

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

09/01/22 13:05:42
WV Purchasing Division

ARTICLE 1—OWNER AND BIDDER

*WV Army National Guard
1707 Coonskin Drive
Charleston, WV 25311*

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:

A. Bid Opening Requirements

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

GENERAL

The Bidder shall take notice of and shall be responsible for any local or state taxes levied and applicable, and the cost for the same shall be included as part of the submitted Bid.

The total Bid cost stated includes a complete operating installation including furnishing and installation of any and all changes or additions in plans, piping, mechanical work, additional electrical work, accessories, controls, etc. necessary to accommodate alternative equipment systems or materials used in construction.

BID PROPOSAL

The Bidder agrees to perform all required Work described in the detailed Specifications and as shown on the Plans for the complete construction and placing in satisfactory operation the Williamstown AASF#1 Taxiway and Apron Repairs. The Project "Sequence of Construction" has been detailed in the Drawings and Specification Division 1, Project Summary, Section 011000. The Bidder agrees to perform all the Work proposed for the total of the following Bid prices.

3.01 *Lump Sum Bids*

A. Bidder will complete the Work in accordance with the Contract Documents for the lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02 and shown in the bid schedule.

B. Lump Sum Bids may be one of the following:

1. Lump Sum Price (Base Bid and Alternates)

3.02 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices as shown in the Bid Schedule.
- B. Bidder acknowledges that:
 - 1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 *Total Bid Price (Lump Sum and Unit Prices)*

BID SCHEDULE

**PROPOSED
WILLIAMSTOWN AASF #1 TAXIWAY AND APRON REPAIRS
FOR THE
WV ARMY NATIONAL GUARD
WOOD COUNTY, WEST VIRGINIA**

NOTE: Bid PRICE amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern. Bids shall include sales tax and all other applicable taxes and fees.

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
1	1	LS	Mobilization	46,000.00	Forty Six Thousand ⁰⁰ / ₁₀₀	46,000.00
2	260	LF	Silt Fence	3.00	Three ⁰⁰ / ₁₀₀	780.00
3	210	CY	Undercut	140.00	One hundred Forty ⁰⁰ / ₁₀₀	29,400.00
4	2,500	LF	Joint Sealing	7.00	Seven ⁰⁰ / ₁₀₀	17,500.00
5	550	LF	4" Underdrain	32.00	Thirty Two ⁰⁰ / ₁₀₀	17,600.00

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
6	550	LF	4" Solid Outlet Pipe	30.00	Thirty	16,500.00
7	25	LF	12" Trench Drain	377.00	Three hundred Seventy Seven	9,425.00
8	3,800	SY	Concrete (Replacement)	170.00	One hundred Seventy	646,000.00
9	270	SY	Asphalt Replacement	185.00	One hundred Eighty Five	49,950.00
10	350	CY	Crushed Aggregate	175.00	One hundred Seventy Five	61,250.00
11	1	LS	Striping	38,000.00	Thirty Eight Thousand	38,000.00

TOTAL BID: nine hundred Thirty Two Thousand Four hundred
(Words)
and Five dollars. (\$ 932,405.00)
(Words) (Figures)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

ADDITIVE ALTERNATE #1 - MAIN RAMP

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
12	800	SY	Concrete Replacement	170.00	one hundred Seventy	136,000.00
13	70	CY	Crushed Aggregate	175.00	One hundred Seventy Five	12,250.00

TOTAL ADDITIVE ALTERNATE #1 BID: One hundred Forty Eight Thousand Two
 (Words)
hundred Fifty dollars. (\$ 148,250.00)
 (Words) (Figures)

ADDITIVE ALTERNATE #2 - Hanger

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
14	310	SY	Concrete Replacement	170.00	One hundred Seventy	52,700.00
15	30	CY	Crushed Aggregate	175.00	One hundred Seventy Five	5,250.00

TOTAL ADDITIVE ALTERNATE #2 BID: Fifty Seven Thousand nine hundred
 (Words)
Fifty dollars (\$ 57,950.00)
 (Words) (Figures)

ADDITIVE ALTERNATE #3 - Taxiway

Item #	Qty.	UNIT	DESCRIPTION	UNIT PRICE	UNIT PRICE WRITTEN IN WORDS	TOTAL PRICE
16	320	SY	Concrete Replacement	170.00	One hundred Seventy	54,400.00
17	30	CY	Crushed Aggregate	175.00	One hundred Seventy Five	5,250.00

TOTAL ADDITIVE ALTERNATE #3 BID: Fifty Nine Thousand Six hundred fifty
 (Words)
dollars. (\$ 59,650.00)
 (Words) (Figures)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

3.04 *Method of Award*

If at the time this contract is to be awarded, the lowest total bid submitted by a qualified, responsive, responsible Bidder does not exceed the amount of funds then estimated by the Owner, as available to finance the contract, the construction contract will be awarded. Awarding of Additive Alternate(s) will not affect the lowest Bidder. If such bids exceed such amount, the Owner may reject all bids.

