



MOUNTAINEER INFRASTRUCTURE, LLC  
2376 LANEVILLE ROAD  
DRY FORK, WV 26263

PHONE 304-866-4953  
FAX 304-866-4329

# FAX

**To:** WV Division of Purchasing      **From:** Mountaineer Infrastructure

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**Fax:** 304 558-3970      **Pages:** 12

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**Phone:** 304-558-2596      **Date:** 5-5-16

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**Re:** DNR 1600000026      **CC:**

Urgent     For Review     Please Comment     Please Reply

**SEALED BID ENCLOSED**

RFQ Number: DNR 1600000026  
 Buyer: GUY NISBET  
 Bid Opening Date: May 5, 2016  
 Bid Opening Time: 1:30

05/05/16 11:53:51  
WV Purchasing Division

## Exhibit "A" Pricing Page

CANAAN VALLEY RESORT STATE PARK  
 DEMOLITION OF SLEEPING UNIT BUILDINGS,  
 AND OTHER WORK INDICATED IN THE BIDDING DOCUMENTS

DATE: 5-5-16NAME OF BIDDER: Mountainer Infrastructure

The aforementioned, hereinafter called Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

## BASE BID:

For the sum of: \$ 426,445.<sup>00</sup>(\$ four hundred twenty six thousand four hundred forty five and zero cents )

(Show amount in both words and numbers)

## ADDITIVE ALTERNATE #1

For the sum of: \$ 20,322.00(\$ twenty thousand three hundred twenty two and zero cents )

(Show amount in both words and numbers)

## ADDITIVE ALTERNATE #2

For the sum of: \$ 49,211.<sup>00</sup>(\$ forty nine thousand two hundred eleven and zero cents )

(Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)



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

State of West Virginia  
Request for Quotation  
09 — Construction

Proc Folder: 187545

Doc Description: Addendum No.03 Canaan Valley-Demolition/Lodge Repairs

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-11	2016-05-05 13:30:00	CRFQ 0310 DNR1800000026	4

**BID RECEIVING LOCATION**

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV

25305

US

**VENDOR**

Vendor Name, Address and Telephone Number:

*Mountaineer Infrastructure, LLC*  
*2376 Laneville Rd*  
*Dry Fork, WV 26263*

*304-866-4953*

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet

(304) 558-2596

guy.l.nisbet@wv.gov

Signature X

*MR. Evans*

FEIN # *45-5372829*

DATE *5-5-16*

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

**ADDITIONAL INFORMATION**

Addendum

Addendum No.03 issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division for the Agency, The West Virginia Division of Natural Resources (WVDNR) is soliciting quotes from qualified vendors to establish a one-time construction contract for the demolition of three (3) remaining sleeping room buildings at Canaan Valley Resort State Park, per the bid requirements, specifications, terms and conditions and the Project Manual and drawings as developed by: Alpha Associates.

BUYER		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES CANAAN VALLEY RESORT 134 HEADQUARTERS RD DAVIS WV 26260 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Demolition services Base Bid Amount	1	LS	\$ 426,445. <sup>00</sup>	\$ 426,445. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
72141510			

Extended Description :  
Demolition of existing 1970's era sleeping units and minor mechanical repairs to the new lodge facility.

BUYER		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES CANAAN VALLEY RESORT 134 HEADQUARTERS RD DAVIS WV 26260 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate No.01	1	LS	\$ 20,322. <sup>00</sup>	\$ 20,322. <sup>00</sup>

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :  
Additive Alternate No.01, per Instructions to Bidders Item 1.01 Summary Section B No.02

BUYER		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES CANAAN VALLEY RESORT 134 HEADQUARTERS RD DAVIS WV 26260 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Alternate No.02	1	LS	\$ 49,211.00	\$ 49,211.00

Comm Code	Manufacturer	Specification	Model #
72121100			

Extended Description :  
 Additive Alternate No.02, per Instructions to Bidders Item 1.01 Summary Section B No.03

Agency Purchasing Division  
REQ.P.O# CRFQ 0310 DNR160000026

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Mountaineer Infastructure, LLC  
of Dry Fork, WV, as Principal, and Liberty Mutual Insurance Company  
of Boston, MA, a corporation organized and existing under the laws of the State of  
MA with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblgee, in the penal sum of Ten Percent of Amount Bid (\$ 10% ) 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  
Canaan Valley SP- Sleeping Unit Demolition & Lodge 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 Oblgee 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 4th day of April, 2016.

Principal Seal

Mountaineer Infastructure, LLC  
(Name of Principal)

By: MR. Evans  
(Must be President, Vice President, or  
Duly Authorized Agent)

Pres.  
(Title)

Surety Seal

Liberty Mutual Insurance Company  
(Name of Surety)

By: Kimberly L. Miles  
Kimberly L. Miles, 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.**

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 8296400

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint: Andrew K. Taefel; Christopher A. Michel; Douglas P. Taylor; Janis K. Peacock; Kimberly L. Miles; Kimberly S. Burdette

all of the city of Charleston, state of WV, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of August, 2013.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



STATE OF WASHINGTON ss  
COUNTY OF KING

On this 29th day of August, 2013, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company; and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: KD Riley  
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS** - Section 12 - Power of Attorney Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power of authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII - Execution of Contracts** - SECTION 5 - Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the By-laws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of April, 2016.



By: David M. Carey  
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-617-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Mountaineer Infrastructure

Contractor's License No. WV-051354

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

**2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

**2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

Revised 10/27/2015

RECEIVED TIME MAY. 5. 11:49AM

PRINT TIME MAY. 5. 11:52AM



**CERTIFICATION AND SIGNATURE PAGE**

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.

Maintainer Infrastructure  
(Company)

Matt Evans Matt Evans President  
(Authorized Signature) (Representative Name, Title)

304 866-4953 / 304 866-4329 5-5-16  
(Phone Number) (Fax Number) (Date)

Revised 10/27/2015

WV-73  
Approved / Revised 08/01/15



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

STATE OF WEST VIRGINIA,

COUNTY OF Tucker, TO-WIT:

I, Matt Evans, after being first duly sworn, depose and state as follows:

1. I am an employee of Mountainier Infrastructure; and,  
(Company Name)

2. I do hereby attest that Mountainier Infrastructure  
(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: Matt Evans

Signature: Matt Evans

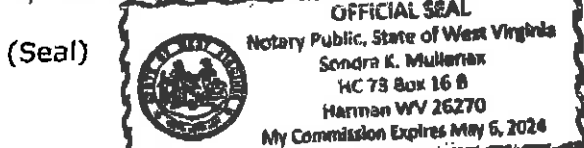
Title: President

Company Name: Mountainier Infrastructure

Date: 4-30-16

Taken, subscribed and sworn to before me this 30th day of April, 2016.

By Commission expires 5-6-2024



Sondra K Mullerax  
(Notary Public)

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

Rev. August 1, 2015

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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

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

Addendum Numbers Received:  
(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Mountaineer Infrastructure  
Company

MR. Evans  
Authorized Signature

5-5-16  
Date

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

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE: Mountaineer Infrastructure, LLC

Vendor's Name: \_\_\_\_\_

Authorized Signature: Mr. Evans Date: 4-29-16

State of WV

County of Tucker, to-wit:

Taken, subscribed, and sworn to before me this 29 day of April, 2016.

My Commission expires May 6, 2024.

AFFIX SEAL HERE

NOTARY PUBLIC Sandra K. Mullerax

Purchasing Affidavit (Revised 08/01/2015)

