REQUEST FOR QUOTATION WVDNR Parks and Recreation Section Berkeley Springs State Park Old Roman Bath Renovation

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

Kanawha Valley Builders Association

1627 Bigley Avenue Charleston, WV 25302 Phone: 304-342-7141 Fax: 304-343-8014

Construction Employers Association NCWV

2794 White Hall Blvd White Hall, WV 26554 Phone: 304-367-1290 Fax: 304-367-0126

Parkersburg Marietta Contractors Association

2905 Emerson Avenue Parkersburg, WV 26104 Phone: 304-485-6485

West Virginia Home Builders Association

2220 Washington Street East, Suite #1 Charleston, West Virginia 25311 Phone 304-342-5176

- 9. 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.
- 10. 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:
 - 10.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 10.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

REQUEST FOR QUOTATION WVDNR Parks and Recreation Section Berkeley Springs State Park Old Roman Bath Renovation

- 10.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- **10.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 10.5. Vendor shall inform all staff of Agency's security protocol and procedures.

11. MISCELLANEOUS:

11.1. 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: | |
|-------------------|--|
| Felephone Number: | |
| Fax Number: | |
| Email Address: | |

| Name of Vendor: | Callas Contractors, LLC |
|--|---|
| Address of Vendor: | 10549 Downsville Pike Hagerstown, MD 21740 |
| Phone Number of Vendor: | (301) 739-8400 |
| WV Contractors License No. | WV- 032742 |
| affecting the cost of the w drawings, and specification complete all work in a work "A" Base Bid | ring examined the site and being familiar with the local conditions fork and also being familiar with the general conditions to bidders, ons, hereby proposes to furnish all materials, equipment, and labor to rkmanlike manner, as described in the Bidding documents. Set of all the work described in Section 01 1000 Summary and contained ments. |
| Total Base Bid: Lump sum for all labor, materials, and equipment defined in the Bidding Documents. Written in numbers. | \$908,000.00 t as |
| Total Base Bid: "A" Lump sum for all labor, materials, and equipment defined in the Bidding Documents. Written in words. | Nine Hundred Eight Thousand Dollars |

A unit price is requested for reference and the benefit of the Owner should they decide to request this work through an approved Change Order. This Price is not included in the bid amount.

UNIT PRICE:

The Unit Price shall consist of all the work described in Section 01 2200 Unit Prices. In addition to the installed sump pump SP-1, provide a cost for duplicate unit to be supplied to the Owner as a backup attic stock.

| Unit Price: Provide duplicate Sump Pump SP-1 to owner for attic stock as fully described in the Construction Documents. written in numbers. | |
|---|--|
| Unit Price: Provide duplicate Sump Pump SP-1 to owner for attic stock as fully described in the Construction Documents. written in words. | |

Additive Alternates

The Alternate Bids shall consist of all the work described in Section 01 2300 Alternates.

"B" Alternate No. 1 - Provide a lump sum cost to be added to the Base Bid.

Total Alternate No. 1 Bid: Fit-out handicapped bathroom with toilet fixtures, lighting, finishes, toilet accessories, etc. as defined in the Construction Documents. Written in numbers.

\$19,000.00

Total Alternate No. 1 Bid:
"B" Fit-out handicapped
bathroom with toilet fixtures,
lighting, finishes, toilet
accessories, etc. as defined in
the Construction Documents.
Written in words.

Ninteen Thousand Dollars

"C" Alternate No. 2 - Provide a lump sum cost to be added to the Base Bid.

\$18,000.00

Total Alternate No. 2 Bid:

Install Lobby Split Air

| Conditioner as defined in the Construction Documents. Written in numbers. | |
|--|--|
| Total Alternate No. 2 Bid: "C" Install Lobby Split Air Conditioner as defined in the Construction Documents. Written in words. | Eighteen Thousand Dollars |
| "D" Alternate No. 3 - Provide a | a lump sum cost to be added to the Base Bid. |
| Total Alternate No. 3 Bid: Install Radiant Ceiling Panels as defined in the Construction Documents. Written in numbers. | \$67,000.00 |
| Total Alternate No. 3 Bid: "D" Install Radiant Ceiling Panels as defined in the Construction Documents. Written in words. | Sixty-Seven Thousand Dollars |
| "E" Alternate No. 4 - Provide a | a lump sum cost to be added to the Base Bid. |
| Total Alternate No. 4 Bid: Perform brick restoration, gutter/downspout, or painting work and cutting/patching for other work as defined in the Construction Documents. Written in numbers. | \$163,000.00 |
| Total Alternate No. 4 Bid: | |
| "E" Perform brick restoration, gutter/downspout, or painting work and cutting/patching for other work as defined in the Construction Documents. Written in words. | One Hundred Sixty-Three Thousand Dollars |
| | FP-3 |