The Owner will award the contract on the total base bid amount inclusive or exclusive of alternates as determined by the Owner and submitted by a qualified, responsive, responsible Bidder. The Owner may elect to award any or all of the additive alternates in no particular order.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Specifications as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Wolf Creek Contracting Company, LLC

(typed or printed name of organization)

By:



(individual's signature)

Name:

Howard Offenberger Jr.

(typed or printed)

Title:

Director of General Contracting

(typed or printed)

Date:

09/01/2022

(typed or printed)



If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Tabitha Zimmer

(typed or printed)

Title:

Estimating Assistant

(typed or printed)

Date:

09/01/2022

(typed or printed)

Address for giving notices:

403 Watertown Road

Waterford, Oh. 45786

Bidder's Contact:

Name:

Derek Muncy or Ron Patterson

(typed or printed)

Title:

Estimator

(typed or printed)

Phone:

740-749-3459

Email:

estimating@wolfcreekcontractors.com

Address:

403 Watertown Road

Waterford, Oh. 45786

Bidder's Contractor License No.: (if applicable)

WV046042

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wolf Creek Contracting Co., LLC
of 403 Watertown Road, Waterford, OH 45786, as Principal, and Travelers Casualty and Surety Company
of America of 1 Tower Sq., 5PB, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Bid Amount (\$ 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 T80-11014,0603, ADJ2300000007: Williamstown AASF-1 Taxiway and Apron Repairs

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 September, 2022.

Principal Seal



Wolf Creek Contracting Co., LLC

(Name of Principal)

By [Signature]

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

Director of General Contracting
(Title)

Surety Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

[Signature]
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.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Richard L. Higginbotham, Robin Hubbard-Sherrod, Jeffery O'Dell, and Bonnie Perrine of Charleston, West Virginia**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of September, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



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

I, Howard Offenberger Jr., after being first duly sworn, depose and state as follows:

- 1. I am an employee of Wolf Creek Contracting Company, LLC; and,
(Company Name)
- 2. I do hereby attest that Wolf Creek Contracting Company, LLC
(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: Howard Offenberger Jr.
 Signature: *Howard Offenberger Jr.*
 Title: Director of General Contracting
 Company Name: Wolf Creek Contracting Company, LLC
 Date: 09/01/2022

OHIO
 STATE OF ~~WEST VIRGINIA~~,
 COUNTY OF Washington, TO-WIT:

Taken, subscribed and sworn to before me this 1st day of September, 2022.
 By Commission expires 10/22/2024

(Seal)



Tabitha Zimmer
 Notary Public, State of Ohio
 My Commission Expires
 October 22, 2024

Tabitha Zimmer
 (Notary Public)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ230000007

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.



Wolf Creek Contracting Company, LLC

Company

Authorized Signature

09/01/2022

Date

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2300000007

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

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Wolf Creek Contracting Company, LLC
Company

Handwritten Signature
Authorized Signature

09/01/2022
Date

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



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

Proc Folder: 1089036			Reason for Modification:
Doc Description: Williamstown AASF#1 Taxiway & Apron Repairs (Construction)			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-11	2022-09-01 13:30	CRFQ 0603 ADJ2300000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address : Wolf Creek Contracting Company, LLC
Street : 403 Watertown Road
City : Waterford, Ohio 45786
State : Country : United States Zip :

Principal Contact : Derek Muncy or Ron Patterson

Vendor Contact Phone: 740-749-3459 **Extension:**



FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN#** 26-3715560 **DATE** 09/01/2022

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



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

Proc Folder: 1089036			Reason for Modification: Addendum No. 1 to provide pre-bid sign-in in sheets, and provide revised drawings, see attached.
Doc Description: Williamstown AASF#1 Taxiway & Apron Repairs (Construction)			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-19	2022-09-01 13:30	CRFQ 0603 ADJ2300000007	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 :

Address :

Street : Wolf Creek Contracting Company, LLC
City : 403 Watertown Road
State : Waterford, Ohio 45786 **Country :** United States **Zip :**

Principal Contact : Derek Muncy or Ron Patterson

Vendor Contact Phone: 740-749-3459 **Extension:**



FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN# 26-3715560** **DATE 09/01/2022**

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



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

Proc Folder: 1089036			Reason for Modification: Addendum No. 2
Doc Description: Williamstown AASF#1 Taxiway & Apron Repairs (Construction)			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-08-29	2022-09-01 13:30	CRFQ 0603 ADJ2300000007	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :


