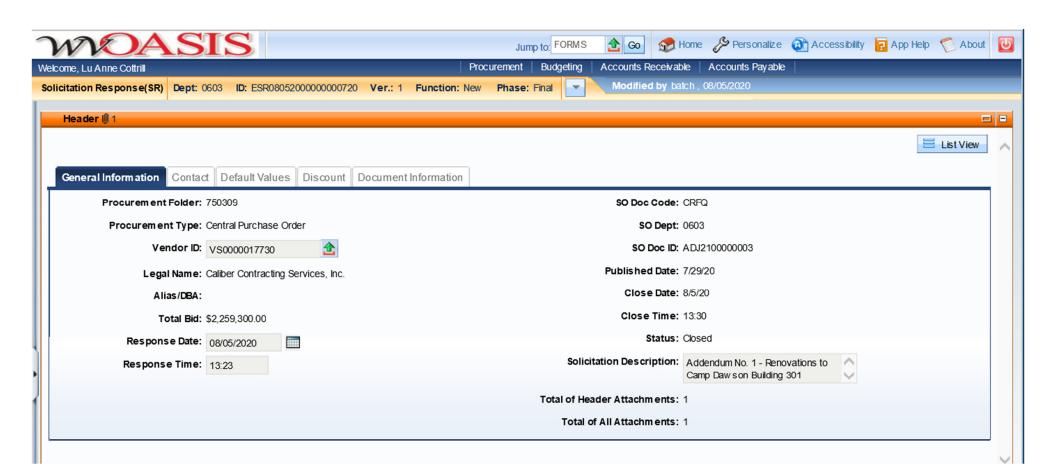
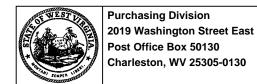


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

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.





## State of West Virginia Solicitation Response

Proc Folder: 750309

Solicitation Description: Addendum No. 1 - Renovations to Camp Dawson Building 301

Proc Type: Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-08-05 13:30:00	SR 0603 ESR08052000000000720	1

VENDOR

VS0000017730

Caliber Contracting Services, Inc.

Solicitation Number: CRFQ 0603 ADJ2100000003

**Total Bid:** \$2,259,300.00 **Response Date:** 2020-08-05 **Response Time:** 13:23:18

**Comments:** 

FOR INFORMATION CONTACT THE BUYER

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

Signature on File FEIN # DATE

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

Page: 1 FORM ID: WV-PRC-SR-001

Line	Comm Ln Desc	Qty	Unit Issue Unit Price	Ln Total Or Contract Amount
1	Renovations to Camp Dawson			\$2,259,300.00
1	Buildina 301			

Comm Code	Manufacturer	Specification	Model #	
72000000				

**Extended Description:** 

Provide and furnish all labor, materials, tools, expendable equipment and all services to renovate Building #301 on Camp Dawson, near Kingwood WV per the attached specifications and documentation.

## CRFQ ADJ21\*3

### BID FORM - Section I

Dated: 8/5/	2020 ert date bid submitted)
SUBMITTED	
Caliber Co	ontracting Services, Inc. (hereinafter called "Bidder")
West Virginia	Contractor's License Number: WV 055641
SUBMITTED	TO:
WEST VIR	GINIA ARMY NATIONAL GUARD (hereinaster called "Owner")
including Instru Clarifications is	ing familiar with local conditions affecting the cost of the Work and the Contract Documents, uctions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or ssued, hereby propose to furnish all material, labor, tools, taxes, transportation and expendable essary for the satisfactory and complete installation of
	Renovations To Camp Dawson Building 301 Kingwood, West Virginia
in every detail a for the stipulate	and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, ad sums as follows:
The Undersigne	ed Bidder Agrees:
1.	To accept the provisions of all sections of the documents listed above.
3.	That the amounts stated in this Form of Proposal represents the entire cost of the work. The completion time stated represents the entire time for performance of the work. The amount bi includes allowances for all fees for permits, regulatory notifications, taxes, and insurance require or applicable to the work. That no claims shall be made for any increases in wage scales of material costs.  To certify that this bid is genuine and not sham or collusive or made in the interest or in behalf of the control of the work.
	any person not herein named, and that the undersigned has not directly or indirectly induced o solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that the undersigned bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
4.	That the bidder shall comply with all City, State, and Federal statutes relating to liability insurance, working hours, minimum wages, safety and sanitary regulation, including requirements set forth governing federal participation under this project, which in any way may affect those engaged or employed on the work in the event that the award of the Contract is made on the bic herein submitted.
BASE BID:	
Bid Item No. 1 -	All work as indicated on Drawings and as specified except that portion designated as Alternate -
	two million two hundred fifty nine thousand three hundred
	(\$_2,259,300).

