



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: 1531431

Doc Description: WV Consolidated State Lab Facility - Site Grading Package

Reason for Modification:

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-11	2024-11-20 13:30	CRFQ 0211 GSD2500000010	1

BID RECEIVING LOCATION

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

RECEIVED

2024 NOV 20 PM12:43

WV PURCHASING
DIVISION

VENDOR

Vendor Customer Code: 615151850

Vendor Name : K & N Contracting Inc

Address : PO Box 607

Street : 5146 Elk River Rd

City : Elkview

State : WV Country : USA Zip : 25071

Principal Contact : Kenneth Newhouse

Vendor Contact Phone: (304) 965-9088 Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN# 13-4238473

DATE 11/19/2024

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

REQUEST FOR QUOTATION
WV Consolidated State Laboratory Facility - Site Grading Package

Exhibit A - Pricing Page (10/30/2024)

Name of Bidder:

K & N Contracting Inc

The Bidder, being familiar with and understanding the Bidding Documents and having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies for WV Consolidated State Laboratory Facility - Site Grading Package in accordance with the Bidding Documents within the time set forth for the sum of:

Item 1: General Requirements, per Section 010000: a lump sum Unit Price to cover all General Conditions and General Requirements Costs

$$\text{Allowance Quantity: 1} \quad \text{LS} \quad \times \$ \frac{152,700.00}{(\text{Unit Price})} = \$ 152,700.00 \quad (\text{A})$$

Item 2: Concrete Curb and Gutter, per Section 033000-1: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 2020} \quad \text{LF} \quad \times \$ \frac{150.46}{(\text{Unit Price})} = \$ 303,929.20 \quad (\text{B})$$

Item 3: Culvert Concrete Headwall, per Section 033000-2: an all-inclusive Unit Price, per Each:

$$\text{Allowance Quantity: 4} \quad \text{EA} \quad \times \$ \frac{1,560.10}{(\text{Unit Price})} = \$ 6,240.40 \quad (\text{C})$$

Item 4: Site Clearing, per Section 311000: an all-inclusive Unit Price, per Acre:

$$\text{Allowance Quantity: 1.75} \quad \text{AC} \quad \times \$ \frac{14,760.00}{(\text{Unit Price})} = \$ 25,830.00 \quad (\text{D})$$

Item 5: Earthwork Moving (Excavation, per Section 312000): an all-inclusive Unit Price, per Cubic Yard:

$$\text{Allowance Quantity: 19000} \quad \text{CY} \quad \times \$ \frac{30.84}{(\text{Unit Price})} = \$ 585,960.00 \quad (\text{E})$$

Item 6: Silt Fence, per Section 312513-1: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 1500} \quad \text{LF} \quad \times \$ \frac{7.00}{(\text{Unit Price})} = \$ 10,500.00 \quad (\text{F})$$

Item 7: Stone Check Dams, per Section 312513-2: an all-inclusive Unit Price, Each:

$$\text{Allowance Quantity: 26} \quad \text{EA} \quad \times \$ \frac{275.00}{(\text{Unit Price})} = \$ 4,675.00 \quad (\text{G})$$

(See next page)

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Item 8: 18" Compost Filer Stock, per Section 312513-3: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 1400 LF} \times \$ \frac{16.00}{\text{(Unit Price)}} = \$ \underline{22,400.00} \text{ (H)}$$

Item 9: Intersection Asphalt Milling, per Section 321216-1: an all-inclusive Unit Price, per Square Yard:

$$\text{Allowance Quantity: 1705 SY} \times \$ \frac{10.85}{\text{(Unit Price)}} = \$ \underline{18,499.25} \text{ (I)}$$

Item 10: Access Road – Fabric for Separation, per Section 321216-2: an all-inclusive Unit Price, per Square Yard:

$$\text{Allowance Quantity: 2600 SY} \times \$ \frac{.93}{\text{(Unit Price)}} = \$ \underline{2,418.78} \text{ (J)}$$