Street : Wolf Creek Contracting Company, LLC
City : 403 Watertown Road
State : Waterford, Ohio 45786 **Country :** United States **Zip :**

Principal Contact : Derek Muncy or Ron Patterson

Vendor Contact Phone: 740-749-3459 **Extension:**



FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  **FEIN# 26-3715560** **DATE 09/01/2022**

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV046042

Classification:

GENERAL BUILDING

WOLF CREEK CONTRACTING CO LLC
DBA WOLF CREEK CONTRACTING
403 WATERTOWN ROAD
WATERFORD, OH 45786

Date Issued

Expiration Date

OCTOBER 21, 2021

OCTOBER 21, 2022



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**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-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

**1 ACTION BY UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
WOLF CREEK CONTRACTING COMPANY, LLC**

Pursuant to Section 4.7 of Wolf Creek Contracting Company, LLC's Operating Agreement, the undersigned, being the sole member of the Board of Directors of **Wolf Creek Contracting Company, LLC**, an Ohio limited liability company (the "Company"), does hereby consent to and vote for adoption of the following resolutions:

RESOLVED, that subject to the limitations set forth below, and until the earlier of (i) the revocation of the authorizations given hereby, or (ii) termination of the employment of the Authorized Signer (defined below) by the Company, each of Damian L. Lang, Douglas E. Taylor, Mark Allen, Howard Offenberger, Matt Wyscarver, Tami Dietz, and Corey Hancock (the "Authorized Signers"), one in place of the other, and each of them singly, acting alone, is hereby authorized, empowered and directed, for and on behalf of the Company, to negotiate, execute, acknowledge and deliver any and all documents, contracts and agreements necessary or appropriate to secure and perform projects for the Company, including forms of bids, proposals, bid bonds, contracts and agreements for the purchase and acquisition of materials, supplies, services and labor, change orders, and such other documents and undertakings (collectively the "Documents") as may be appropriate to bid upon, secure and perform such projects for the Company;

RESOLVED, that any rights previously granted to Brett Martell to sign on behalf of the Company in any previous Actions by Unanimous Written Consent or other resolutions are hereby revoked and terminated, and that Brett Martell shall not have any right to sign any Documents on behalf of the Company;

RESOLVED, that for an Authorized Signer to sign and execute any Documents for any orders, bids, contracts, proposals, bid bonds, or other agreements in an amount greater than \$1,000,000, the Authorized Signer must first obtain specific approval and written authorization to execute such Documents from Damian L. Lang, Douglas E. Taylor, Mark Allen, or Corey Hancock;

RESOLVED, that any authority previously granted to Howard Offenberger to grant approval and authorization to execute any Documents for any orders, bids, contracts, proposals, bid bonds, or other agreements in an amount greater than \$1,000,000 in any previous Actions by Unanimous Written Consent is hereby revoked and terminated, and that Howard Offenberger shall not have the right to grant approval and authorization to execute any Documents for any orders, bids, contracts, proposals, bid bonds, or other agreements in an amount greater than \$1,000,000.

RESOLVED, that, subject to the preceding limitations, each such Authorized Signer, one in place of the other, and each singly hereby is authorized and directed to

effect such changes, additions, deletions and modifications of such documents as such executing individual may approve, such execution to be conclusive evidence of such approval and of the authorization thereof by this board;

RESOLVED, that, subject to the preceding limitations, any such Authorized Signer be, and each such individual hereby is authorized and directed to negotiate, prepare, execute, deliver, acknowledge and file such additional documents, agreements, certificates, forms, receipts and all other instruments, and to take all such other actions as such individual shall, in his or her sole discretion, approve in order to carry out such transactions and to perform and discharge the Company's obligations thereunder;

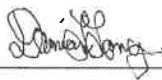
RESOLVED FURTHER, that any and all acts or things heretofore done to effectuate the purposes of these resolutions by any such Authorized Signer are hereby ratified, confirmed and approved in all respects as the act or acts of the Company;

RESOLVED FURTHER, that the foregoing resolutions are in addition to and not in limitation of any other resolutions previously or hereafter delivered in connection with the authorizations conferred hereunder; and

RESOLVED FURTHER, that these resolutions shall take effect on the date set forth below.

IN WITNESS WHEREOF, the undersigned, being the sole member of the Board of Directors of **Wolf Creek Contracting Company, LLC**, an Ohio limited liability company, does hereby consent to and vote for the following actions and resolutions, to be effective as of February 2, 2022.

Dated: February ^{02/07/2022}____, 2022



Damian L. Lang, Director

02/07/2022

(540498)