



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 1

List View

General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 1831583

Procurement Type: Central Purchase Order

Vendor ID: 000000176676

Legal Name: OHIO WV EXCAVATING CO

Alias/DBA:

Total Bid: \$3,185,260.22

Response Date: 12/18/2025

Response Time: 11:29

Responded By User ID: owvexc

First Name: Kevin

Last Name: Winkler

Email: owv@owvexcavating.com

Phone: 740-676-7464

SO Doc Code: CRFQ

SO Dept: 0310

SO Doc ID: DNR2600000007

Published Date: 12/11/25

Close Date: 12/18/25

Close Time: 13:30

Status: Closed

Solicitation Description: Bear Rock Lakes Dam Modifications
REBID

Total of Header Attachments: 1

Total of All Attachments: 1



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: 1831583
Solicitation Description: Bear Rock Lakes Dam Modifications REBID
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-12-18 13:30	SR 0310 ESR12182500000003588	1

VENDOR
000000176676
OHIO WV EXCAVATING CO

Solicitation Number: CRFQ 0310 DNR2600000007
Total Bid: 3185260.220000000204890966415 **Response Date:** 2025-12-18 **Response Time:** 11:29:06
Comments:

FOR INFORMATION CONTACT THE BUYER
Joseph (Josh) 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	Dam/Impoundment Modifications Construction Services				3185260.22

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

Dam/Impoundment Modifications Construction Services



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: 1831583			Reason for Modification: Addendum #1 issued to publish pre-bid sign in sheet and agency responses to all vendor submitted questions.
Doc Description: Bear Rock Lakes Dam Modifications REBID			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-12-11	2025-12-18 13:30	CRFQ 0310 DNR2600000007	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: **000000176676**
Vendor Name : **Ohio-West Virginia Excavating Co.**
Address : **P.O. Box 128**
Street :
City : **Powhatan Point**
State : **OH** Country : **USA** Zip : **43942**
Principal Contact : **Brian Hendershot, President**
Vendor Contact Phone: **740-676-7464** Extension:

FOR INFORMATION CONTACT THE BUYER

Joseph (Josh) E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov



Signature X

FEIN# **34-1421920**

DATE **12/18/25**

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Bear Rock Lakes Wildlife Management Area (WMA), to establish a contract for the construction of Bear Rock Dam No. 1 and Dam No.2. Modifications per the attached specifications and terms and conditions.

INVOICE TO**SHIP TO**

DIVISION OF NATURAL
RESOURCES
112 CALIFORNIA AVENUE

BLDG 4
CHARLESTON WW
US

DIVISION OF NATURAL
RESOURCES
BEAR ROCK LAKES
WILDLIFE MANAGEMENT
AREA
266 BEAR ROCK DR
VALLEY GROVE WW
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Dam/Impoundment Modifications Construction Services				

Comm Code**Manufacturer****Specification****Model #**

72000000

Extended Description:

Dam/Impoundment Modifications Construction Services

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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	Document Phase	Document Description	Page 3
DNR2600000007	Final	Bear Rock Lakes Dam Modifications REBID	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

Bear Rock Lakes WMA
Valley Grove, WV 26060
Ohio County
~ 40°04'52"N 80°32'08"W

On 12/03/2025 @ 11am ET.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: 12/05/2025 @ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Joseph.E.HagerIII@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through *wvOASIS*, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through *wvOASIS* at its sole discretion. Such a prohibition will be contained and communicated in the *wvOASIS* system resulting in the Vendor's inability to submit bids through *wvOASIS*. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in *wvOASIS* are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in *wvOASIS*. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus _____ convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0310 DNR26*00000007

BID OPENING DATE: see section 7

BID OPENING TIME: see section 7

FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 12/18/2025 @ 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor *wvOASIS* or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ 545 _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☒ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$500,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☒ \$350.00 for each day beyond the contract completion date.

☐ Liquidated Damages Contained in the Specifications.

☐ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- ☒ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**
- ☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- ☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. 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. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) 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 should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

5. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

7. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

8. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

10. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Ohio-West Virginia Excavating Co.

☐ 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.
Green Acres Contracting	WV001297
Verdantas Surveying	

Attach additional pages if necessary

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) Kaitlyn Smith, Contract Administration

(Address) P.O. Box 128, Powhatan Point, OH 43942

(Phone Number) / (Fax Number) 740-676-7464 / 740-676-4410

(email address) owv@owvexcavating.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.



Ohio-West Virginia Excavating Co.

(Company)

Brian Hendershot
(Signature of Authorized Representative)

Brian Hendershot, President

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

740-676-7464 / 740-676-4410

(Phone Number) (Fax Number)

owv@owvexcavating.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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.

Ohio-West Virginia Excavating Co.

