



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: 1363968

Doc Description: ADDENDUM NO 1 FENCE INSTALLATION TUNNELTON  
 (FELLOWSVILLE)

Reason for Modification:  
 ADDENDUM NO 1  
 Pre-Bid time moves to 1:00pm  
 Date and Location remain the  
 same.

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2024-02-29	2024-03-27 13:30	CRFQ 0803 DOT2400000075	2

**BID RECEIVING LOCATION**

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

RECEIVED  
 2024 MAR 27 AM 8:02  
 WV PURCHASING  
 DIVISION

**VENDOR**

Vendor Customer Code: VS00000618890

Vendor Name: RAA Contracting

Address: 2682

Street: Campground Rd

City: Tunnelton

State: WV

Country: U.S

Zip: 26444

Principal Contact: Robby Ayersman

Vendor Contact Phone: 304-698-6660

Extension: N/A

**FOR INFORMATION CONTACT THE BUYER**

John W Estep  
 304-558-2566  
 john.w.estep@wv.gov

Vendor  
 Signature X

*Robb Ayersman*

FEIN# 26-2375453

DATE 3-26-2024

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

**Subcontractor List Submission (Construction Contracts Only)**

**Bidder's Name:** Robby Ayersman  
RAA Contracting

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.
A+B Fence	WV# 054868

**Attach additional pages if necessary**

**Revised 8/24/2023**

Mar 27 2024 08:05am  
No. 9016 P. 3  
P003

Mar. 27. 2024 8:11AM

REQUEST FOR QUOTATION  
Chain Link Fence Installation

EXHIBIT A - Pricing Page

INSTALL NEW CHAIN LINK FENCE AND GATES AT:  
WVDOH - FELLOWSVILLE  
5213 George Washington HWY  
Tunnelton, WV 26444

DATE: 03-26-2024

VENDOR NAME: RAA Contracting

AUTHORIZED SIGNATURE: [Signature]

The aforementioned, hereinafter called Vendor, being familiar with and understanding the bidding documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, materials, equipment, supplies, and transportation and to perform all work in accordance with the bidding documents within the time set forth for the sum of:

**BASE BID:**

For the lump sum of: \$ 84,518.92  
(show amount in numbers)

eighty-four thousand, five hundred + eighteen dollars and  
(show amount in words) ninety-two cents

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

**CONTRACT AWARD:**

The contract shall be awarded to the vendor that provides the lowest overall lump sum cost.

Revised 06/08/18

Mar 27 2024 08:05am  
No. 9016 P. 4

Mar. 27, 2024 8:11AM

P004

**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.

(Printed Name and Title) Robby Ayersman, owner  
(Address) 2682 Campground Rd Tunne Hun. WV 26444  
(Phone Number) / (Fax Number) 304-698-6660  
(email address) robbyayersman85@gmail.com

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

RAA Contracting  
(Company)  
[Signature]  
(Signature of Authorized Representative)  
Robby Ayersman, owner 3-26-2024  
(Printed Name and Title of Authorized Representative) (Date)  
304-698-6660  
(Phone Number) (Fax Number)  
robbyayersman85@gmail.com  
(Email Address)

Revised 8/24/2023

**REQUEST FOR QUOTATION  
Chain Link Fence Installation**

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11.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

11.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

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:** Robby Ayersman

**Telephone Number:** 304-698-6660

**Fax Number:** N/A

**Email Address:** robbyayersman@robbyayersman85@gmail.com

Revised 06/08/18

Mar 27 2024 08:06am  
No. 9016 P. 6  
P006

Mar 27 2024 8:11AM



**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, Robert Ageeman III, after being first duly sworn, depose and state as follows:

1. I am an employee of RAA Contracting; and,  
(Company Name)
2. I do hereby attest that RAA Contracting  
(Company Name)

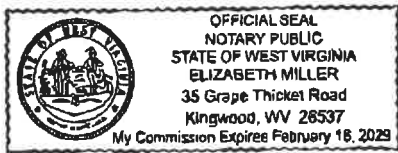
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with **West Virginia Code §21-1D**.

The above statements are sworn to under the penalty of perjury.

Printed Name: Robert Ageeman III  
 Signature: [Handwritten Signature]  
 Title: owner  
 Company Name: RAA Contracting  
 Date: 2-7-2024

Taken, subscribed and sworn to before me this 7<sup>th</sup> day of February, 2024.  
 By Commission expires Feb. 16, 2029

(Seal)



[Handwritten Signature]  
(Notary Public)

Rev. July 7, 2017

Revised June 2003

Call #

WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

DIVISION OF HIGHWAYS

PROPOSAL GUARANTY BOND

PROJECT NUMBER CRFQ 0803 DOT2400000075

Preston COUNTY

KNOW ALL MEN BY THESE PRESENT, that we RAA Contracting

2682 Campground Road, Tunnelton, WV 26444

Hereinafter called the "Principal" and Merchants National Bonding, Inc.

