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WV PURCHASING DIVISION

BID FORM

DATED: 07/13/2021
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) Wolf Creek Contracting Company, LLC
403 Watertown Road
Waterford, Ohio 45786

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 046042

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

**Renovations To The Marshall County Readiness Center
For The
West Virginia Army National Guard
Moundsville, West Virginia**

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

BASE BID:

For the sum of: Three million, five hundred ninety-five thousand, twelve and 00/100 dollars ————— (\$ 3,595,012.00).

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.) Reference Section 012300 "Alternates".

Alternate Bid No. 1 -- To construct interior security partitions and to provide metal lockers as shown and as specified.

If Alternate No. 1 is accepted, ADD to Base Bid as follows:

ADD the sum of: Two hundred thirty-six thousand, two hundred seventy-two and 00/100 dollars ————— (\$ 236,272.00).

Alternate Bid No. 2 – To provide new floor finish where shown and as specified.

If Alternate No. 2 is accepted, ADD to Base Bid as follows:

ADD the sum of: Eighty-four thousand, five hundred sixteen
and ⁰⁰/100 dollars ————— (\$ 84,517.00).

Alternate Bid No. 3 – To provide interior painting where shown and as specified.

If Alternate No. 3 is accepted, ADD to Base Bid as follows:

ADD the sum of: Ninety-five thousand, seven hundred ninety-eight
and ⁰⁰/100 dollars ————— (\$ 95,798.00).

Alternate Bid No. 4 – To provide site lighting where shown and as specified.

If Alternate No. 4 is accepted, ADD to Base Bid as follows:

ADD the sum of: One thousand, three hundred ninety-two
and ⁰⁰/100 dollars ————— (\$ 1,392.00).

Alternate Bid No. 5 – To provide pavement replacement where shown and as specified.

If Alternate No. 5 is accepted, ADD to Base Bid as follows:

ADD the sum of: One hundred six thousand, eight hundred sixty-
six and ⁵⁰/100 dollars ————— (\$ 106,866.50).

If awarded contract on Base Bid and any Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) within **Three Hundred Sixty (360) days of the date of the Owner's Notice To Proceed.**

The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

#1 05/26/2021 #2 06/09/2021 #3 06/16/2021 #4 06/24/2021
#5 06/25/2021 #6 06/30/2021 _____

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.


The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid).

We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

SIGNATURE OF BIDDER:

Firm: Wolf Creek Contracting Company, LLC

By: 

Print or Type Name of person authorized to sign contract on behalf of Bidder:

Matt Wyscarver

Address: 403 Watertown Road

Title: Senior Estimator

Address: Waterford, Oh. 45786

Phone: 740-749-3459

Address: -----

Fax: 740-422-1244



END OF BID FORM

**RENOVATIONS TO THE
MARSHALL COUNTY READINESS CENTER
BID FORM SECTION II - BID ITEMS AND UNIT COSTS**

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

Bid items with the same number must include the same unit price.

LS = Lump Sum, TN = Ton, SY = Square Yard, EA = Each, LF = Linear Foot

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Primary Facility Base Bid					
1	Readiness Center Renovations	1	LS	996,597.00	996,597.00
2	Joint Sealant Replacement	500	LF	10.50	5,250.00
3	Brick Joint Repointing	700	LF	5.75	4,025.00
4	Brick Replacement	1,000	Each	32.00	32,000.00
5	Mold Remediation	1	LS	5,774.00	5,774.00
6	Fire Suppression	1	LS	104,852.00	104,852.00
7	Plumbing	1	LS	198,388.00	198,388.00
8	Mechanical	1	LS	746,998.00	746,998.00
9	Electrical	1	LS	824,500.00	824,500.00
PRIMARY FACILITY BASE BID SUB-TOTAL					2,093,884.00
Project Administration/Quality Control Base Bid					
10	Mobilization/Demobilization	1	LS	2,483.00	2,483.00
11	General Administration	1	LS	140,109.00	140,109.00
12	Project Quality Control	1	LS	317,166.00	317,166.00
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL					459,758.00
Civil/Site Base Bid					
Site Preparation					
13	Site Preparation/Site Demolition	1	LS	1,848.00	1,848.00
14	Sediment and Erosion Control	1	LS	5,254.00	5,254.00
15	Waste Disposal	5	TN	3,002.00	15,010.00
Earthwork					
16	Unclassified Excavation	1	LS	27,368.00	27,368.00
Paving					
17	Hard Stand Pavement	2100	SY	44.00	92,400.00
Miscellaneous					
18	Security Fencing	170	LF	105.00	17,850.00
19	Bollards 6"	2	EA	850.00	1,700.00

