



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header @ 4

List View

## General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1535631

Procurement Type: Central Purchase Order

Vendor ID: 000000203872

Legal Name: WISEMAN CONSTRUCTION COMPANY INC

Alias/DBA:

Total Bid: \$2,318,890.00

Response Date: 12/10/2024

Response Time: 13:17

Responded By User ID: wisemanconst

First Name: James

Last Name: Linkinoggor

Email: jlink@wisemancorp.com

Phone: 304-344-1200

SO Doc Code: CRFQ

SO Dept: 0310

SO Doc ID: DNR2500000006

Published Date: 11/18/24

Close Date: 12/10/24

Close Time: 13:30

Status: Closed

Solicitation Description: Hawks Nest State Park Tramway Upper &amp; Lower Terminal

Total of Header Attachments: 4

Total of All Attachments: 4



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

State of West Virginia  
Solicitation Response

**Proc Folder:** 1535631  
**Solicitation Description:** Hawks Nest State Park Tramway Upper & Lower Terminal  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2024-12-10 13:30	SR 0310 ESR12102400000003850	1

**VENDOR**  
000000203872  
WISEMAN CONSTRUCTION COMPANY INC

**Solicitation Number:** CRFQ 0310 DNR2500000006  
**Total Bid:** 2318890  
**Response Date:** 2024-12-10  
**Response Time:** 13:17:45  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
Joseph E Hager III  
(304) 558-2306  
joseph.e.hageriii@wv.gov

**Vendor**  
**Signature X** **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Building and Facility Construction and Maintenance Services				2318890.00

Comm Code	Manufacturer	Specification	Model #
72000000			

**Commodity Line Comments:**

**Extended Description:**

Hawks Nest State Park New Tramway Upper and Lower Terminal Construction.



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

<b>Proc Folder:</b> 1535631			<b>Reason for Modification:</b> Addendum #1 issued to publish pre-bid sign in sheet, agency responses to vendor submitted questions,..... See Page 2 for complete info
<b>Doc Description:</b> Hawks Nest State Park Tramway Upper & Lower Terminal			
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2024-11-18	2024-12-10 13:30	CRFQ 0310 DNR2500000006	2

<b>BID RECEIVING LOCATION</b>
BID CLERK DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US

<b>VENDOR</b>		
<b>Vendor Customer Code:</b> 709050415		
<b>Vendor Name :</b> Wiseman Construction Co., Inc.		
<b>Address :</b> 1157 Harmons Branch Rd.		
<b>Street :</b>		
<b>City :</b> Winfield		
<b>State :</b> WV	<b>Country :</b> USA	<b>Zip :</b> 25213
<b>Principal Contact :</b> John A. Wiseman		
<b>Vendor Contact Phone:</b> (304) 344-1200	<b>Extension:</b> 1	

<b>FOR INFORMATION CONTACT THE BUYER</b>
Joseph E Hager III (304) 558-2306 joseph.e.hageriii@wv.gov

<b>Vendor Signature X</b> 	<b>FEIN#</b> 55-0602314	<b>DATE</b> 12/10/2024
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All offers subject to all terms and conditions contained in this solicitation

**Reason for Modification:**

Addendum #1 issued to publish pre-bid sign in sheet, agency responses to vendor submitted questions, Revised Drawings, Geotechnical Report, and to extend the bid close date until 12/10/2024 @ 1:30 PM ET.

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of The West Virginia Division of Natural Resources to establish a contract for the construction of the Tramway Terminals at Hawks Nest State Park per the attached specifications and terms and conditions.

**INVOICE TO**

DIVISION OF NATURAL  
RESOURCES  
PARKS & RECREATION-PEM  
SECTION  
324 4TH AVE  
SOUTH CHARLESTON WV  
US

**SHIP TO**

DIVISION OF NATURAL  
RESOURCES  
HAWKS NEST STATE PARK  
49 HAWKS NEST PARK RD  
ANSTED WV  
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Building and Facility Construction and Maintenance Services		* See attached bid form		

Comm Code	Manufacturer	Specification	Model #
72000000			

**Extended Description:**

Hawks Nest State Park New Tramway Upper and Lower Terminal Construction.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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**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) John A. Wiseman, President

(Address) 1157 Harmons Branch Rd., Winfield, WV 2513

(Phone Number) / (Fax Number) (304) 344-1200 / NA

(email address) awiseman@wisemancorp.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.