Submitted by	Caliber Contracting Services, Inc.		
·	(Firm Name)		
ALTERNATES:			
The stated Base Bid is subject to the following additions or d ('Provide' means 'furnish and install.' Include in bids below associated with the Work of each Alternate.) Reference Secti	all related coordination and modification requirements		
Alternate Bid No. 1 - Bid Item No. 2 - To provide that portion indicated on Drawings and as specified. If Alternate Bid No.	on of the work designated as Alternate No. 1 as 1 is accepted,		
ADD to Base Bid the sum of:two forty one thousar	nd seven hundred		
	(\$ <u>241,700</u> ).		
Alternate Bid No. 2 – Bid Item No. 3 - To provide that portion indicated on Drawings and as specified. If Alternate Bid No.	n of the work designated as Alternate No. 2 as 2 is accepted,		
ADD to Base Bid the sum of: one hundred eighty s	seven thousand one hundred		
	(\$187,100 ).		
Unit Prices:			
The contract sum shall be subject to the following Unit Prices for quantities which may be increased or decreased from the stated allowances. These Unit Prices include all materials, shipping, installation, tax, and contractor markup. Unit Prices may be stipulated in figures only. Provide means to provide and install. Replace means to remove existing, and to provide and install new item.			
Unit Price No. 1			
For Removal, Disposal, and Replacement of cementitious woo if the actual amount differs from the stated allowance.	od fiber roof decking where authorized by Architect,		
*	ADD or DEDUCT \$/SF		
Accompanying this proposal is a bid bond in the amount of	5% of base bid		
nineteen	( <b>\$</b> 19		
payable to the Owner, which it is agreed shall be retained as lie fails to execute a contract in conformance with the Form of Copenal sum equal to at least the full contract sum with ten (10) of undersigned.	quidated damages by the Owner if the undersigned ontract, and to furnish a Surety Company Bond in a		
The Bidder certifies that this bid has been arrived at independe agreement as to any matter relating to this bid with any other b the Owner reserves the right to reject any or all bids, and to wa that this bid shall be good and may not be withdrawn for a period.	idder or with any competitor. The Bidder agrees that ive any formalities in the bidding. The Bidder agrees		
The Bidder acknowledges receipt of the following Addenda: (1	Please list by number and date.)		
1 dated 7/29/2020			

Submitted by: Caliber Contracting Services, Inc.

(Firm Name)

Title:\_\_\_\_

SIGNA	TURE	OF RI	DDER:
DIGITAL	LIUIL	OL DI	DULK.

Firm: Caliber Contracting Services, Inc.

By:\_

Address: 104 East Swissvale Avenue

Kevin McNulty, President

Address: Pittsburgh, PA 15218

Phone: 412-205-8283

Address:\_\_\_\_

Fax: 412-205-8078

Tax Cert. #:\_ 47-1754907

**END OF BID FORM** 

## **BID FORM SECTION II CAMP DAWSON BUILDING 301**

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
BASE	BID				
1		1	LS	2,259,300	2,259,300
ALTER	NATE NO. 1				
2		1	LS	241,700	241,700
			7		
ALTER	NATE NO. 2				
	Additional Construction Identified as Alternate No. 2	1	_LS_	187,100	187,100
Roof De	ck Replacement				
4	Roof Deck Replacement in Addition to Allowance of 1200 sq.ft.	Per	Sq.Ft.	19	19
			-		
© Representation of the Control of t					
	-		_		
				, -	
				-	
				-	
				BID TOTAL_	2,259,300

### SECTION III - DESCRIPTION OF BID ITEMS

Bid Item 1:

**Base Bid** 

Unit:

Lump Sum (LS)

Description:

This work shall consist of all work as indicated on the Drawings and as specified except for that portion designated as Alternate(s). This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.