Company



Authorized Signature

12/18/2025

Date

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



ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DNR26*07

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

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Ohio-West Virginia Excavating Co.



Company

[Signature]

Authorized Signature

12/18/2025

Date

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

SOLICITATION NUMBER: CRFQ DNR2600000007

Addendum Number:

No.01

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ | Modify bid opening date and time
- ☒ | Modify specifications of product or service being sought
- ☒ | Attachment of vendor questions and responses
- ☒ | Attachment of pre-bid sign-in sheet
- ☐ | Correction of error
- ☐ | Other

Description of Modification to Solicitation:

Addendum issued to publish and distribute the attached documentation to the vendor community:

1. A copy of the pre-bid sign in sheets.
2. Vendor questions and responses.
3. Changes / Clarification of specifications.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

Pre-Work Sign-In Sheet

Solicitation Number: CRFQ Bear Rocks Dams Mods

Date of Pre-Work Meeting: Sept. 3 @ 11 am

Location of Pre-work Meeting: Bear Rocks Lake Dam

Please Note:

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.
Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.
For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Meadows Ent.	Manoah Meadows	PO Box 905 Coal Ridge WV 26825	304- 890-6064		mmeadows2109@gmail.com
YUKON MANAGEMENT	Jeff Madson	3035 C Street Anchorage ALASKA	304 573-8159		tjdenhue@yukonmgt.com
DOSS Enterprises	Greg Miller	190 Midstream Way Tane Lew WV 26378	304 517-6892		greg@dossenterprises.com
Ampeco Inc	Les Paillion	P.O. Box 681 Elkview, WV 25071	304 539-8497		Mgrading@Aol.com
LAURITA INC	DYLAN BOWERS	3748 DENTS RUN BLVD STE A MORGANTOWN, WV 26501	304 296-7531		DBOWERS@LAURITA.COM
Ohio West Virginia Exc	Dennis Palick	PO Box 128 Shady Side Poultice Pt 43997	740-310-0888		dpa1ick@ohioexcavating.com

***One Vendor Per Representative** - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

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<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
J. m Orchard	Chris West Virginia Exc				
Joseph Anderson Excavating	Joseph Casey Bartholow	543 Williams Rd Martinsburg WV, 26501	304-983-2296 681-609-1039		Jbartholow@andersonexcavating.com
Anko Construction	Wade Lucey	4860 Fork Ridge Rd Glen Easton WV 26039	304 843 4666		WLucy@ ankoconstruction.com
Core and Main Site Solutions	Mark Stolke	Nutter Fort, WV	304. 206. 7808		mark.stolke@ coreandmain.com
WV DNR	Jason Dingess	112 California Ave Charleston, WV 25307	-	-	-

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RFI: Vendor Questions for CRFQ DNR 26*07 Bear Rocks Lake Dam Modifications

Q.1. DO THE FISHERMAN TRAILS GET FABRIC BENEATH THE STONE?

A. Yes, see details Sheet D4.

Q.2. IS THE FISHERMAN TRAIL STONE INCIDENTAL TO THE TRAIL?

A. Yes.

Q.3. IS MONUMENT RAISING INCIDENTAL AND TO WHICH BID ITEM, AND HOW MANY MONUMENTS ARE THERE TO RAISE?

A. Yes it is incidental to Pay Item 5 Excavation. There are 2 monitoring wells at Dam 1 (B-5 and 5A) and there are 3 at Dam 2 (4, 11A, and 12A). There are five total. The monitoring wells are shown on Sheet 01 and the detail on Sheet D4. The List of monitoring wells provided on the detail on Sheet D4 is incorrect. A corrected list is provided below:

Dam 1 - B-5

Dam 1 - B-5A

Dam 2 - B-4

Dam 2 - B-11A

Dam 2 - B-12A

Q.4. CAN THE CONCRETE WINGWALLS BE PRECAST?

A. Yes.

Q.5. CAN THE CONCRETE DEMO BE UTILIZED IN THE ROCK FILL ZONE IF REBAR IS REMOVED?

A. No.

Q.6. IS COHESIVE MATERIAL AVAILABLE WITHIN THE EXCAVATION?

A. Yes. See boring logs and sections for limits of excavation.

Q.7. IS THE COARSE AND SAND MATERIALS INCIDENTAL TO THE 42" PSW PIPE EXTENTIONS?

A. Yes.

Q.8. CAN THE CONCRETE USED IN THE ESW CUT OFF WALL BE FIBER REINFORCED AS AN ALTERNATE TO REBAR?

A. No.

Q.9. CAN CLEARING MATERIALS BE BURNED ON SITE?

A. Yes with proper permits. Windrowing is also allowed.

Q.10. IS THERE A LOCATION FOR THE REQUIRED OFFICE TRAILER?

A. The location will be determined at the Pre-Construction Conference.

Q.11. IS THERE EXISTING UTILITIES FOR THE OFFICE TRAILER?

