type: Central Purchase Order

Vendor ID: 000000197521

Legal Name: LANTZ CONSTRUCTION COMPANY

Alias/DBA:

Total Bid: \$128,450.00

Response Date: 03/01/2022

Response Time: 10:50

Responded By User ID: Greg Buckwalter

First Name: Greg

Last Name: Buckwalter

Email: GBuckwalter@buildingsy

Phone: 301-582-0100

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000114

Published Date: 2/18/22

Close Date: 3/1/22

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No_1 - CONCRETE WALLS FOR BERKELEY SALT

Total of Header Attachments: 8

Total of All Attachments: 8

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	REINFORCED CONCRETE WALLS FOR SALT SHED	1.00000	EA	128450.000000	128450.00

Comm Code	Manufacturer	Specification	Model #
72152710			

Commodity Line Comments:

Extended Description:

SEE SPECIFICATIONS FOR DETAILS

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000114

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.

LANTZ CONSTRUCTION COMPANY DBA BUILDING SYSTEMS

Company



Authorized Signature

3/1/2022

Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Lantz Construction Company dba Building Systems of Hagerstown, MD, as Principal, and Fidelity and Deposit Company of Maryland of Schaumburg, IL, a corporation organized and existing under the laws of the State of IL with its principal office in the City of Schaumburg, 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 Concrete Walls For Berkeley County Salt Shed CRFQ0803 DOT2200000114

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 1st day of March, 2022.

Principal Seal

Lantz Construction Company dba Building Systems
(Name of Principal)

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

Executive Vice President
(Title)

Surety Seal



Fidelity and Deposit Company of Maryland
(Name of Surety)

By: Laurie Daugherty
Attorney-in-Fact

Surety Phone No. 847-605-6000

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.

Bond Number Bid Bond

Obligee State of West Virginia, Department of Administration, Purchasing Division

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

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

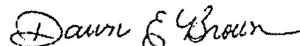
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 19th day of June, A.D. 2019.

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


By: *Robert D. Murray*
Vice President




By: *Dawn E. Brown*
Secretary

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



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

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 1st day of March, 2022.



Brian M. Hodges, Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



STATE OF WEST VIRGINIA – DIVISION OF HIGHWAYS
DISTRICT FIVE – SALT BIN CONSTRUCTION

CLARIFICATIONS AND EXCLUSIONS:

1. Work proposed is based on RFQ, plans and specs
2. Due to current escalation and supply chain issues, this price will only be good and held for 30 days from the date of this proposal
3. Concrete is excluded
4. Price assumes owner supplied concrete delivered at a minimum of 36 CY per hour when pouring
5. Contingency is excluded
6. Liquidated damages are excluded
7. Consequential damages are excluded
8. LEED requirements are excluded
9. Excludes any and all grading, sitework, backfilling, etc.
10. AISC Certification are excluded
11. Union labor or prevailing wage rates are excluded
12. Hazardous material testing, handling, remediation, removal, and/or abatement
13. The removal of unsuitable soils, rock and hazardous materials are not included
14. A Security Guard or site security is excluded
15. Materials testing, Independent testing, Seismic/Vibration testing and special inspections. These shall be contracted directly by the owner
16. Any additional construction costs associated with owner's insurance requirements that are above and beyond the building code or standard construction practices including but not limited to Factory Mutual requirements is excluded
17. Soil remediation and improvements; such as but not limited to soil cement or lime is excluded
18. Additional cost related to inclement weather events such as soil remediation, mud mats, stone concrete additives due to cold weather including hot water mix, and snow/ice removal is excluded
19. Relocation and removal of existing exterior utilities is excluded
20. Security/CCTV system or cabling is excluded
21. Offsite utilities/improvements is excluded
22. Ground grid/loop is excluded
23. Winter conditions are excluded
24. Concrete encasement of site phone and primary conduits is excluded

GENERAL TERMS AND CONDITIONS

1. **General Scope.** This proposal includes only those items of work specifically mentioned in the provided Basis of Design/Specs provided by owner. No other items of work are included. Building Systems agrees to perform all work in a good quality manner, including final cleaning of the affected area unless noted otherwise. No work will commence until all legal permits and approvals from all governing jurisdictions are obtained.
2. **Payment.** The Owner agrees to make monthly progress payments or as stipulated under "Payment Terms" within the time frame allowed. Failure to make payment as specified will result in a monthly finance charge of 1½ % of the unpaid balance plus all collection fees, attorney fees, or any other fees or costs necessary to obtain payment.