Payment:

Payment shall be made at the contract unit price per lump sum.

Bid Item 2:

Alternate No. 1

Unit:

Lump Sum (LS)

Description:

This item shall consist of all work as indicated on the Drawings and as specified designated as Alternate No. 1. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

There will be no direct measurement of materials, labor, and services provided by the

contractor in completing this item.

Payment:

Payment shall be made at the contract unit price per lump sum.

Bid Item 3:

Alternate No. 2

Unit:

Lump Sum (LS)

Description:

This item shall consist of all work as indicated on the Drawings and as specified designated as Alternate No. 2. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement:

There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.

Payment:

Payment shall be made at the contract unit price per lump sum.

Bid Item 4: Roof Deck Replacement

Unit: Per Square Foot

Description: Removal and replacement of cementitious wood roof deck as directed by Architect. This

includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control

required to complete the work.

Measurement: Measurement as per survey of roof deck replaced.

Payment: Payment shall be made at the contract unit price.

**END OF SECTION** 

### 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 exceed 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

WITNESS THE POLLOWING SIGNATURE:	
Vendor's Name: Caliber Contracting Services, Inc.	
Authorized Signature:	Date: _ 8/5/2020
State of Pennsylvania	
County of Alleghery, to-wit:	
Taken, subscribed, and sworn to before me this 5 day of	, 20 <u>70</u> .
My Commission expires 4/4/23 ,20	
AFFIX SEAL HERE NOTARY PUBLIC _	Carter Mauran M. T.

Commonwealth of Pennsylvania - Notary Seal CAITLIN MAUREEN McNULTY, Notary Public Allegheny County My Commission Expires April 6, 2023 Commission Number 1289769

Purchasing Affidavit (Revised 01/19/2018)

### West Virginia Ethics Commission



## **Disclosure of Interested Parties to Contracts**

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

 A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;

(2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and

(3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: <a href="mailto:ethics@wv.qov">ethics@wv.qov</a>; website: <a href="mailto:www.ethics.wv.qov">www.ethics.wv.qov</a>.

# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Caliber Contracting Services, Inc. Address: 104 East Swissvale Avenue
Pittsburgh, PA 15218
Name of Authorized Agent: Kevin McNulty Address: 1026 Mifflin Ave. Pittsburgh, PA
Contract Number: ADJ12100000003 Contract Description: Building 301 Renovation
Governmental agency awarding contract: State of West Virginia Purchasing Division
☐ Check here if this is a Supplemental Disclosure
List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):
<ol> <li>Subcontractors or other entities performing work or service under the Contract</li> <li>□ Check here if none, otherwise list entity/individual names below.</li> </ol>
*Commitments will be made upon notice of intent to award.
<ol> <li>Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)         ☐ Check here if none, otherwise list entity/individual names below.</li> <li>Kevin McNulty, Owner/President</li> </ol>
3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)
☐ Check here if none, otherwise list entity/individual names below.
Signature: Date Signed:
State of Pennsylvania , County of Aleguery :  I, Kounty of Aleguery .  I, ke authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.
Taken, sworn to and subscribed before me this 5 day of August 2020
Notary Public's Signature  To be completed by State Agency:  Date Received by State Agency:  Date submitted to Ethics Commission:  Governmental agency submitting Disclosure:  Notary Public's Signature  COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL.  NOTARIAL SEAL.  Placette McNuity, Notary Public  Bord, Allegheny County  M. Commission:  M. Commission