A. No.

Q.12. IS THERE A PROJECT FUNDING SIGN?

A. No. A sign is required for the construction stormwater permit as indicated in the SWPPP.

Q.13. IS THERE REQUIRED OUTFALL SIGNAGE?

A. No.

Q.14. HOW MANY SETTLEMENT POINTS ARE REQUIRED?

A. 2 monuments are located on Dam 1 and 3 on Dam 2. See Sheets 06 and 04 for location.

Q.15. HOW MANY MONITORING WELLS ARE THERE TO RAISE?

A. See response to Q3 and 14.

Q.16. IS THE 6" PERF AND SOILD PIPE INCIDENTAL TO THE 42" PSW PIPE?

A. Yes.

Q.17. DEWATERING, ARE THERE ANY HISTORICAL FLOW NUMBERS THAT CAN BE PROVIDED?

A. No.

Q.18. WHO IS RESPONSIBLE IF A CATASTROPHIC RAIN EVENT HITS THE PROJECT? THERE IS NOT A PUMP BUILT TO HANDLE AN EXCESSIVE RAIN EVENT?

A. The contractor is responsible for damage. See Specification Section 2.16.2 Method and Requirements.

Q.19. IS THE PSW PIPE CURRENTLY IN PLACE CAPABLE OF FLOWING FULL OPEN IF A RAIN EVENT HAPPENS?

A. Yes.

Q.20. HAS WATER EVER RELEASE THROUGH EITHER ESW ON THE CURRENT DAMS?

A. Yes. During flooding in the Wheeling area earlier this year, the ESW's operated. No damage to the spillways or dam occurred.

Q.21. ARE THE FINE AND COARSE DRAIN ZONES PAID THROUGH THEIR RESPECTIVE STONE ITEMS?

A. Yes.

Q.22. CAN EXISTING RIP RAP BE SALVAGED FOR REUSE AS AVAILABLE?

A. No.

Q.23. IS THE CLEANING OF BEDROCK ONLY BENEATH THE COHESIVE FILL ZONES?

A. Yes but only required in the existing ESW at Dam 1 where it is to be abandoned and filled. It will be important to have the new ESW constructed at Dam 1 before the existing spillway is filled.

Q.24. HOW IS CLEANING BEDROCK TO BE PAID FOR?

A. This item is subsidiary to Pay Item 5 and no separate payment will be made.

Q.25. X-SECTION 1-1 DRAWING 04 IS EXCAVATION TO TO THE EXISTING COHESIVE LAYER?

A. The excavation will be extended to bedrock and the rock surface cleaned in the ESW to be filled. The embankment excavation will extend into the dam embankment as shown on the Plans.

Q.26. SAWCUTTING THE CUTOFF WALLS PRIOR TO HOE RAMMING THE ROCK WILL BE NEARLY IMPOSSIBLE DUE TO DEPTH, IS THERE AN ALTERNATIVE METHOD ACCEPTABLE?THE PSW RISER PATCHING, IS THERE A SPECIFIC PRODUCT TO BE USED OR JUST A GOOD QUALITY NONSHRINK MATERIAL?

A. The cut off wall is to be constructed as designed. Means and methods are to be determined by the Contractor and approved by the Engineer. The material proposed to be used for PSW patching does need to be a non-shrink material that will need to be submitted and approved by Engineer.

Q.27. IS THERE AN ENGINEERS ESTIMATE?

A. Yes. However, this information is not disclosed to bidders.

Q.28. WHEN IS IT ANTICIPATED THE WORK WOULD BE AWARDED?

A. January or February 2026.

Q.29. WHEN IS THE WORK ANTICIPATED TO BEGIN?

A. January or February 2026.

Q.30. IS THE FINE FILTER MATERIAL NONCAL MATERIALS SUCH AS MASONRY SAND?

A. Fine filter aggregate will be ASTM C33 Concrete Sand.

Q.31. ARE THE REMAINING ROCK MATERIALS LIMESTONE?

A. There is limestone onsite. Please refer to the Boring Logs attached to the Specifications.

Q.32.Boring B-1A was drilled at the top of the cut for new emergency spillway at Dam No.1, hard sandstone was encountered at depth of 23.5'. The plan final slope is 2.5:1. If hard rock is encountered during excavation, can the slope be steepened to hit the 1090 while maintaining a 50' wide channel? This same situation occurs at Dam No. 2.

A. The channel slopes must be constructed per plan. Any deviation from the plan will require WVDEP Dam Safety and Engineer approval.

Q.33. Item 14 – 7.93 Acres Seeding Fertilizing, and Mulching – Does this include the borrow and waste sites?

A. Yes.

Q.34. May WVDOH 307-1 be substituted for WVDOH 307-2? Atterberg limit test was performed for the WVDOH Certification, will it be required to test again?