Item 11: Access Road - Aggregate Base Class 1, per Section 321216-3: an all-inclusive Unit Price, per Ton:

$$\text{Allowance Quantity: 645 TN} \times \$ \frac{65.00}{\text{(Unit Price)}} = \$ \underline{41,925.00} \text{ (K)}$$

Item 12: Access Road - Marshall Type 1 & 2 Base, per Section 321216-4: an all-inclusive Unit Price, per Ton:

$$\text{Allowance Quantity: 871 TN} \times \$ \frac{202.06}{\text{(Unit Price)}} = \$ \underline{175,994.26} \text{ (L)}$$

Item 13: Access Road - Marshall Wearing Course, per Section 321216-5: an all-inclusive Unit Price, per Ton:

$$\text{Allowance Quantity: 145 TN} \times \$ \frac{190.00}{\text{(Unit Price)}} = \$ \underline{27,550.00} \text{ (M)}$$

Item 14: Access Road – Guardrail, per Section 321216-6: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 700 LF} \times \$ \frac{24.66}{\text{(Unit Price)}} = \$ \underline{17,262.00} \text{ (N)}$$

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Item 15: AEP Road – Guardrail Removal and Replacement, per Section 311216-7: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 910} \quad \text{LF} \quad \times \$ \frac{24.66}{(\text{Unit Price})} = \$ 21,478.86 \text{ (O)}$$

Item 16: WVRTP Service Drive – Pipe Gate, per Section 321216-5: an all-inclusive Unit Price, Each:

$$\text{Allowance Quantity: 1} \quad \text{EA} \quad \times \$ \frac{6,800.00}{(\text{Unit Price})} = \$ 6,800.00 \text{ (P)}$$

Item 17: Pavement Markings, per Section 321723: a lump sum Unit Price to cover all Pavement Markings:

$$\text{Allowance Quantity: 1} \quad \text{LS} \quad \times \$ \frac{22,000.00}{(\text{Unit Price})} = \$ 22,000.00 \text{ (Q)}$$

Item 18: SW Pond Emergency Spillway, per Section 334200-1: a lump sum Unit Price, per Each:

$$\text{Allowance Quantity: 2} \quad \text{EA} \quad \times \$ \frac{14,680.00}{(\text{Unit Price})} = \$ 20,360.00 \text{ (R)}$$

Item 19: Mod. Type B Inlet, per Section 334200-2: an all-inclusive Unit Price, per Each:

$$\text{Allowance Quantity: 13} \quad \text{EA} \quad \times \$ \frac{1,340.30}{(\text{Unit Price})} = \$ 17,423.90 \text{ (S)}$$

Item 20: Mod. Type G Inlet, per Section 334200-3: an all-inclusive Unit Price, per Each:

$$\text{Allowance Quantity: 7} \quad \text{EA} \quad \times \$ \frac{2,145.50}{(\text{Unit Price})} = \$ 15,018.50 \text{ (T)}$$

Item 21: Pre-Cast Pond Riser, per Section 334200-4: an all-inclusive Unit Price, per Each:

$$\text{Allowance Quantity: 2} \quad \text{EA} \quad \times \$ \frac{1,952}{(\text{Unit Price})} = \$ 3,904.00 \text{ (U)}$$

Item 22: 12" HDPE Culvert, per Section 334200-5: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 860} \quad \text{LF} \quad \times \$ \frac{8.00}{(\text{Unit Price})} = \$ 6,840.00 \text{ (V)}$$

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Item 23: 15" HDPE Culvert, per Section 334200-6: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 400 LF} \times \$ \frac{10.00}{\text{(Unit Price)}} = \$ \underline{4,500.00} \text{ (W)}$$

Item 24: 18" HDPE Culvert, per Section 334200-7: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 520 LF} \times \$ \frac{14.25}{\text{(Unit Price)}} = \$ \underline{7,410.00} \text{ (X)}$$

Item 25: 24" HDPE Culvert, per Section 334200-8: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 640 LF} \times \$ \frac{23.50}{\text{(Unit Price)}} = \$ \underline{14,805.00} \text{ (Y)}$$