Power and Communications					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	Extended Price (\$)
20	Duct Bank	120	LF	366.00	43,920.00
21	Communications Conduit	240	LF	48.00	11,520.00
CIVIL/SITE BASE BID SUB-TOTAL					216,870.00
BASE BID TOTAL*					3,595,012.00
*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.					
Alternate Bid Items					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	Extended Price (\$)
Add-Alternate No. 1 - Interior Security Partitions and Metal Lockers					
22	Alternate No. 1	1	LS	236,272.00	236,272.00
Add-Alternate No. 2 - New Floor Finishes					
23	Alternate No. 2	1	LS	84,517.00	84,517.00
Add-Alternate No. 3 - Interior Painting					
24	Alternate No. 3	1	LS	95,798.00	95,798.00
Add-Alternate No. 4 - Site Lighting					
25	Alternate No. 4	1	LS	1,392.00	1,392.00
Add-Alternate No. 5 - Pavement Replacement - Heavy Duty Paving and Striping					
26	Heavy Duty Asphalt Pavement	5,750	SY	17.75	102,062.50
27	Striping	1	LS	4,804.00	4,804.00

END OF SECTION II

**RENOVATIONS TO THE
MARSHALL COUNTY READINESS CENTER
WEST VIRGINIA ARMY NATIONAL GUARD**

BID FORM SECTION III – DESCRIPTION OF BID ITEMS

Bid Item 1:	Readiness Center Renovations
Unit:	Lump Sum
Description:	This work shall consist of the performance of all construction shown on the Drawings and as specified to complete the Readiness Center Renovations excluding those portions of construction included in Bid Item Nos. 2 through 22.
Measurement:	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
Payment:	Payment for this item will be in accordance with the specifications.
Bid Item 2:	Joint Sealant Replacement
Unit:	Linear Foot
Description:	This work shall consist of replacement of joint sealants where shown on the Drawings and as specified to complete the Readiness Center Renovations.
Measurement:	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.
Bid Item 3:	Brick Joint Repointing
Unit:	Linear Foot
Description:	This work shall consist of Brick Joint Repointing where shown on the Drawings and as specified to complete the Readiness Center Renovations.
Measurement:	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.
Bid Item 4:	Brick Replacement
Unit:	Lump Sum
Description:	This work shall consist of Brick Replacement where shown on the Drawings and as specified to complete the Readiness Center Renovations.
Measurement:	Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).
Payment:	This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 5: Mold Remediation
Unit: Lump Sum

Description: This work shall consist of the performance of all work of Division 01 Specification Sections and Section 028500 "Mold Remediation".

Measurement: Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

Payment: This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 6: Fire Suppression
Unit: Lump Sum (LS)

Description: This work shall consist of all fire suppression work shown on the Drawings and as specified in Division 01 and 21 Specifications Sections.

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 will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

Payment: This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 7: Plumbing
Unit: Lump Sum (LS)

Description: This work shall consist of all plumbing work shown on the Drawings and as specified in Division 01 and 22 Specifications Sections.

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 will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

Payment: This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 8: Mechanical
Unit: Lump Sum (LS)

Description: This work shall consist of all mechanical work shown on the Drawings and as specified in Division 01 and 23 Specifications Sections.

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 will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

Payment: This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 9: **Electrical**
Unit: Lump Sum (LS)

Description: This work shall consist of all electrical work shown on the Drawings and as specified in Division 01 and 26, 27, and 28 Specifications Sections.

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 will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

Payment: This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 10: **Mobilization/Demobilization**
Unit: Lump Sum

Description: This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; establishment and removal of the contractor's field office and storage facilities, including fenced enclosure of staging area.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

Payment: Payment for item will be in three installments. The first payment of 50 percent of the lump sum price will be made on the first estimate following partial mobilization including the placement or erection of the Contractor's office and storage facilities and the initiation of construction work. The second payment of 25 percent will be made on the next estimate following completion of substantial mobilization. The remaining 25 percent will be paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the Project.

Bid Item 11: **General Administration**
Unit: Lump Sum

Description: This work shall consist of performing the construction administrative duties associated with managing the construction as stated in Division 1 and throughout the Specifications, providing construction layout, providing temporary utilities for the site and coordination of permanent utility installation and tie-in of site grading and access roads, administration and maintenance of all required permits for the project, including permit fees, and Business and Occupation Taxes.