A. Yes. Crushed stone must be provided by a WVDOH certified supplier. No other testing will be required unless the material, in the opinion of the Engineer, would be different from the certification provided by the supplier.

Q.35. Specification number 1.13- Field Office – it is required, what is the required size and specifications to be included in the field office?

A. An 8 x 20 office should be sufficient. The office should be fitted with two desks, chairs, and a table for plan viewing. Power for lights should be provided. A portable heater or ac can be provided if needed.

Q.36. Specification number 1.17 – Quality Assurance Control- will engineer accept supplier certification of compliance in lieu of specified testing when supplier is qualified by the WVDOH?

A. Yes for crushed stone and rip rap materials.

Q.37. Can broken concrete be used as substitute for commercial Riprap?

A. No.

Q.38. Sheet O4 - are sections available to the right and left of the Fisherman's Trail Type 1 from the dam so that we can calculate the Riprap required, which is incidental to the item?

A. No. See bid sheet for the length of the trail and type of trail to be constructed and the detail on Sheet D4.

Q.39. Specification number 2.17 – Crushed Stone Aggregate, No. 1 Stone, Fisherman's Trail Type 1, Type 2, and Type 3, and Concrete Stop Blocks – existing access road and new access road are show on the design drawing. We can not find the drawings to give us specific limits and description of work required?

A. There is a pay item for concrete stop blocks. 36 are shown on the bid sheet. See Drawing 06 for the stop block locations. Fisherman's trail type 1, 2, 3, and the access trail are shown on Drawing Sheet 01 as dashed lines. Refer to the legend and details for these features.

Q.40. Construction Sequence Note 7 -Remove temporary measures and reclaim affected area after site is vegetated. Then in Note 13 Erosion and Sediment control measures will be removed by owner. Who is to remove the temporary measures?

A. To clarify, the Contractor will remove all E&S measures and spot seed after the site is revegetated. Note 13 referring to Owner removal of E&S is incorrect. Owner should be replaced by Contractor on this note.

Q.41. Sheet D8 talks about vegetated "vee" channels with erosion control matting with vegetation lining, where are these located?

A. See Drawing Sheet 03. Temporary ditching is required downstream of Dam 1.

Q.42. ARE THE REMAINING ROCK MATERIALS LIMESTONE?

A. There is limestone onsite. Please refer to the Boring Logs attached to the Specifications.

Q.43. CAN YOU SPEC THE LAKE AERIATORS FOR EACH LAKE?

A. Aeration will not be required for the project at this time. If there is a need for aeration, we will handle that item by change order during construction.

Q.44. IS THE ACCESS ROAD SHOWN ON SHEET 01 THE CONSTRUCTION EQUIPMENT ACCESS BETWEEN DAMS?

A. Construction access roads are denoted by a "CA" line type on Drawing Sheet 01.

Q.45. DOES IT GET ANY STONE COATING? DOES IT GET RECLAIMED UPON COMPLETION? SEEDED & MULCHED?

A. Pay Items 17.1 and 17.2 provide crushed stone quantities for construction access road stabilization at the discretion of the Engineer. If required and approved, these items will be paid per ton. The construction access road is to be returned to it's original or better condition at completion of the project.

Q.46. DOES CONSTRUCTION ACCESS GET PAID FOR AS INCIDENTAL TO ANYTHING?

A. Construction access is subsidiary to the project and no separate payment will be made. Pay Items 17.1 and 17.2 provide crushed stone for stabilization if required and approved by the Engineer.

Q.47. WHERE CAN STUMPS BE DISPOSED OF AND WHAT METHOD?

A. Section 1.12 of the specifications allows stumps to be buried, chipped, or burned. Stumps can also be windrowed with other clearing debris.

Q.48. CLEARING WAS STATED IN PREBID TO BE WINDROWED, HOWEVER SPECS SAY BURNT OR CHIPED CAN YOU CLARIFY?

A. Windrowing is allowed.

Q.49. ARE SUBMITTALS ACCEPTABLE ELECTRONICALLY OR IN WRITING?

A. Electronic submittals in pdf format are acceptable and encouraged.

Q.50 PAY FOR EMBANKMENT IS PAID AS IN PLACE? SO THERE IS NO PAY FOR BORROW IF NEEDED?

A. There is no pay item for borrow. It is subsidiary to the fill pay items.

Q.51. WHERE IS THE WASTE AREA? IS IT WITHIN THE PROPOSED BORROW AREA? HOW CAN IT BE ACCESSED FROM LAKE 2?

A. There is a waste area downstream of Dam 2 and the borrow area at Dam 1 can be used for waste but only after all suitable material needed for the project has been removed.