Wiseman Construction Co., Inc.

(Company)

  
(Signature of Authorized Representative)

John A. Wiseman, President

December 10, 2024

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

(304) 344-1200 / NA

(Phone Number) (Fax Number)

awiseman@wisemancorp.com

(Email Address)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ DNR25\*06**

**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 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.

Wiseman Construction Co., Inc.

Company



Authorized Signature

December 10, 2024

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



REQUEST FOR QUOTATION  
Hawks Next State Park  
Upper and Lower Tram Terminals  
Construction

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**14. MISCELLANEOUS:**

**14.1. 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:** John A. Wiseman

**Telephone Number:** (304) 344-1200

**Fax Number:** NA

**Email Address:** awiseman@wisemancorp.com

**14.2. Owner's Representative:** Owner's representative for notice purposes is

**Name:** Matthew Yeager

**Telephone Number:** 304 558 2764

**Fax Number:** 304 558 0077

**Email Address:** matt.j.yeager@wv.gov

**15. Initial Decision Maker:** Rick Colebank, PE, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.



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

I, John A. Wiseman, after being first duly sworn, depose and state as follows:

1. I am an employee of Wiseman Construction Co., Inc.; and,  
(Company Name)
2. I do hereby attest that Wiseman Construction Co., 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: John A. Wiseman

Signature: 

Title: President

Company Name: Wiseman Construction Co., Inc.

Date: December 10, 2024

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

Taken, subscribed and sworn to before me this 10<sup>th</sup> day of December, 2024.

By Commission expires October 28, 2029

(Seal)



  
(Notary Public)

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: Wiseman Construction Co., Inc.

Authorized Signature:  Date: December 10, 2024

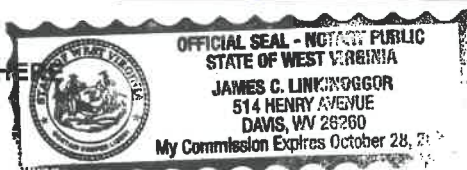
State of West Virginia

County of Putnam, to-wit:

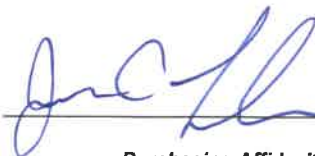
Taken, subscribed, and sworn to before me this 10<sup>th</sup> day of December, 2024.

My Commission expires October 28, 2029

AFFIX SEAL HERE



NOTARY PUBLIC



*Purchasing Affidavit (Revised 01/19/2018)*

State of West Virginia  
Purchasing Division

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**CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET**

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

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

**Contract Identification:**Contract Number: CRFQ 0310 DNR2500000006Contract Purpose: New ConstructionAgency Requesting Work: WVDNR

**Required Report Content:** The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☒ Information indicating the education and training service to the requirements of **West Virginia Code § 21-1D-5** was provided;
- ☒ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☒ Average number of employees in connection with the construction on the public improvement;
- ☒ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**Vendor Name: Wiseman Construction Co., Inc.Vendor Telephone: (304) 344-1200Vendor Address: 1157 Harmons Branch Rd.Vendor Fax: NAWinfield, WV 25213Vendor E-Mail: awiseman@wisemancorp.com

\*REPORT WILL BE SUBMITTED IF AWARDED CONTRACT AND AT COMPLETION OF PROJECT

EXHIBIT A – PRICING PAGE  
**Hawks Nest State Park**  
**Tramway Replacement Project**  
**Upper and Lower Tramway Terminals**

Name of Vendor:

Wiseman Construction Co., Inc.

Address of Vendor:

1157 Harmons Branch Rd.  
Winfield, WV 2513

Phone Number of  
Vendor:

(304) 344-1200

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**“A” Base Bid**

The Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Total Bid** shall be indicated in the space below.