P.O. Box 14498, Des Moines, IA 50306-3498 corporation (s) incorporated under the laws of the State(s) of IA and duly authorized to do business in the State of West Virginia, hereinafter (collectively, if two or more Sureties) called the "Surety" are held and firmly bound jointly and severally unto the West Virginia Department of Transportation, Division of Highways, in the full and just sum of FIVE HUNDRED (\$500) DOLLARS OR FIVE (5%) PERCENT OF TOTAL BID WHICHEVER IS GREATER, LAWFUL MONEY OF THE United States of America, to be paid to the West Virginia Department of Transportation, Division of Highways, which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 27th day of March, 2024.

The condition of the above obligation is such that whereas the Principal has submitted to the West Virginia Department of Transportation, Division of Highways, a Proposal attached hereto and hereby made a part hereof, to enter into a contract in writing for

PROJECT NUMBER. CRFQ 0803 DOT2400000075

NOW, THEREFORE,

- (a) If said Proposal shall be rejected by the West Virginia Department of Transportation, Division of Highways, or in the alternative,
- (b) If said Proposal shall be accepted by the West Virginia Department of Transportation, Division of Highways, and the Principal shall duly execute the Contract and furnish the required Contract Bond within the stipulated time.

Then this obligation shall be void; otherwise the same shall remain in force and effect, and the Principal and surety will pay unto the obligee the amount of this bond, which sum shall be deposited in the State Highways' fund of the State of West Virginia, pursuant to Paragraph 103.9 of the Standard Specifications of the West Virginia

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Department of Transportation, Division of Highways, adopted 2000 as applicable: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Division may accept such Proposal; and said Surety does hereby waive notice of any such extension.

The Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers.

RAA Contracting \_\_\_\_\_ (Seal)

Principal

By [Signature]

Title: Owner

Merchants National Bonding, Inc. \_\_\_\_\_ (Seal)

Surety

By [Signature]

Title: Alexandra Machnik Attorney-in-Fact, Non-Resident WV Agent



\_\_\_\_\_  
If Co/Surety (Seal)

By \_\_\_\_\_

Title: \_\_\_\_\_

(Acknowledgment)  
(Surety)

The foregoing instrument was acknowledged before me this 27th day of March, 2024.

My Commission expires March 14, 2025

[Signature]  
Notary Public

Wendy A. Bright

Commonwealth of Pennsylvania - Notary Seal  
Wendy A. Bright, Notary Public  
Allegheny County  
My commission expires March 14, 2025  
Commission number 1140798  
Member, Pennsylvania Association of Notaries

(If Co/Surety)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_

My Commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Attach Powers of Attorney Involved

Countersigned at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_.

N/A

\_\_\_\_\_  
Resident Agent

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No. 9016 P. 9

Mar. 27. 2024 8:12AM



# MERCHANTS BONDING COMPANY

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, **Alexandra Machnik**

Surety Bond #: Bid Bond  
Principal: RAA Contracting  
Obligee: Division Of Highways District Four

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

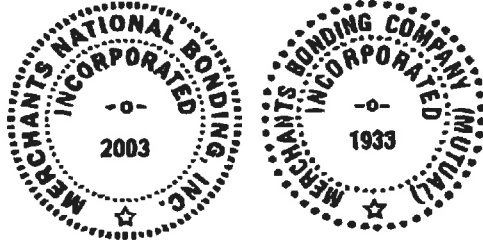
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of March, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 27th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

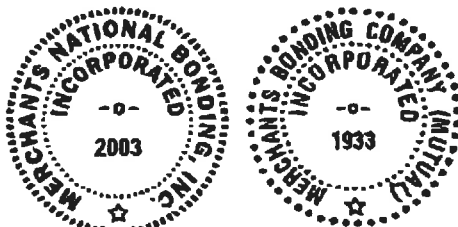


*Penni Miller*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 27th day of March, 2024.



*William Warner Jr.*  
Secretary

POA 0018 (1/24)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DOT2400000075**

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

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


**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

RAA Contracting  
Company

  
Authorized Signature

3-26-2024  
Date

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

RAA Contracting  
2682 Campground Rd  
Tunnelton, WV 26444  
(304) 698-6660 | robbyayersman85@gmail.com

# fax

TO: John Estep FROM: RAA Contracting  
FAX: 304-558-3970 PAGES: 10  
PHONE: N/A DATE:  
RE: Fence Installation Tunnelton CC:

Urgent  For Review  Please Comment  Please Reply  Please Recycle

Comments: CRFQ 0803 DOT2400000075