Measurement: Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

Payment: This item will be paid for at the contract lump sum price, based on percentage of contract completion.

Bid Item 12: Project Quality Control
Unit: Lump Sum

Description: This work shall consist of establishing and maintaining a Quality Control Program throughout the duration of the project.

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

Payment: This item will be paid for at the contract lump sum price, based on percentage of completion.

Bid Item 13: Site Preparation/Site Demolition
Unit: Lump Sum (LS)

Description: This work shall consist of the removal of trees and other vegetation, topsoil stripping and stockpiling, removal of existing utilities, installation of temporary utilities, demolition, temporary safety fence, and clearing and grubbing of all areas disturbed by the Contractor. 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 14: Sediment and Erosion Control
Unit: Lump Sum (LS)

Description: This item shall consist of furnishing, installation, maintenance and subsequent removal of necessary storm water structures, best management practices, and other work required to prevent escape of sediment from disturbed areas of project site. 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 for item shall be in two installments. The first payment of 50% of the lump sum price shall be made following installation of the erosion and sediment controls. The remaining 50% shall be paid upon properly stabilizing the site, demobilization, and final completion of the Project.

Bid Item 15: Waste Disposal
Unit: Lump Sum (LS)

Description: This work shall include, but not be limited to, disposal of rubbish, trash, scrap, and other materials encountered at the site that require disposal at a sanitary landfill. The work includes sorting, loading, hauling, and disposal. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, materials, incidentals, and quality control required to complete the work.

Measurement: The quantity of work completed shall be measured in tons as evidenced by weigh tickets from a legally operating landfill and certified by the contractor to be correct.

Payment: Payment shall be made at the contract price per ton.

Bid Item 16: Unclassified Excavation

Unit: Lump Sum (LS)

Description: This work shall consist of, but is not limited to, unclassified excavation, loading and hauling of excavated material, placement and compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the COTR, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever materials encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation or the reduction of large rock and boulders to less than 18" in any dimension. Over-excavation and/or fill not shown on the Plans or specified herein shall be at the Contractor's expense, unless approved by the COTR prior to commencing such work. If unsuitable materials exist below the grades shown on the Plans, this material shall be removed with the prior approval of the COTR and shall be paid per the unit price for "Over-Excavation".

Except at locations where excavation of unsuitable material is required, care shall be taken not to excavate below the depths specified. Final shaping and contouring of the areas shall be performed to the satisfaction of the COTR.

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 shall 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 17: Hard Stand Pavement

Unit: Square Yard (SY)

Description: This work shall consist of furnishing and installing Hard Stand pavement and incidentals associated with pavement as detailed on the Plans. 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 shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.

Payment: Payment shall be made at the contract unit price per square yard.

Bid Item 18: Security Fencing

Unit: Linear Foot (LF)

Description: This work consists of furnishing and complete installation of chain link fencing and personnel gates. The price will include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and gate hardware. 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 shall be along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.

Payment: The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.

Bid Items 19: Bollards 6"

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of bollards. The unit price shall include furnishing and installing metal posts, and associated hardware, concrete footings, excavation, backfill, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work.

Measurement: The quantity of work done shall be measured per each bollard completely installed and accepted by the COTR.

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

Bid Item 20: Duct Bank

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, vaults, handholes, pedestals, concrete, excavation, backfill, and sleeves. 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 shall be based on linear feet of duct bank in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.

Payment: Payment shall be made at the contract unit price per linear foot of line in service.

Bid Item 21: Communications Conduit

Unit: Linear Foot (LF)

Description: This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, vaults, handholes, pedestals, concrete, excavation, backfill, and sleeves. 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 shall be based on linear feet of conduit in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.

Payment: Payment shall be made at the contract unit price per linear foot of line in service.

Bid Item 22:

Description: Add-Alternate No. 1 – Interior Security Partitions and Metal Lockers as indicated on the Drawings and as specified.

Measurement: Lump Sum For Item 22.

Payment: Payment for item will be in accordance with the specifications.

Bid Item 23:

Description: Add-Alternate No. 2 – New Floor Finish as indicated on the Drawings and as specified.

Measurement: Lump Sum for Item 23.

Payment: Payment for item will be in accordance with the specifications.