**Total Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$2,568,890.00

**Total Bid:** Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

Two Million Five Hundred Sixty-Eight  
Thousand Eight Hundred Ninety Dollars

**Deductive Alternate**

The Alternate Bid shall consist of all the work described in the Project Manual but constructed without the roof coverings. The purpose of the deductive alternate is to construct the project as originally described but without the roof coverings at the upper and lower terminals.

**“B” Alternate No. 1** Provide a deductive amount to remove the roof coverings planned in the drawings from each terminal.

EXHIBIT A – PRICING PAGE  
**Hawks Nest State Park**  
**Tramway Replacement Project**  
**Upper and Lower Tramway Terminals**

**Total Alternate No. 1 Bid:**  
**“B”** Provide a deductive amount to remove the roof coverings planned in the drawings. **Written in numbers.**

(\$250,000.00)

**Total Alternate No. 1 Bid:**  
**“B”** Provide a deductive amount to remove the roof coverings planned in the drawings. **Written in words.**

(Two Hundred Fifty Thousand Dollars)

**Total Bid Amount is the TOTALS of A - B =**

**\$** 2,318,890.00

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wiseman Construction Company, Inc.  
of Winfield, WV, as Principal, and Ohio Farmers Insurance Company  
of Westfield Center, OH, a corporation organized and existing under the laws of the State of  
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 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  
Hawks Nest State Park Tramway Upper and Lower Terminal - According to Plans and Specifications

**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 21st day of November, 2024.

Principal Seal



Surety Seal



Wiseman Construction Company, Inc.

(Name of Principal)

By John A. Wiseman

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

John A. Wiseman, President  
(Title)

Ohio Farmers Insurance Company

(Name of Surety)

By Kimberly J. Wilkinson

Kimberly J. Wilkinson, WV Resident Agent

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.



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 10/03/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752152 06

General  
Power  
of Attorney

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JEREMY B. STANLEY, TERRI L. DODRILL,  
JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

**LIMITATION:** THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 03rd day of OCTOBER A.D., 2022.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
Gary W. Stumper, National Surety Leader and  
Senior Executive

State of Ohio  
County of Medina ss.:

On this 03rd day of OCTOBER A.D., 2022, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 21st day of November A.D., 2024



Frank A. Carrino, Secretary





# CONTRACTOR LICENSE

AUTHORIZED BY THE  
West Virginia Contractor  
Licensing Board

NUMBER: **WV000836**

## CLASSIFICATION:

GENERAL BUILDING  
GENERAL ENGINEERING  
MULTIFAMILY  
PIPING  
MASONRY  
CONCRETE  
PAINTING  
SPECIALTY

WISEMAN CONSTRUCTION CO INC  
DBA WISEMAN CONSTRUCTION CO INC  
1157 HARMONS BRANCH RD  
WINFIELD, WV 25213

DATE ISSUED

SEPTEMBER 07, 2024.

EXPIRATION DATE

SEPTEMBER 07, 2025.

Authorized Signature

Chair, West Virginia Contractor  
Licensing Board



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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/28/2024

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).

<b>PRODUCER</b> George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	<b>CONTACT NAME:</b> Jeff O'Dell <b>PHONE (A/C, No, Ext):</b> 304-357-4520 <b>E-MAIL ADDRESS:</b> jeffodell@friedlandercompany.com <b>FAX (A/C, No):</b> 304-345-8724
<b>INSURED</b> Wiseman Construction Co., Inc. 1157 Harmons Branch Road Winfield WV 25213	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Westfield Insurance <b>INSURER B:</b> Encova Insurance <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 1959227510**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	CMM1886950	10/4/2024	10/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	CMM1886950	10/4/2024	10/4/2025	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ NONE	Y	CMM1886950	10/4/2024	10/4/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WCN6007642	10/4/2024	10/4/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: WV Turnpike - Contract 1C-25, Culvert Retrofit Contract for Mercer, Raleigh, Fayette and Kanawha Counties, West Virginia.  
WVPA, HNTB Corporation, the Engineer and his consultants and each of their officers, agents, and employees are Additional Insureds with respect to work performed for them by the Named Insured.

**CERTIFICATE HOLDER****CANCELLATION**

TO WHOM IT MAY CONCERN

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

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