| Total Base Bid plus all Additive Alter | nate Amounts is the | e TOTALS of A + B | + C + D + E = |
|--|---------------------|-------------------|---------------|
| \$ 1,175,000.00 | _ | | |

| Agency RC | M&D, Inc. | |
|-----------|-----------|--|
| REQ.P.O# | M18005 | |

BID BOND

| KNOW ALL MEN BY THESE PRESENTS, That we, the | 21740, as Principal, and Nationwide Mutual Insurance Compan |
|--|--|
| One W. Nationwide Blvd., 1-04-701, Columbus, OH 43215 | a corporation organized and existing under the laws of the State of |
| | nbus, as Surety, are held and firmly bound unto the State |
| | |
| | Amount Bid (\$ 5%) for the payment of which, |
| well and truly to be made, we jointly and severally bind ourselves | , our neirs, administrators, executors, successors and assigns. |
| | and the second s |
| | hereas the Principal has submitted to the Purchasing Section of the |
| | hereto and made a part hereof, to enter into a contract in writing for |
| Berkeley Springs Old Roman Bathhouse Renovations | |
| | |
| | |
| | |
| NOW THEREFORE, | |
| (a) If said bid shall be rejected, or | |
| (b) If said bid shall be accepted and the Princip | al shall enter into a contract in accordance with the bid or proposal |
| attached hereto and shall furnish any other bonds and insurance | e required by the bid or proposal, and shall in all other respects perform bligation 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 state | d. |
| | A construction of the collections of sold County and the board about he because |
| The Surety, for the value received, hereby stipulates are way impaired or affected by any extension of the time within way. | nd agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby |
| waive notice of any such extension. | mion the obliged may accept each bia, and each each, accept accept |
| | |
| WITNESS, the following signatures and seals of Princip | eal and Surety, executed and sealed by a proper officer of Principal and |
| Surety, or by Principal individually if Principal is an individual, this Contractory of the Pontractory of t | <u>9th</u> day of <u>November</u> , 20 18. |
| unit Contracto | |
| Principal Seal | Callas Contractors, LLC |
| | (Name of Principal) |
| SEAL "" | By Williams |
| | (Must be President, Vice President, or |
| 7996 1 | Duly Authorized Agent) |
| Manuard Mill | |
| William III | Nicholas V. Hill, Sr. (Title) Vice President |
| | |
| Surety Seal | Nationwide Mutual Insurance Company (Name of Surety) |
| | (name of Surety) |
| | 400 |
| | Margarell asech |
| | Margaret Casey, 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.

West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, NATIONWIDE MUTUAL INSURANCE COMPANY, domiciled in the State of OHIO, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

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

ACCIDENT & SICKNESS - ARTICLE 1, SECTION 10(b)
CASUALTY - ARTICLE 1, SECTION 10(e)
CASUALTY - ARTICLE 1, SECTION 10(e)(14)
FIRE - ARTICLE 1, SECTION 10(c)
MARINE - ARTICLE 1, SECTION 10(d)
SURETY - ARTICLE 1, SECTION 10(f) (1)
SURETY - ARTICLE 1, SECTION 10(f) (2)
SURETY - ARTICLE 1, SECTION 10(f) (3)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2019, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2018.

Allan L. McVey

Insurance Commissioner

alland me Vey

NAIC # 23787

Legacy State ID # 0519

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

Margaret Casey, Hossay Mattin, Michele Alban, Stephen Mainello, Albert R. Counselman, Sean P. Kirwan

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

UNLIMITED

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

Antonio C/Albanese, Vice President of Nationwide Mutual Insurance Company



ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS Notary Public, State of New York No. 02BA4656400 Qualified in New York County Commission Expires April 30, 2019 Borns boss

Notary Public My Commission Expires April 30, 2019

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this garden of November 2018.

Assistant Secretary

West Virginia Ethics Commission **Disclosure of Interested Parties to Contracts**