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

STATE OF WEST VIRGINIA,				
COUNTY OF Preston	, TO-WIT:			
I, Kevin McNulty	_, after being fin	st duly sworn, depose and state as follows:		
1. I am an employee of	(	Company Name)		
2. I do hereby attest that	Caliber Contracti	ng Services, Inc. Company Name)		
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with <b>West Virginia Code</b> §21-1D.				
The above statements are sworn to under the penalty of perjury.				
	Printed Name:	Kevin McNulty		
	Signature: _	My		
	Title:	President		
	Company Nam	e: Caliber Contracting Services, Inc.		
	Date:	8/5/2020		
Taken, subscribed and sworn to before me this $95$ day of $August$ , $2020$ .  By Commission expires $9/20/2020$				
(Seal)  COMMONWEALTH OF PENNSYLV  NOTARIAL SEAL	ANIA	Mullell Myllty (Notary Public)		

NOTARIAL SEAL
Michelle McNulty, Notary Public
Whitehall Boro, Allegheny County
My Commission Expires Sept. 20, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Rev. July 7, 2017

### State of West Virginia Purchasing Division

## **CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET**

In accordance with **West Virginia Code** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

<u>Instructions:</u> Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract (denti	fication:				
Contract Number	Number: ADJ12100000003				
Contract Purpos	ntract Purpose: Building 301 Renovation				
Agency Reques	ting Work: State of West Virginia Purchas	ing Division			
should check ea		each of the items listed below. The vendor nation has been included in the attached report.			
21-1D-5	was provided;	to the requirements of west virginia code 9			
☐ Name of successo	Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;				
☐ Average	☐ Average number of employees in connection with the construction on the public improvement;				
☐ Drug test negative t (D) Rando	results for the following categories including the tests: (A) Pre-employment and new hires; (B) om.	ne number of positive tests and the number of Reasonable suspicion; (C) Post-accident; and			
*Will be p	provided upon notice of intent to award.				
Vendor Contact	Information:				
Vendor Name:	Caliber Contracting Services, Inc.	Vendor Telephone: 412-205-8283			
Vendor Address:	104 East Swissvale Avenue Pittsburgh, PA 15218	Vendor Fax: 412-205-8078  Vendor E-Mail; kmcnulty@calibercontractingservices.com			

### Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Caliber Contracting 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.			
*Commitments will be made upon notice of intent to award.				

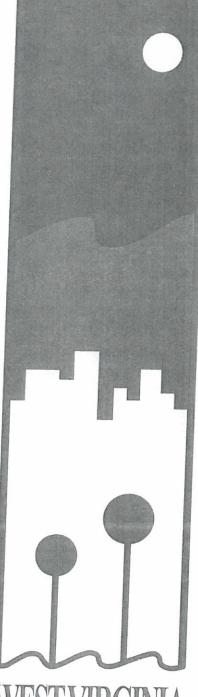
Attach additional pages if necessary

**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.

(Name, Title)	
Kevin McNulty, President	
(Printed Name and Title)	
104 East Swissvale Avenue, Pittsburgh, PA 15218	
(Address)	
412-205-8283 / 412-205-8078	
(Phone Number) / (Fax Number)	
kmcnulty@calibercontractingservices.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.

Caliber Contracting Services, Inc.
(Company)
President Maria McNully
(Authorized Signature) (Representative Name, Title)
Kevin McNulty, President
(Printed Name and Title of Authorized Representative)
8/5/2020
(Date)
412-205-8283 / 412-205-8078
(Phone Number) (Fax Number)



# WEST VIRGINIA CONTRACTOR LICENSING BOARD

# **CONTRACTOR LICENSE**

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV055641

Classification:

GENERAL BUILDING

CALIBER CONTRACTING SERVICES INC DBA CALIBER CONTRACTING SERVICES INC 104 EAST SWISSVALE AVENUE PITTSBURGH, PA 15218

Date Issued

**Expiration Date** 

JULY 02, 2020

JULY 02, 2021

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.