Bid Item 24:

Description: Add-Alternate No. 3 – Interior Painting as indicated on the Drawings and as specified.

Measurement: Lump Sum for Item 24.

Payment: Payment for item will be in accordance with the specifications.

Bid Item 25:

Description: Add-Alternate No. 4 - Site Lighting as Indicated on the Drawings and as specified.

Measurement: Lump Sum for Item 25.

Payment: Payment for item will be in accordance with the specifications.

Bid Item 26:

Description: Add-Alternate No. 5 – Pavement Replacement - Heavy-Duty Paving as Indicated on the Drawings and as specified.

Measurement For Heavy-Duty Asphalt Paving: Per Square Yard of Paving.

Payment: Payment for item will be in accordance with the specifications.

Bid Item 27:

Description: Add-Alternate No. 5 – Pavement Replacement - Striping as indicated on the Drawings and as specified.

Measurement for Striping: Lump Sum for item 27.

Payment: Payment for item will be in accordance with the specifications.

END OF SECTION

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2100000042

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 checked="" 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 checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" 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

[Handwritten Signature]
Authorized Signature

07/13/2021
Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, 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 CRFQ 0603 ADJ2100000042, 21019: Marshall County Readiness Center

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 13th day of July, 2021.

Principal Seal



Wolf Creek Contracting Co., LLC

(Name of Principal)

By [Signature]

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

Senior Estimator

(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-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 **17th** day of **January**, 2019.



State of Connecticut

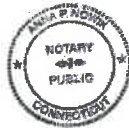
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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**, 2021




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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 Assistant Vice President, any Secretary, any Assistant Secretary, 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 Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, 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 13th day of July, 2021




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-in-Fact and the details of the bond to which this Power of Attorney is attached.

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.

Tami Dietz

Construction Administrator

(Name, Title)

Tami Dietz, Construction Administrator

(Printed Name and Title)

403 Watertown Road, Waterford, Oh. 45786

(Address)

740-749-3459 / 740-422-1244

(Phone Number) / (Fax Number)

tdietz@wolfcreekcontractors.com

(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Wolf Creek Contracting Company, LLC

(Company)

Matt Wyscarver

Senior Estimator

(Authorized Signature) (Representative Name, Title)

Matt Wyscarver, Senior Estimator

(Printed Name and Title of Authorized Representative)

07/13/2021

(Date)

740-749-3459 / 740-422-1244

(Phone Number) (Fax Number)



STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

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

DEFINITIONS:

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

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

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

Vendor's Name: Wolf Creek Contracting Company, LLC

Authorized Signature: [Signature] Date: 07/12/2021

State of Ohio

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 13th day of July, 2021.

My Commission expires 10/22/2024, 2024.



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

NOTARY PUBLIC Tabitha Zimmer
Purchasing Affidavit (Revised 01/19/2018)



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


I, Matt Wyscarver , 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: Matt Wyscarver
 Signature: 
 Title: Senior Estimator
 Company Name: Wolf Creek Contracting Company, LLC
 Date: 07/13/2021

OHIO
STATE OF ~~WEST VIRGINIA~~

COUNTY OF WASHINGTON , TO-WIT:

Taken, subscribed and sworn to before me this 13th day of July , 2021 .

By Commission expires 10/22/2024

(Seal)



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


 (Notary Public)



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

State of West Virginia
 Centralized Request for Quote
 Construction

Proc Folder: 882212			Reason for Modification: ADDENDUM NO. 6 - add a substitution request. Bid opening remains on 07/13/2021 at 1:30pm.
Doc Description: Marshall County Readiness Center Renovations			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-06-30	2021-07-13 13:30	CRFQ 0603 ADJ2100000042	7

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Wolf Creek Contracting Company, LLC

Address : 403 Watertown Road
Street : Waterford, Oh. 45786
City :
State : Country : United States Zip :

Principal Contact : Matt Wyscarver, Senior Estimator

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



FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Vendor Signature X  **FEIN#** 26-3715560 **DATE** 07/13/2021

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
 Construction**

Proc Folder: 882212		Reason for Modification:	
Doc Description: Marshall County Readiness Center Renovations		Addendum No. 5 - to provide full size drawings issued on Addendum No. 4 in paper and PDF form.	
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-06-25	2021-07-13 13:30	CRFQ 0603 ADJ2100000042	6

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Wolf Creek Contracting Company, LLC
Address : 403 Watertown Road
 Waterford, Ohio 45786
Street : 740-749-3459
City :
State : Country : United States Zip :