Item 26: 36" HDPE Culvert, per Section 334200-9: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 120 LF} \times \$ \frac{40.25}{\text{(Unit Price)}} = \$ \underline{4,628.75} \text{ (Z)}$$

Item 27: Culvert No. 2 Riprap Outlet Ditch, per Section 334200-10: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 11 LF} \times \$ \frac{39.30}{\text{(Unit Price)}} = \$ \underline{4,519.50} \text{ (AA)}$$

Item 28: Culvert No. 3 Riprap Outlet Ditch, per Section 334200-11: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 26 LF} \times \$ \frac{38.50}{\text{(Unit Price)}} = \$ \underline{1,001.00} \text{ (BB)}$$

Item 29: Culvert No. 4 Riprap Outlet Ditch, per Section 334200-12: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 75 LF} \times \$ \frac{64.00}{\text{(Unit Price)}} = \$ \underline{4,800.00} \text{ (CC)}$$

Item 30: SW Ditch No. 1, per Section 334200-13: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: 173 LF} \times \$ \frac{34.50}{\text{(Unit Price)}} = \$ \underline{6,313.50} \text{ (DD)}$$

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Item 31: SW Ditch No. 2, per Section 334200-14: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: } 298 \quad \text{LF} \quad \times \$ \frac{34.50}{\text{(Unit Price)}} = \$ 10,281.00 \text{ (EE)}$$

Item 32: SW Ditch No. 3, per Section 334200-15: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: } 632 \quad \text{LF} \quad \times \$ \frac{38.25}{\text{(Unit Price)}} = \$ 31,785.75 \text{ (FF)}$$

Item 33: SW Ditch No. 4, per Section 334200-16: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: } 269 \quad \text{LF} \quad \times \$ \frac{38.25}{\text{(Unit Price)}} = \$ 10,251.00 \text{ (GG)}$$

Item 34: SW Ditch No. 5, per Section 334200-17: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: } 660 \quad \text{LF} \quad \times \$ \frac{36.50}{\text{(Unit Price)}} = \$ 24,820.00 \text{ (HH)}$$

Item 35: SW Ditch No. 6, per Section 334200-18: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: } 338 \quad \text{LF} \quad \times \$ \frac{36.50}{\text{(Unit Price)}} = \$ 12,300.50 \text{ (II)}$$

Item 36: Headwall No. 1 Riprap Apron: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: } 9 \quad \text{LF} \quad \times \$ \frac{128.44}{\text{(Unit Price)}} = \$ 1,156.00 \text{ (JJ)}$$

Item 37: Headwall No. 2 Grouted Riprap Apron: an all-inclusive Unit Price, per Linear Foot:

$$\text{Allowance Quantity: } 12 \quad \text{LF} \quad \times \$ \frac{221.33}{\text{(Unit Price)}} = \$ 2,656.00 \text{ (KK)}$$

TOTAL BID AMOUNT (if bidding electronically, enter this total value as the Contract Amount for wvOASIS Commodity Line 1)

Total of A+B+C+D+E+F+G+H+I+J+K+L+M+N+O+P+Q+R+S+T+U+V+W+X+Y+Z+AA+BB+CC+DD+EE+FF+GG+HH+II+JJ+KK =

\$ 1,650,937.15

One Million Six Hundred Fifty Thousand Nine Hundred Thirty Seven and 15/100 Dollars
(Show TOTAL amount in both words and numbers.)

BID BOND

Bond # 12158-BB-WV

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, K & N Contracting, Inc.
of 5146 Elk River Road, Elkview, WV 25071, as Principal, and First Surety Corporation
of 179 Summers St., Suite 307, Charleston WV, a corporation organized and existing under the laws of the State of West Virginia
with its principal office in the City of Charleston, WV, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of 5% 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
WV Consolidated State Lab Facility - Site Grading Package

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 Oblige 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 19 day of November, 20 24.

Principal Seal



K & N Contracting, Inc.