In addition, Building Systems, without notice, may suspend all work on the project until payments are made current along with associated finance, collection, and remobilization costs. Reasonable doubt that future payments may be delinquent shall also be justification for work to proceed only if prepayment is received or monies are escrowed to guarantee payment to Building Systems. Before work is started, or at any time thereafter, Building Systems shall have the right to verify that financial arrangements are in place sufficient to fulfill the Owner's contract obligations and that no obstacles to payment shall occur. Building Systems shall promptly pay all subcontractors and material suppliers from payments from the Owner. Building Systems reserves the right to withhold or delay payments to subcontractors and material suppliers for defective quality or workmanship, inability to maintain time schedule, any act of insolvency, delinquent taxes or any other breach of our subcontract or purchase agreements.

3. **Taxes, Permits.** Building Systems shall be responsible for all taxes, licenses or fees necessary to perform its work except as excluded elsewhere. Building permits and any associated design fees are excluded.
4. **Bond.** Performance and payment bonds are included in this proposal.

5. **Insurance.** Building Systems shall provide commercial general liability, property damage, vehicular and workmen's compensation insurance coverage at the present limits. Certificates of insurance are available upon request. Builder's Risk or other special coverages are not included in the Project's cost. Owner shall provide and pay for Builder's Risk Insurance and shall provide its own property damage and liability insurance. Such insurance shall be provided on a completed value basis protecting the respective interests of Owner and Contractor covering loss or damage during the course of construction of all materials, supplies, and equipment delivered to the project site which are to become a permanent part of the Project, while awaiting installation and until completion of construction. Owner shall be responsible and pay all co-insurance penalties, deductibles or self-insured retentions. Owner, on behalf of its insurers, specifically waives any right of subrogation that such insurers may have against Contractor and its subcontractors arising out of this Agreement. Contractor and its subcontractors shall be "Named Insureds" on the Builder's Risk policy and shall be listed as "Building Systems and Subcontractors of all tiers".
6. **Time and Performance.** Building Systems understands that time is of the essence on all projects, and as such has accounted for an aggressive completion schedule as detailed in this proposal. If acceleration is required Owner shall make Building Systems aware and shall establish and agree upon acceleration and costs prior to contract execution. The assessment of damages by the Owner for delays are not allowed if completion date/schedule is not pre-established. Building Systems shall be allowed equitable time extensions and associated delay costs for delays beyond its fault or control.
7. **Changes in Work.** The contract shall be equitably adjusted for changed or additional work or changed conditions to the contract. The value of such changes will be pre-established by executed change orders prior to the work proceeding. Any changes requiring an extension of time will allow for additional fixed costs in the General Conditions to be included in equal proportion to the extension of time. Should concealed or unknown conditions on the site or in an existing structure be at variance with the conditions indicated by the drawings or Owner furnished information, or such conditions differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provide for in this proposal, the contract price and the schedule shall be equitably adjusted by change order upon claim made within a reasonable time after observance of the conditions.
8. **Site Access.** Owner will provide Building Systems with unimpeded access to the site and work areas during Building Systems normal working hours.



9. **Hazardous Materials.** Unless specifically mentioned, this proposal excludes handling or disposal of any hazardous or toxic substances discovered on site, including but not limited to PCB's, lead, silica or asbestos containing materials. The discovery of such materials shall be treated as a changed condition under Paragraph 7. Any testing, removal or remediation cost required shall be the responsibility of the Owner.