Principal Contact : Matt Wyscarver, Senior Estimator

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



FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Vendor Signature X  **FEIN# 26-3715560** **DATE 07/13/2021**

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
 Construction**

Proc Folder: 882212			Reason for Modification: Addendum No. 4 - to provide responses to vendor questions and extend the bid opening to 07/13/2021.
Doc Description: Marshall County Readiness Center Renovations			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-06-24	2021-07-13 13:30	CRFQ 0603 ADJ2100000042	5

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Wolf Creek Contracting Company, LLC
Address : 403 Watertown Road
Street : Waterford, Ohio 45786
City : 740-749-3459
State : Country : United States Zip :
Principal Contact : Matt Wyscarver
Vendor Contact Phone: 740-749-3459 **Extension:**



FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Vendor Signature X  FEIN# 26-3715560 DATE 07/13/2021

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
 Construction

Proc Folder: 882212		Reason for Modification:	
Doc Description: Marshall County Readiness Center Renovations		Addendum No. 3 - to extend the bid opening to 6/29/2021.	
Proc Type: Central Purchase Order			
Date issued	Solicitation Closes	Solicitation No	Version
2021-06-16	2021-06-29 13:30	CRFQ 0603 ADJ2100000042	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name : Wolf Creek Contracting Company, LLC

Address : 403 Watertown Road
 Waterford, Ohio 45786

Street : 740-749-3459

City :

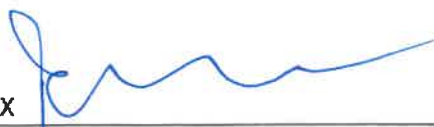
State : Country : United States Zip :

Principal Contact : Matt Wyscarver, Senior Estimator

Vendor Contact Phone: 740-749-3459 Extension:



FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Vendor Signature X 

FEIN# 26-3715560 DATE 07/13/2021

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
 Construction

Proc Folder: 882212			Reason for Modification: Addendum No. 2
Doc Description: Marshall County Readiness Center Renovations			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-06-09	2021-06-22 13:30	CRFQ 0603 ADJ2100000042	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 : Wolf Creek Contracting Company, LLC
Address : 403 Watertown Road
 Waterford, Ohio 45786
Street : 740-749-3459
City :
State : Country : United States Zip :

Principal Contact : Matt Wyscarver, Senior Estimator

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



FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Vendor Signature X  **FEIN#** 26-3715560 **DATE** 07/13/2021

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
 Construction**

Proc Folder: 882212			Reason for Modification: Addendum No. 1 - to extend question period deadline, bid opening and provide pre-bid sign-in sheets.
Doc Description: Addendum No. 1 Marshall County Readiness Center Renovations			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-05-26	2021-06-15 13:30	CRFQ 0603 ADJ2100000042	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 : Wolf Creek Contracting Company, LLC
Address : 403 Watertown Road
 Waterford, Ohio 45786
Street : 740-749-3459
City :
State : Country : United States Zip :

Principal Contact : Matt Wycarver, Senior Estimator
Vendor Contact Phone: 740-749-3459 **Extension:**



FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.lyle@wv.gov

Vendor Signature X  FEIN# 26-3715560 DATE 07/13/2021

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
 Construction

Proc Folder: 882212			Reason for Modification:
Doc Description: Marshall County Readiness Center Renovations			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-05-14	2021-06-08 13:30	CRFQ 0603 ADJ2100000042	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 : Wolf Creek Contracting Company, LLC
Address : 403 Watertown Road
 Waterford, Ohio 45786
Street : 740-749-3459
City :
State : Country : United States Zip :

Principal Contact : Matt Wyscarver, Senior Estimator
Vendor Contact Phone: 740-749-3459 Extension:



FOR INFORMATION CONTACT THE BUYER
 Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Vendor Signature X 

FEIN# 26-3715560 DATE 07/13/2021

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

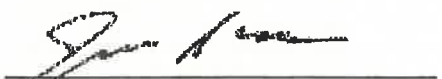
Date Issued: 2020

Expiration Date

OCTOBER 21, 2020

OCTOBER 21, 2021


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

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.

**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, Howard Offenberger, Matt Wyscarver, Tami Dietz, and Bret Martell (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 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, or Howard Offenberger;

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 June 8, 2021.

Dated: June 17, 2021



Damian L. Lang, Director

(520555)