(Required by W. Va. Code § 6D-1-2)

| Name of Contracting Business Entity: <u>Callas Contractors, LLC</u> Address: | 10549 Downsville Pike |
|--|--|
| Name of Authorized Agent: Nicholas V. Hill, Sr. Address: | Hagerstown, MD 21740 10549 Downsville Pike Hagerstown, MD 21740 |
| Contract Number: Contract Descrip | otion: |
| Governmental agency awarding contract: | |
| ☐ Check here if this is a Supplemental Disclosure | |
| List the Names of Interested Parties to the contract which are known or reason entity for each category below (attach additional pages if necessary): | ably anticipated by the contracting business |
| Subcontractors or other entities performing work or service under the □ Check here if none, otherwise list entity/individual names below. | ne Contract |
| 2. Any person or entity who owns 25% or more of contracting entity (no☑ Check here if none, otherwise list entity/individual names below. | ot applicable to publicly traded entities) |
| 3. Any person or entity that facilitated, or negotiated the terms of, t services related to the negotiation or drafting of the applicable contr | |
| ☐ Check here if none, otherwise list entity/individual names below. | |
| Signature: Nicholas V. Hill, Sr. Date Signe | ed:November 13, 2018 |
| Notary Verification | |
| State of, County of | Washington: |
| I, <u>Nicholas V. Hill, Sr.</u> , the a entity listed above, being duly sworn, acknowledge that the Disclosure herei penalty of perjury. | uthorized agent of the contracting business n is being made under oath and under the |
| Taken, sworn to and subscribed before me this 12 TH day of No. | enoumber 2018. |
| To be completed by State Agency: Date Received by State Agency: Date submitted to Ethics Commission: Governmental agency submitting Disclosure: | washington uthorized agent of the contracting business is being made under oath and under the OVENDED TOTAL STORY OF THE PUBLIC PUBL |

State of West Virginia Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

| Contra | ct Identific | <u>cation:</u> | |
|--------------|--|---|--|
| Contra | ct Number: | | |
| Contra | ct Purpose | : | |
| Agend | y Requesti | ng Work: | |
| | | | de each of the items listed below. The vendor ormation has been included in the attached report. |
| | | n indicating the education and training ser as provided; | vice to the requirements of West Virginia Code § |
| | □ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests; | | |
| Ø | Average n | umber of employees in connection with the | e construction on the public improvement; |
| | Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random. | | |
| <u>Vendo</u> | r Contact | Information: | |
| Vendo | r Name: | Callas Contractors, LLC | Vendor Telephone: (301) 739-8400 |
| Vendo | r Address: | 10549 Downsville Pike | Vendor Fax: (301) 739-7065 |
| | , | Hagerstown, MD 21740 | Vendor E-Mail: nhill@callascontractors.com |



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

STATE OF WEST VIRGINIA, COUNTY OF ______, TO-WIT: I, ______ Nicholas V. Hill, Sr. ____, after being first duly sworn, depose and state as follows: 1. I am an employee of ______; and, (Company Name) I do hereby attest that ______ Callas Contractors, LLC 2. (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. SEAL Maryland Printed Name: Nicholas V. Hill, Sr. Signature: Vice President Company Name: Callas Contractors, LLC Date: <u>November 13, 2018</u> Taken, subscribed and sworn to before me this 12TH day of November, 2018. By Commission expires __ 12 12 2021 (Seal) PUBL 12-12-20 Rev. July 7, 2017

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

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

| uni Contracto III | |
|---|-------|
| WITNESS THE FOLLOWING SIGNATURE: | |
| Vendor's Name: Nicholas V. Hill, Sr. | |
| Authorized Signature: | |
| State of | |
| County of Washington, to-wit: | |
| Taken, subscribed, and sworn to before me this 12TH day of November, 2018. | |
| My Commission expires RIDEANING, 20 21. | |
| AFFIX SEAL HERE AFFIX SEAL HERE APPLIC Purchasing Affidavit (Revised 01/19/1 | |
| 12-202 NACHINI | 2010, |

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ DNR19*22

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:

processing.

| (Check the box next to each addendum recei | ved) |
|---|--|
| Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 4 Addendum No. 5 | ☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8 ☐ Addendum No. 9 ☐ Addendum No. 10 |
| I further understand that any verbal represent discussion held between Vendor's represent | ot of addenda may be cause for rejection of this bid. tation made or assumed to be made during any oral atives and any state personnel is not binding. Only d to the specifications by an official addendum is |
| Callas Contractors, LLC Company Authorized Signature Nicholas V. Hill, Sr Vice November 13, 2018 Date | e President |
| NOTE: This addendum acknowledgement si | hould be submitted with the bid to expedite document |

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: ARFQ DNR19*022

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 rec | ceined) | |
|---|--|--------------------------------------|
| Addendum No. 1 Addendum No. 2 Addendum No. 3 Addendum No. 5 understand that failure to confirm the received further understand that any verbal representation issued in writing and addendum No. 3 | Addendum No. 6 Addendum No. 7 Addendum No. 8 Addendum No. 9 Addendum No. 10 reipt of addenda may be cause for resentation made or assumed to be magentatives and any state personnel is | de during any oral not binding. Only |
| oinding. | | |
| Callas Contractors, LLC Company | | - |
| Authorized Signature | | 7 |
| Nóvember 13, 2018 | | - |

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