### **BID BOND**

	KNOW ALL MEN BY THESE	PRESENTS, mat we, tr	ie undersig	ned, Calib	er Contracti	ng Services	, 1116.	
of	Pittsburgh	,PA_		_, as Princip	oal, and <u>The</u>	Cincinnati Ir	nsurance Compar	ıy
of	Cincinnati ,	OH	, a corpora	tion organiz	ed and existi	ng under the	laws of the State of	
ОН	with its principal offic	e in the City of	incinnati	, as	Surety, are I	neld and firm!	ly bound unto the S	tate
of West	t Virginia, as Obligee, in the pen						r the payment of wh	
	d truly to be made, we jointly and	A				1900118400 11 3/1/2	* 1 <del>*</del> 2	
	<b>,</b> , <b>, ,</b>	,		-,		,		
	The Condition of the above of	obligation is such that v	whereas th	e Principal	has submitte	ed to the Pur	rchasing Section of	the
Departr	nent of Administration a certain			3.5%			_	
	Dawson Building 301 Renov	COORD (40) (41) (41) (41) (42) (42) (42) (43) (43) (43) (43) (43) (43) (43) (43						
	,	,,					The state of the s	_
				-	- 8: n		0.00 P 8 M 8 M 8 M 8 M 8 M 8 M 8 M 8 M 8 M 8	_
								_
	NOW THEREFORE,							
	<ul><li>(a) If said bid shall be rejected.</li><li>(b) If said bid shall be a</li></ul>	ected, or accepted and the Princi	pal shall e	enter into a	contract in a	ccordance w	ith the bid or propo	sal
	d hereto and shall furnish any o	ther bonds and insurance	e required	by the bid o	or proposal, a	nd shall in all	other respects perfo	orm
	eement created by the acceptant e and effect. It is expressly und							
	exceed the penal amount of this			ity or the oc	nety for any a	and an Claims	, nereunder Shan, in	110
	The Surety, for the value recei							
	paired or affected by any exten otice of any such extension.	sion of the time within t	which the t	Obligee ma	y accept suci	n bid, and sa	lid Surety does nere	∌by
	reaction for the reaction of the second seco							
	WITNESS, the following signat	ures and seals of Princi	pal and Su	rety, execut	ed and sealed	d by a proper	officer of Principal a	ınd
Surety,	or by Principal individually if Prin	cipal is an individual, thi	s <u>5th</u>	_day of	August	,	020	
Principa	i Seal			Calib	er Contract			_
					1	(Name of Prin	icipal)	
				Ву	/	9		_
					•	President, Vic Ily Authorized	e President, or	
				Kardi			E7 188	
				Kevii	n McNulty	(Title)	ident	_
			<b>.</b>			(Title)		
Surety S	coal.	chichnoti Insurance	(8)	The	Cincinnati In	surance Co	ompany	
ourety 3	oeai .	CORPORATE	) pany	1110		(Name of Sur		_
		(S E A I	"		- 0		1	
		OHIO		By: /	26-	~ M	1//	•
				Alexa	andra Machi	nik	Attorney-in-Fact	-
						100000	Autornoy-in-i act	

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.

## THE CINCINNATI INSURANCE COMPANY THE CINCINNATI CASUALTY COMPANY

#### Fairfield, Ohio

#### **POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint **Alexandra Machnik** its true and legal Attorney-in-Fact to sign, execute, seal and deliver on behalf of the Companies as Surety, at any place within the United States, the following surety bond:

Surety Bond Number: Bid Bond

Principal: Caliber Contracting Services, Inc.

Obligee: State of West Virginia

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or a Vice President this 19th day of December, 2018.





THE CINCINNATI INSURANCE COMPANY THE CINCINNATI CASUALTY COMPANY

STATE OF OHIO COUNTY OF BUTLER

)SS:

Vice President

On this 19th day of December, 2018 before me came the above-named President or Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett, Attorney at Law Notary Public – State of Ohio

My commission has no expiration date.

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Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 5th day of August, 2020.





Secretary

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ2100000003

**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.

(Choon		0.00	next to each addendum rece	170	u)	
	[ <b>X</b>	]	Addendum No. 1	[	]	Addendum No. 6
[		]	Addendum No. 2	[	]	Addendum No. 7
[		]	Addendum No. 3	]	]	Addendum No. 8
[		]	Addendum No. 4	[	]	Addendum No. 9

Addendum Numbers Received:

(Check the how next to each addendum received)

Addendum No. 5

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.

[ ] Addendum No. 10

Caliber Calibe	er Services, Inc.	
1	Authorized Signature	
8/5/2020		
	Date	

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