(Name of Principal)

By Kenneth E. Newhouse

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

President

(Title)

Surety Seal

First Surety Corporation

(Name of Surety)

Jason M. McCoy

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.

FIRST SURETY CORPORATION

179 Summers Street, Suite 307
Charleston, WV 25301
304-720-1985

Power of Attorney

No. 12158

This Power of Attorney must have original corporate seal to be valid.

Know all men by these presents: That First Surety Corporation, a corporation of the State of West Virginia, Having its principal office in the City of Charleston, West Virginia, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on 7th day of December 2017, to wit:

RESOLVED, That the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- 1) That the President, Treasurer, Secretary or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto, and that the President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorney-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- 2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- 3) The signature of the President, Treasurer, Secretary, or Assistant Secretary of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- 4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.

Does hereby nominate, constitute and appoint

BRADLEY W. TUCKWILLER and JASON M. MCCOY each individually, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding FIVE MILLION DOLLARS(\$5,000,000.00) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, Bradley W. Tuckwiller, President, has hereunto subscribed his name and affixed the corporate seal of FIRST SURETY CORPORATION the 19th day of November 2024.

SEAL

FIRST SURETY CORPORATION

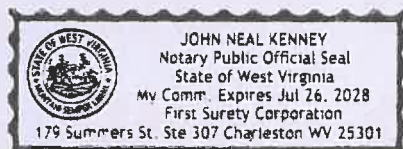


Bradley W. Tuckwiller

STATE OF WEST VIRGINIA)
)ss CHARLESTON
COUNTY OF KANAWHA)

On this 19th day of November 2024, before me, a Notary Public of the State of West Virginia, came Bradley W. Tuckwiller, President of **FIRST SURETY CORPORATION** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and the Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Charleston the day and year first above written.




Notary Public

I, the undersigned, Secretary or Assistant Secretary of **FIRST SURETY CORPORATION**, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary or Assistant Secretary, and affixed the corporate seal of the Corporation, this 19th day of November 2024.

SEAL


Robert J. Kenney or Jason M. McCoy
Secretary Assistant Secretary

West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, **First Surety Corporation**, domiciled in the State of **West Virginia**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

Marine - Article 1, Section 10(d)
Surety - Article 1, Section 10(f)(1)
Fire - Article 1, Section 10(c)
Casualty - Article 1, Section 10(e)
Surety - Article 1, Section 10(f)(2)
Surety - Article 1, Section 10(f)(3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2025, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2024.

Allan L. McVey
Insurance Commissioner

NAIC # 38504
SBS Company # 109405895

REQUEST FOR QUOTATION
WV Consolidated State Laboratory Facility - Site Grading Package
CRFQ GSD2500000010

15. MISCELLANEOUS:

- 15.1 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:	Timothy Keaton
Telephone Number:	(304) 965-9088
Fax Number:	(304) 965-9089
Email Address:	kncontract@gmail.com

Owner's Representative: Owner's representative for notice purposes is:

Name:	Rick Atencio
Telephone Number:	(304)352-5515
Fax Number:	(304)558-1475
Email Address:	richard.c.atencio@wv.gov

- 16 Initial Decision Maker:** ZMM Architects Engineers, the Engineer, shall serve as the Initial Decision Maker in matters relating to this contract.

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) Timothy Keaton, Project Manager

(Address) PO Box 607, Elkview, WV 25071

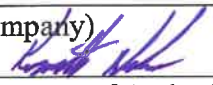
(Phone Number) / (Fax Number) (304) 965-9088 / (304) 965-9089

(email address) kncontract@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.