Q.52. THE EXISTING 42" PSW PIPE WAS STATED TO BE SLIPLINED WITHIN AN OLDER CONCRETE BOX CULVERT. IS THE ANNULUS GROUTED? WILL IT REQUIRE CAREFUL HAND CHIPPING TO EXPOSE IT FOR THE ELECTRONIC COUPLER?

A. The old concrete box has been slip lined with a 42 inch diameter HDPE pipe. The HDPE pipe extends out beyond the demolition limits and grout removal should not be required for the electrofusion coupler.

Q.53. DEWATERING @ 1' PER DAY IN TIMES OF RAIN AND HUGE STORMS HOW IS IT EXPECTED TO BE MAINTAINED AT THE LOW LEVEL MARK?

A. The contractor will be required to maintain a dewatering system consisting of siphons and pumps. Some fluctuation of the lake level is expected. If a major storm event would occur and fill the lake substantially, a slow drawdown would be necessary.

Q.59. THE FISHERMANS TRAIL RUNNING FROM DAM 1 TO DAM 3, DOES IT GET FAABRIC & STONE? HOW WILL THIS BE PAID FOR?

A. Yes where it runs along the lake and it is a Fisherman's Trail Type 2. The length of Type 2 trail is shown on Drawing Sheet 01 as a light brown dash line. See drawing sheet and legend. As shown on Drawing Sheet 01, some of the trail is Fishermans Trail Type 2 and some is an access trail for hikers. Only the Fishermans Trail Type 2 gets fabric and stone.

Q.60. TOPSOIL REDISTRIBUTION ON DISTURBED AREAS, HOW WILL THIS BE PAID FOR?

A. Topsoiling is incidental to seeding and no separate payment will be made. See Pay Item 14.

Q.61. FOUNDATION CLEANING, CAN YOU QUANTIFY THE CLEANING AREA? HOW EXTENSIVE WILL THIS REQUIREMENT BE, SPECS MENTION HAND CLEANING AND DENTAL GROUTING. CAN THESE ITEMS BE QUANTIFIED TO MAKE THE BID PROCESS MORE FAIR? ADD AN ITEM FOR CLEANING AND ONE FOR DENTAL GROUTING WITH AT LEAST AN ESTIMATED QUANTITY?

A. See Drawing Sheet 04 and Section 1-1 for limits of foundation preparation. The amount of cleaning will be determined in the field. The need for dental concrete or grout is unlikely but cannot be determined until the bedrock surface is exposed. The intent is to obtain a tight seal between the rock surface and cohesive embankment so that seepage along the interface does not occur.

Q.62. RANDOM FILL HAS A MAX PARTICLE SIZE OF 8" CAN THIS BE INCREASED TO 15 TO 18"?

A. No.

Q.63. WILL COHESIVE FILL MATERIAL REQUIRE SCREENING TO REACH THE 2" MAX PARTICLE SIZE?

A. Refer to Section 2.07.3.2 for material requirements. Specifications allow occasional 2 inch rock particles but no rock clusters. We believe there should be suitable material onsite that can be used as cohesive fill without screening. However, suitable material may need to be separated during excavation and stockpiled for later use. Also, oversize and excessive numbers of rocks may need to be removed from the lift by hand labor or mechanical means before compaction.

Q.64. SOIL COVER SPEC MENTIONS PROCESSING WILL THIS BE A REQUIREMENT?

A. Yes. Oversize rocks will need to be removed from the soil cover by hand methods or mechanical means. At completion, the intent is to have a surface free of large rocks so that it can be mowed.

Q.65. THE ACCESS TRAIL FROM DAM 1 TO DAM 3 DOES THIS GET SILT FENCE THE ENTIRE DISTANCE?

A. No. Refer to Drawing Sheet 03.

Q.66. HOW DOES THE ACCESS TRAIL GET PAID FOR? IS IT INCIDENTAL TO SOMETHING? CAN IT BE SEPERATED WITH A BID ITEM?

A. There is a pay item for Access Trail. See Pay Item 18.

Q.67. Sheet 06 Monitoring Wells – Is that found on Sheet D4 Observation Well Raising Details?

A. Yes.

Q.68. Sheet D5 Settlement Monuments – Where are they located?

A. See Drawing Sheets 04 and 06.

Q.69. 2.02 Clearing & Grubbing – Clearing debris may be windrowed along the edge of the project if approved by the Engineer? What can be windrowed? Stumps also.

A. Stumps can be disposed of as described in Section 1.12 or windrowed.

Q.70 Will woven belted silt fence be paid as item for all Borrow & Waste Sites?

A. Yes.

Q.71. Section 218 Access Trail – Since it is in the LOD, will this item be paid under clearing & grubbing and any temporary erosion control?