EXHIBIT A - Pricing Page

05220249 - SALT SHED REINFORCED CONCRETE WALLS

Item Number	Quantity	Unit of Measure	Description	Unit Price	Total
001	1	EA	CONSTRUCTION OF REINFORCED CONCRETE WALLS FOR THE BERKELEY COUNTY WVDOH SALT SHED LOCATED AT THE BERKELEY COUNTY HQ, 1867 ROCK CLIFF DRIVE, MARTINSBURG, WV 25401 (SEE SPECIFICATIONS FOR MORE DETAILS)	128,450	128,450
				GRAND TOTAL	128,450

VENDOR NAME	LANTZ CONSTRUCTION COMPANY DBA BUILDING SYSTEMS
VENDOR ADDRESS	16619 HUNTERS GREEN PARKWAY, SUITE 100, HAGERSTOWN, MD 21740
PHONE #	301 582 0100
EMAIL	TJOHNSON@BUILDINGSYSTEMSCC.COM
SIGNATURE	



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

Proc Folder: 994401			Reason for Modification:
Doc Description: 05220249 - REINFORCED CONCRETE WALLS FOR BERKELEY SALT SHED			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-01-31	2022-03-01 13:30	CRFQ 0803 DOT2200000114	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000197521

Vendor Name : LANTZ CONSTRUCTION COMPANY DBA BUILDING SYSTEMS

Address : SUITE 100
Street : 16619 HUNTERS GREEN PARKWAY
City : HAGERSTOWN
State : MD **Country :** USA **Zip :** 21740

Principal Contact : TIM JOHNSON

Vendor Contact Phone: 301 582 0100 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor Signature X  **FEIN#** 54-0679259 **DATE** 3/1/2022

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish a contract for the following: Construction of Reinforced Concrete Walls for the Berkeley County WVDOH salt shed located at the Berkeley County HQ, 1867 Rock Cliff Drive, Martinsburg, WV 25401 . The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS	
PO BOX 99 BURLINGTON US	WV	No City US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	REINFORCED CONCRETE WALLS FOR SALT SHED	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72152710			

Extended Description:
SEE SPECIFICATIONS FOR DETAILS

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Prebid 1:00pm Berkeley County HQ	2022-02-16
2	Tech Questions due by 10:00am	2022-02-23

	Document Phase	Document Description	Page
DOT2200000114	Final	05220249 - REINFORCED CONCRETE WALLS FOR BERKELEY SALT SHED	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

Proc Folder: 994401		Reason for Modification:	
Doc Description: Addendum No_1 - CONCRETE WALLS FOR BERKELEY SALT SHED		Addendum No_1 Change Specification Attach Pre-bid Sign-in Sheets	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-02-17	2022-03-01 13:30	CRFQ 0803 DOT2200000114	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000197521
Vendor Name : LANTZ CONSTRUCTION COMPANY DBA BUILDING SYSTEMS
Address : SUITE 100
Street : 16619 HUNTERS GREEN PARKWAY
City : HAGERSTOWN
State : MD **Country :** USA **Zip :** 21740
Principal Contact : TIM JOHNSON
Vendor Contact Phone: 301 582 0100 **Extension:**

FOR INFORMATION CONTACT THE BUYER

John W Estep
 304-558-2566
 john.w.estep@wv.gov

Vendor
 Signature X 

FEIN# 54-0679259

DATE 3/1/2022

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

ADDITIONAL INFORMATION

ADDENDUM NO_1

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Division of Highways to establish a contract for the following: Construction of Reinforced Concrete Walls for the Berkeley County WVDOH salt shed located at the Berkeley County HQ, 1867 Rock Cliff Drive, Martinsburg, WV 25401 . The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	REINFORCED CONCRETE WALLS FOR SALT SHED	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
72152710			

Extended Description:
SEE SPECIFICATIONS FOR DETAILS

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page
DOT2200000114	Final	Addendum No_1 - CONCRETE WALLS FOR BERKELEY SALT SHED	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WVC38298

CLASSIFICATION:
GENERAL BUILDING

LANTZ CONSTRUCTION COMPANY
DBA BUILDING SYSTEMS
539 SOUTH MAIN STREET
BROADWAY, VA 22815-0515

DATE ISSUED

FEBRUARY 09, 2022

EXPIRATION DATE

FEBRUARY 09, 2023

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(j), 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: _____

Authorized Signature:  _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____