K & N Contracting Inc

(Company) 

(Signature of Authorized Representative)

Kenneth Newhouse, President

11/18/2024

(Printed Name and Title of Authorized Representative) (Date)

(304) 965-9088 / (304) 965-9089

(Phone Number) (Fax Number)

kncontract@gmail.com

(Email Address)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Mountain State Insurance Agency 1206 Kanawha Blvd. E. Suite 190 Charleston WV 25301-2949		CONTACT NAME: Beverly Holstine PHONE (A/C No. Ext.): (304) 720-2000 E-MAIL ADDRESS: bholstine@mountainstateinsurance.com FAX (A/C No.): (304) 720-2002													
INSURED K & N Contracting, Inc. P.O. Box 607 Elkview WV 25071		INSURER(S) AFFORDING COVERAGE <table><tr><td>INSURER A: Motorists Commercial Mutual Insurance Co.</td><td>NAIC # 13331</td></tr><tr><td>INSURER B: PinnaclePoint Insurance Company</td><td>15137</td></tr><tr><td>INSURER C: Argonaut Insurance Company</td><td>19860</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>		INSURER A: Motorists Commercial Mutual Insurance Co.	NAIC # 13331	INSURER B: PinnaclePoint Insurance Company	15137	INSURER C: Argonaut Insurance Company	19860	INSURER D:		INSURER E:		INSURER F:	
INSURER A: Motorists Commercial Mutual Insurance Co.	NAIC # 13331														
INSURER B: PinnaclePoint Insurance Company	15137														
INSURER C: Argonaut Insurance Company	19860														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL2411028491**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/NonContributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			5000081679	01/16/2024	01/16/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
	EACH OCCURRENCE	\$ 1,000,000																			
	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000																			
MED EXP (Any one person)	\$ 5,000																				
PERSONAL & ADV INJURY	\$ 1,000,000																				
GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
	\$																				
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5000081679	01/16/2024	01/16/2025	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																			
	BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			5000081870	01/16/2024	01/16/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
	EACH OCCURRENCE	\$ 5,000,000																			
	AGGREGATE	\$ 5,000,000																			
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below: Y/N <input checked="" type="checkbox"/> N/A			WCP7005277	01/16/2024	01/16/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td>Incl WV Broad Form</td></tr><tr><td>E L EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E L DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	Incl WV Broad Form	E L EACH ACCIDENT	\$ 1,000,000	E L DISEASE - EA EMPLOYEE	\$ 1,000,000	E L DISEASE - POLICY LIMIT	\$ 1,000,000						
	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	Incl WV Broad Form																			
	E L EACH ACCIDENT	\$ 1,000,000																			
E L DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E L DISEASE - POLICY LIMIT	\$ 1,000,000																				
C	Employers Liability - Ohio Stop Gap			WC928948737364	01/16/2024	01/16/2025	<table><tr><td>Each Accident</td><td>1,000,000</td></tr><tr><td>Disease Each Employee</td><td>1,000,000</td></tr><tr><td>Disease Policy Limit</td><td>1,000,000</td></tr></table>	Each Accident	1,000,000	Disease Each Employee	1,000,000	Disease Policy Limit	1,000,000								
	Each Accident	1,000,000																			
	Disease Each Employee	1,000,000																			
Disease Policy Limit	1,000,000																				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

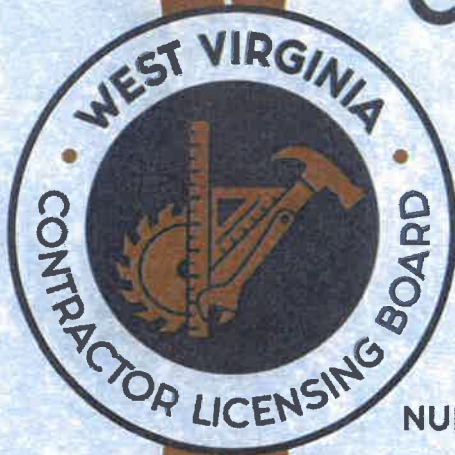
CERTIFICATE HOLDER**CANCELLATION**

Verification of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Beverly O. Holstine



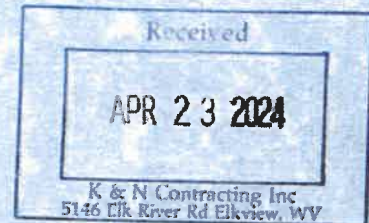
CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV035080

CLASSIFICATION:

EXCAVATION
SPECIALTY
DEMOLITION
LANDCLEARING
SOIL STABILIZATION



K & N CONTRACTING INC
DBA K & N CONTRACTING INC
PO BOX 607
ELKVIEW, WV 25071

DATE ISSUED

EXPIRATION DATE



Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

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

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

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

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

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

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

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: K & N Contracting Inc

Address: PO Box 607, Elkview, WV 25071

Name of Authorized Agent: Kenneth Newhouse Address: PO Box 607, Elkview, WV 20571

Contract Number: _____ Contract Description: _____

Governmental agency awarding contract: _____

☒ 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: November 19, 2024

Notary Verification

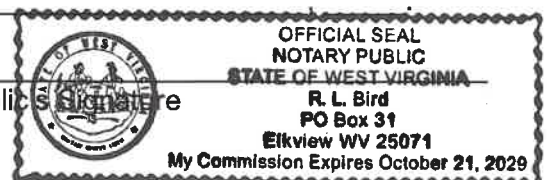
State of West Virginia, County of Kanawha:

I, Kenneth Newhouse, 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 19th day of November, 2024

R. L. Bird

Notary Public's Signature



To be completed by State Agency:

Date Received by state agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: K & N Contracting Inc

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
H & C Surfacing	
Orders Construction Co	

Attach additional pages if necessary



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

I, Kenneth Newhouse, after being first duly sworn, depose and state as follows:

1. I am an employee of K & N Contracting Inc; and,
 (Company Name)
2. I do hereby attest that K & N Contracting Inc
 (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: Kenneth Newhouse

Signature: 

Title: President

Company Name: K & N Contracting Inc

Date: November 18, 2024

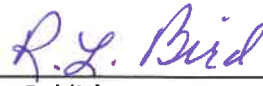
STATE OF WEST VIRGINIA,

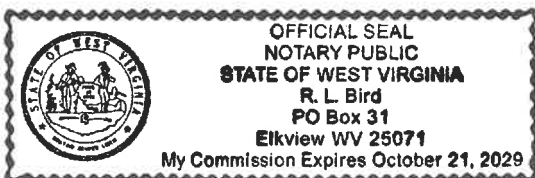
COUNTY OF Kanawha, TO-WIT:

Taken, subscribed and sworn to before me this 18 day of Nov., 2024.

By Commission expires Oct 21, 2029

(Seal)


 (Notary Public)



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ GSD2500000010

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

K & N Contracting Inc

Company


Authorized Signature

11/18/2024

Date

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



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: 1531431

Doc Description: WV Consolidated State Lab Facility - Site Grading Package

Reason for Modification:

Addendum No. 1

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2024-10-31	2024-11-20 13:30	CRFQ 0211 GSD2500000010	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 : K & N Contracting Inc

Address : PO Box 607

Street : 5146 Elk River Rd

City : Elkview, WV 25071

State : Country : USA Zip :

Principal Contact : Kenneth Newhouse

Vendor Contact Phone: (304) 965-9088 Extension:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X

FEIN# 13-4238473

DATE 11/18/24

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

	Document Phase	Document Description	Page 3
GSD2500000010	Final	WV Consolidated State Lab Facility - Site Grading Package	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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: 1531431			Reason for Modification: Addendum No. 2
Doc Description: WV Consolidated State Lab Facility - Site Grading Package			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2024-11-15	2024-11-20 13:30	CRFQ 0211 GSD2500000010	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 : K & N Contracting Inc
Address : PO Box 607
Street : 5146 Elk River Rd
City : Elkview
State : WV **Country :** USA **Zip :** 25071
Principal Contact : Kenneth Newhouse
Vendor Contact Phone: (304) 965-9088 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey
(304) 558-0094
melissa.k.pettrey@wv.gov

Vendor
Signature X 

FEIN# 13-4238473

DATE 11/18/24

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

	Document Phase	Document Description	Page 3
GSD2500000010	Final	WV Consolidated State Lab Facility - Site Grading Package	

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