A. Clearing and grubbing is not required along the access trails. The trail alignment will be adjusted to avoid large trees and only removal of small saplings and brush is anticipated. Grading is expected to be minimal. The access trail is basically a hiking trail. Refer to Sheet D8 for details.

Q.72. Section 2.04.4 – Will a floating aerator and power supply be provided & installed to support fish be directed by the Engineer?

A. No, the aerators and power supply will not be required at this time. If there is a need for aeration, this item will be handled by change order.

Q.73. Is there a target dissolved oxygen level that needs to be maintained?

A. No.

Q.74, What is the shape and dimensions of the lakes?

A. Refer to site plans.

Q.75. What is the volume of the lakes?

A. Not available.

Q.76. Power on site?

A. No.

Q.77. Length of project?

A. The contractor has 545 days to complete after NTP.

Q.78. Will any additional SWPPP or Permits be required other than what has already been approved?

A. No.

Changes / Clarifications:

- **SECTION 1.03 ACCESS TO SITE:** The WMA will be closed by DNR for fishing and hunting during construction to the extent possible and the contractor will place signage to indicate road closed at a location to be approved by the Engineer. However, as pointed out during the pre-bid meeting there are many access points to the WMA and it will not be possible to completely close the land to persons entering around the perimeter of the WMA. Also, if work has begun or is ongoing prior to the first week of Rifle Deer Season (week of Thanksgiving), the contractor will stop work for that week and this stoppage will not be considered as project delay and will need to be built into the Contractor's schedule.
- **SECTION 1.10 BORROW AREA:**
Replace the next to the last paragraph in this section as noted:

Specification currently reads:

Borrow stripping and stockpiling topsoil, excavation, loading, hauling, and reclamation grading shall be included in Pay Item 5.0 Excavation. Material sampling and testing from excavation and/or borrow area for compliance with these Specifications shall be included in this pay item. No separate payment shall be made for this work.

Replace this section with the following paragraph:

Borrow stripping and stockpiling topsoil, excavation, loading, hauling, and reclamation grading shall be incidental to the fill pay items and no separate payment will be made.

- **SECTION 2.13 DEMOLISH AND DISPOSE OF EXISTING WINGWALLS**
Section 2.13 of the Specifications is revised by this addendum to include demolition of existing concrete cut off walls in the existing Emergency Spillway of Dam No. 2. This work is in addition to the wingwall demolition and will be included as part of the lump sum demolition cost for this pay item. This addendum does not change or alter the content of this specification and all provisions still apply.

- **SECTION 2.02 CLEARING & GRUBBING.**

To emphasize information provided, clearing can only be performed during the period of November 15 thru March 31 unless approved by the Engineer and Owner.

As provided in Section 2.02.2, Clearing debris including stumps may be windrowed along the edges of the project if approved by the Engineer and if it does not interfere with access to or use of the dam, lakes, and Wildlife Management Area. Clearing debris or ashes from burning cannot be disposed of in the fill areas. Windrows are approved and shall be no more than 8 ft. tall. Also, a 10 ft. gap will be provided between the ends of the windrow at 50 ft. intervals to provide access and serve as a hunter and wildlife passage.

REQUEST FOR QUOTATION
Bear Rock Lakes WMA
Dam Modifications

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources, Bear Rock Lakes Wildlife Management Area (WMA), to establish a contract for the construction of Bear Rock Dam No. 1 and Dam No.2. Modifications. Civil Tech Engineering Inc., is serving as the Architect/Engineer on this project.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
 - 2.1 **"Construction Services"** means the construction of Dam No.1 and Dam No. 2 Modifications at Bear Rocks WMA and all other work as more fully described in these specifications and the Specifications/Plans.
 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 **"Specifications/Plans"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least [3] projects that involved work similar and show proof to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in

REQUEST FOR QUOTATION
Bear Rock Lakes WMA
Dam Modifications

this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.
Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.
8. **RETAINAGE:** Agency is entitled to withhold ten percent (10%) from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.
9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
10. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by day 490 of the contract period and final completion by day 545 of the contract period. Failure to meet the deadlines established herein, unless extended by change order

REQUEST FOR QUOTATION
Bear Rock Lakes WMA
Dam Modifications

authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

- 11. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

Mark E. Pennington MS, PE
Civil Tech Engineering Inc.
300A Prestige Drive
Hurricane, WV 25526
304-709-2332
civiltech1@frontier.com

Digital copy of plans is free. Paper copy of plans is not available.

