



PO Box 199
Meadowbrook WV 26404

Construction Services LLC

March 1, 2021

RE: Concrete Walls for Berkeley County Salt Shed

Dear, John Estep

L&T is pleased to offer our price for the job referenced above

Lump Sum Pricing

Lump Sum Pricing Concrete - \$186,700.00

Scope of Work

- To supply labor, equipment and materials Form and pour Concrete wall for Berkely County Salt Shed.
 - o Form Panels and all Form Hardware including necessary ties and bracing
 - o All Labor to set brace forms
 - o All labor to pour and consolidate concrete
 - o All labor to strip forms, repair voids, and finish concrete.
 - o Concrete pump truck
 - o Insulation blankets as required
 - o Finish that is plan, rubbed or simulated brick
 - o Pricing is using prevailing wage rates

Exclusions & Qualifications

- Any materials for construction other than forms.
- WV DOH will supply all concrete and Epoxy
- Price does not include any third-party inspection or testing
- Any work performed beyond the scope of work provided will be billed on a T&M basis at L&T standard rates and will require an approved change order prior to work being performed

Thank you in advance for your consideration of this proposal. Please do not hesitate to contact us if you have any questions.


Sincerely,
L&T Construction Services LLC

03/01/22 11:16:16
WV Purchasing Division

EXHIBIT A - Pricing Page

05220249 - SALT SHED REINFORCED CONCRETE WALLS

Item Number	Quantity	Unit of Measure	Description	Unit Price	Total
001	1	EA	CONSTRUCTION OF REINFORCED CONCRETE WALLS FOR THE BERKELEY COUNTY WVDOH SALT SHED LOCATED AT THE BERKELEY COUNTY HQ, 1867 ROCK CLIFF DRIVE, MARTINSBURG, WV 25401 (SEE SPECIFICATIONS FOR MORE DETAILS)	186,700	186,700
				GRAND TOTAL	\$ 186,700.00

VENDOR NAME	L-T Construction Services, LLC
VENDOR ADDRESS	P.O. Box 199 Meadowbrook, WV 26404
PHONE #	304-629-8003
EMAIL	landon.maherry@l-tconstructionservices.com
SIGNATURE	



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

I, Landon McHenry, after being first duly sworn, depose and state as follows:

1. I am an employee of L&T Construction Services, LLC; and,
(Company Name)
2. I do hereby attest that L&T Construction Services, 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: Landon McHenry

Signature:

Title: Project Manager

Company Name: L&T Construction

Date: 2/28/22

STATE OF WEST VIRGINIA,

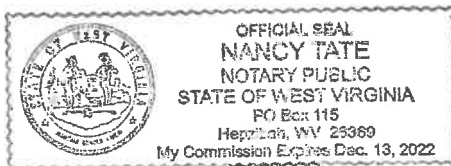
COUNTY OF Harrison, TO-WIT:

Taken, subscribed and sworn to before me this 24 day of February, 2022.

By Commission expires Dec 13 2022

(Seal)

(Notary Public)



West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: L&T Construction Services Address: P.O. Box 199
Meadowbrook, WV 26404

Name of Authorized Agent: Landon McHenry Address: _____

Contract Number: 304-629-8003 Contract Description: Project Manager

Governmental agency awarding contract: DOH

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*):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. 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.

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.

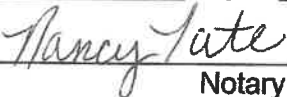
Signature:  Date Signed: 2/28/22

Notary Verification

State of WV, County of Harrison:

I, _____, the 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 24 day of February 2022


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: L&T Construction Services, LLC

Authorized Signature: [Signature] Date: 2/28/22

State of West Virginia

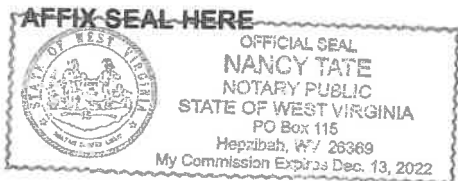
County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 24 day of February, 2022.

My Commission expires Dec 13th, 2022.

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)



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.

Landon McHenry, Project Manager

(Name, Title)
Landon McHenry, Project Manager

(Printed Name and Title)
P.O. Box 199 Meadowbrook, WV 26404

(Address)
304-629-8003


(Phone Number) / (Fax Number)
landonmchenry@l-tconstructionservices.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.

L&T Construction Services, LLC

(Company)


(Authorized Signature) (Representative Name, Title)
Landon McHenry, Project Manager

(Printed Name and Title of Authorized Representative)
2/28/22

(Date)
304-629-8003

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
05220249 – Construction of Reinforced Concrete Walls for Berkeley Co. Salt Shed

11.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

11.5. Vendor shall inform all staff of Agency's security protocol and procedures.

12. MISCELLANEOUS:

12.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Landon McHenry

Telephone Number: 304-679-8003

Fax Number: _____

Email Address: landonmchenry@1-t construction services.com

EXHIBIT A – Pricing Page

REQUEST FOR QUOTATION
05220249 – Construction of Reinforced Concrete Walls for Berkeley Co. Salt Shed

EXHIBIT B – PROJECT PLANS

- 1) **Construction of Reinforced Concrete Walls for Berkeley County HQ Salt Shed located at 1867 Rock Cliff Drive, Martinsburg, WV 25401**
 - a. **Contractor Shall Provide:**
 - i. **Form Panels and all Form Hardware, including all necessary ties and bracing**
 - ii. **All Labor to Set and Brace forms**
 - iii. **All Labor to Pour and Consolidate Concrete**
 - iv. **All Labor to Strip Forms, Repair Voids, and Finish Concrete as needed**
 - v. **Concrete Pump to Place Concrete**
 - vi. **Insulating Blankets as required**
 - vii. **Finish that is Plain, Rubbed Finish or have a simulated Brick Pattern**
 - viii. **Walls constructed in accordance with attached plans on concrete footings previously constructed by WV DOH. More details will be discussed at Mandatory PreBid Meeting.**

 - b. **WV DOH Shall Provide:**
 - i. **WVDOH Class B Concrete**
 - ii. **Epoxy Bonding Agent as needed**

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000114

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

L-T construction Services
Company


Authorized Signature

2/28/22
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, L & T Construction Services LLC
of P.O. Box 199, Meadowbrook, WV 26404, as Principal, and Nationwide Mutual Insurance
Company of 1100 Locust St. , Dept. 2006, a corporation organized and existing under the laws of the State of Ohio
with its principal office in the City of Des Moines, 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% of Bid Amount) 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
05220249 - Construction of Reinforced Concrete Walls for Berkeley Co. Salt Shed. Solicitation No. CRFQ 080
3DOT 2200000114

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 28th day of February, 2022.

Principal Seal

L & T Construction Services, LLC
(Name of Principal)

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

Member
(Title)

Surety Seal



Nationwide Mutual Insurance Company
(Name of Surety)

Michael R. Johnson
Michael R. Johnson, 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.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Michael R. Johnson

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Two Hundred Thousand and no/100 -- Dollars \$200,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

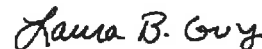


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 28th day of February, 2022.



Assistant Secretary



Nationwide®
is on your side

NOTICE

This bid bond was issued based upon information provided to us. Please note that it is the sole responsibility of the Principal to review the bond, including the bond form itself, for accuracy and compliance with the job specifications to avoid disqualification of the bid.