Copies of project plans can be examined at the following locations

Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074
Email: planroom@cwv.org

Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014
Email: Luther@kvba.com

Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126
Email: ceaplanroom@ceawv.com

REQUEST FOR QUOTATION
Bear Rock Lakes WMA
Dam Modifications

Parkersburg Marietta Contractors Association
2905 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622
Email: pmcadesk@gmail.com

Ohio Valley Construction Employers Council
21 Armory Drive
Wheeling, WV 26003
Phone: 304-242-0520
Fax: 304-242-7261
Email: ovcec@ovcec.com

- 12. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
- 13. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 13.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 13.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 13.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 13.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 13.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
Bear Rock Lakes WMA
Dam Modifications

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: Travis Fogle

Telephone Number: 740-676-7464

Fax Number: 740-676-4410

Email Address: owv@owvexcavating.com

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

Name: Jason Dingess

Telephone Number: (304) 558-2764

Fax Number: _____

Email Address: Jason.R.Dingess@wv.gov

15. Initial Decision Maker: Civil Tech Engineering Inc., the Engineer/Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

EXHIBIT A – PRICING PAGE
Bear Rock Lakes WMA Dam Modifications

Name of Bidder:

Ohio-West Virginia Excavating Co.

Address of Bidder:

**P.O. Box 128,
Powhatan Point, OH 43942**

Phone Number of Bidder:

740-676-7464

WV Contractors License
No.

WV005911

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, 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.

Base Bid

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

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

\$ 3,185,260.22

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

Three Million One-Hundred Eighty-Five Thousand Two Hundred Sixty Dollars and Twenty-Two Cents

**Bear Rock Lakes WMA Dam #1 and Dam #2 Modifications
Contractor's Bid Sheet - Rev. 2.0**

ISSUED 03/27/25

Company Name: Ohio-West Virginia Excavating Co.

Address: P.O. Box 128

Powhatan Point, OH 43942

NOTE: The WVDNR reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appears to be unreasonable.

ITEM NO.	QUANTITY		DESCRIPTION	UNIT PRICE (\$)	AMOUNT (\$)
1.0	1	LS	Surveying (Limited to 5% of Total Bid)	\$100,000.00	\$100,000.00
2.0	1	LS	Quality Control Testing (Limited to 5% of Total Bid)	\$100,000.00	\$100,000.00
3.0	1	LS	Mobilization and Demobilization (Limited to 10% of Total Bid)	\$100,000.00	\$100,000.00
4.0	5.7	AC	Clearing and Grubbing	\$20,000.00	\$114,000.00
5.0	24149	CY	Excavation	\$33.00	\$796,917.00
6.0	22	CY	Reinforced Concrete	\$4,828.01	\$106,216.22
7.1	2353	CY	Cohesive Fill	\$10.00	\$23,530.00
7.2	18258	CY	Random Fill	\$12.00	\$219,096.00
8.1	125	CY	Coarse Filter	\$225.00	\$28,125.00
8.2	868	CY	Fine Filter	\$130.00	\$112,840.00
9.0	319	CY	Riprap	\$215.00	\$68,585.00
10.0	1203	SY	Flexamat Plus	\$100.00	\$120,300.00
11.1	2399	LF	Woven Belted Silt Fence	\$18.00	\$43,182.00
11.2	50	LF	Temporary 15 Inch Diameter HDPE Pipe	\$135.00	\$6,750.00
11.3	4	EA	Rock Check Dams with Sump	\$1,500.00	\$6,000.00
11.4	2	EA	Silt Bag	\$25,000.00	\$50,000.00
11.5	50	TN	Stabilized Construction Entrance	\$170.00	\$8,500.00
11.6	352	LF	Temporary Vegetated Ditch	\$40.00	\$14,080.00
12.1	2	EA	Concrete Wingwall	\$25,000.00	\$50,000.00
12.2	74	LF	42 Inch Diameter DR32.5 HDPE Pipe	\$2,100.00	\$155,400.00
13.0	1	LS	Demolish and Dispose of Existing Wingwalls	\$20,000.00	\$20,000.00
14.0	7.93	AC	Seeding, Fertilizing, and Mulching	\$13,000.00	\$103,090.00
15.1	1	LS	Raise Riser at Dam #1 and Trash Rack	\$45,000.00	\$45,000.00
15.2	1	LS	Trash Rack and Repair Spalling at Dam #2 Riser	\$39,000.00	\$39,000.00
16.0	1	LS	Dewatering and Water Control	\$315,000.00	\$315,000.00
17.1	500	TN	Crushed Stone Aggregate	\$100.00	\$50,000.00
17.2	1500	TN	No. 1 Stone (Stabilization)	\$85.00	\$127,500.00
17.3	363	LF	Fisherman's Trail Type 1	\$173.00	\$62,799.00
17.4	1917	LF	Fisherman's Trail Type 2	\$40.00	\$76,680.00
17.5	248	LF	Fisherman's Trail Type 3	\$300.00	\$74,400.00
17.6	36	EA	Concrete Stop Blocks	\$100.00	\$3,600.00
18.0	2978	LF	Access Trail	\$15.00	\$44,670.00
			TOTAL		\$3,185,260.22



[Handwritten Signature]

AUTHORIZED SIGNATURE

12/18/25
SIGNATURE DATE



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Ohio-West Virginia Excavating Co.
of Powhatan Point, OH, as Principal, and Harco National Insurance Company
of Raleigh, NC, a corporation organized and existing under the laws of the State of
IL with its principal office in the City of Raleigh, 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
Bear Rock Lakes Dam Modifications (REBID)

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 18th day of December, 2025.

Principal Seal



Ohio-West Virginia Excavating Co.

(Name of Principal)

By Brian Hendershot

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

Brian Hendershot, President
(Title)

Surety Seal



Harco National Insurance Company

(Name of Surety)

By: Nicholas A. Sparachane

Nicholas A. Sparachane

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and
must attach a power of attorney with its seal affixed.**

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

Bond # Bid Bond
Principal Ohio-West Virginia Excavating Co.
Obligee State of WV Department of Administration

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

Nicholas A. Sparachane

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, including but not limited to Proposal Bonds and Consents of Surety, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 3rd day of June 2025 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 3rd day of June 2025.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, including but not limited to Proposal Bonds and Consents of Surety, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents
on this 18th day of December, 2025



STATE OF NEW JERSEY
County of Essex

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 18th day of December, 2025, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz
a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 18th day of December, 2025

Irene Martins, Assistant Secretary



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

I, Brian Hendershot, after being first duly sworn, depose and state as follows:

1. I am an employee of Ohio-West Virginia Excavating Co.; and,
 (Company Name)

2. I do hereby attest that Ohio-West Virginia Excavating Co.
 (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: Brian Hendershot

Signature: *Brian Hendershot*

Title: President

Company Name: Ohio-West Virginia Excavating Co.

Date: 12/18/2025

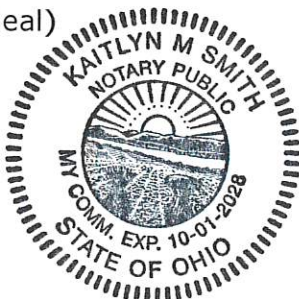
STATE OF OHIO,

COUNTY OF Belmont, TO-WIT:

Taken, subscribed and sworn to before me this 18th day of December, 2025.

By Commission expires October 1st, 2028

(Seal)



Kaitlyn M. Smith
 (Notary Public)



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00835173

Period Specified Below
07/01/2025 to 07/01/2026

OHIO WEST VIRGINIA EXCAVATING CO
PO BOX 128
POWHATAN PT OH 43942-0128



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

Results

CONSTRUCTION CONTRACTOR STATUS
APPROVED

Construction contractor status date
1/2/2003

Search again

For additional or the most current information, you may print out an verification of our current status.

Connect with Us

Zhang et al.

Contact us

Ohio
Bureau of Workers
Compensation

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**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**OHIO-WEST VIRGINIA EXCAVATING CO
56461 FERRY LANDING RD
SHADYSIDE, OH 43947-9705**

BUSINESS REGISTRATION ACCOUNT NUMBER: **1027-4790**

This certificate is issued on: **06/29/2010**

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with W.Va. Code § 11-12.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV005911

CLASSIFICATION:

GENERAL ENGINEERING
SPECIALTY

OHIO WEST VIRGINIA EXCAVATING CO
PO BOX 128
POWHATAN POINT, OH 43942

DATE ISSUED

EXPIRATION DATE

SEPTEMBER 23, 2025

SEPTEMBER 23, 2026

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.



Expires 1-1-2028

**WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS**

Stephen T. Rumbaugh, P.E.

Secretary of Transportation / Commissioner of Highways

CERTIFICATE OF CONTRACTOR QUALIFICATION

This certifies that **OHIO-WEST VIRGINIA EXCAVATING CO. (CONTRACTOR)**
POWHATAN POINT, OH

has filed with the Division of Highways (DOH) a Contractor Prequalification Application as required by the Commissioner and the DOH Standard Specifications. CONTRACTOR is qualified in the following categories of work as they correspond to the Sections in the DOH Standard Specifications: 201, 202, 203, 204, 206, 207, 211, 212, 217, 218, 219, 228, 229, 240, 307, 311, 401, 402, 403, 405, 408, 410, 415, 501, 502, 503, 506, 507, 510, 512, 514, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 614, 615, 616, 617, 619, 620, 623, 624, 625, 626, 627 SP, 633, 636, 637, 638, 639, 640, 642, 645, 651, 652, 655, 660, 661, 664, 670, 673 SP, 675, 679, 685.

This certificate remains valid until such time CONTRACTOR fails to meet the renewal requirements set forth in the Contractor Prequalification Application or when the Commissioner deems CONTRACTOR's prequalification invalid.

Issued at Charleston, West Virginia on
November 14, 2025

Director, Contract Administration Division