

NOTICE OF SPECIAL SESSION

Notice is hereby given that the **PRESTON COUNTY COMMISSION** will conduct a Special Session on **Friday, April 19, 2024**, beginning at **10:15 a.m.** in the County Commission Meeting Room, Kingwood, West Virginia, for the following:

Bid Opening – Courthouse Reconfiguration



President

4/15/2024
Date



Commissioner

4/15/2024
Date

STATE OF WEST VIRGINIA, COUNTY OF PRESTON, Ss:

The Preston County Commission met in Special Session at 10:30 a.m., April 19, 2024 in the County Commission Meeting room.

The meeting was called to order by President Don Smith who read the Notice of Special Session for the Bid Opening – Courthouse Reconfiguration.

Recognition of Public

The following person registered their attendance during the meeting:

PRESTON COUNTY COMMISSION

Date: Friday, April 19, 2024 - 10:15 a.m.

Re: Bid Opening – Courthouse Reconfiguration

Sign in for those in attendance.

Please print your name:

1. Kevin Lilans
2. Deniffek Ovakam DOM. POST
3. Ray Watkins
4. Scott Willis - Veritas
5. Kurtis Clinton-
6. Jacob Martin -
7. Nate Raybeck
8. Hunter Thomas
9. Samantha Stone
10. Don Smith
11. Deanna Lively
12. _____

Nate Raybeck, County Administrator presented the 2 bids received. One from Jarrett Construction Services and one from Veritas Contracting LLC.

President Smith opened the bids. The first bid was from:

Jarrett Construction Services Inc.
P.O. Box 5250
Charleston, WV 25361

The bid was for \$560,565.00 and a project start date of May 13, 2024.

The second bid was from:

Veritas Contracting LLC
246 Business Park Drive
Fairmont, WV 26554

The bid was for \$599,259.00 and a project start date of June 3, 2024.

Mr. Raybeck advised that the materials attached would be given to the Mills Group for a recommendation and be awarded at the next commission meeting.

Preston County Courthouse
Second Level Renovation
Kingwood, WV

Project #23108
April 8, 2024

BID FORM (Revised in Addendum No. 1)

Submit bids to: Preston County Commission
106 West Main Street, Suite 202
Kingwood, WV 26537

Project: Preston County Courthouse
Second Level Renovation

The completed bid package must be submitted on or before **10:00 am** on **Friday, April 19, 2024**.

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project hereby proposes to furnish all labor, materials, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set form below for the sum of:

CONSTRUCTION COMPANY: Jarrett Construction Services, Inc.

BASE BID: \$ 560,565

Five Hundred Sixty Thousand Five Hundred Sixty-Five
(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

ADD ALTERNATE NO. 1 \$ 3,668
Add Calendar Days 0
Add to the base bid all labor and material to install 33 additional lighting fixtures on the second floor that are outside the contract area.

UNIT PRICE NO. 1 \$ 150 /per 1 light fixture
In the event additional lighting fixtures on the second floor that are not included in the contract areas are decided to be replaced.

UNIT PRICE NO. 2 \$ 15 /per 1 sq.ft.
In the event additional plaster wall repair is required.

UNIT PRICE NO. 1 \$ 9 /per 1 sq.ft.
In the event additional drywall repair is required.

CALENDAR DAYS

Indicate number of calendar days to complete the work as described in the drawings and specification.

Construction Start Date of 5/13/24 with 180 calendar days to a Completion Date of 10/13/24.

ADDENDA

All addenda MUST be formally acknowledged by all bidders and submitted with their bid. The only exception may be for an addendum that is issued for the sole purpose of changing a bid opening time and/or date.

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Indicate below the number of Addendums received:

3 Three

CONTRACTOR'S LICENSE

West Virginia Code § 21-11-2 requires that all persons desiring to perform contractual work in West Virginia must be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license. Application for a contractor's license may be made by contacting the West Virginia Department of Labor, 1800 Washington Street, East, Charleston, West Virginia 25305. Telephone: (304) 558-7890. West Virginia Code § 21-11 requires a Bidder to include its contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license prior to issuance of a Purchase Order/Contract.

West Virginia Contractor's License No.: WV030133

LIQUIDATED DAMAGES

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner **\$250.00** per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay the full amount of liquidated damages stated above, plus any additional fees of the Architect and the Architect's consultants that may accrue. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.



Bid Form -2

ACCEPTANCE OF PROPOSAL

If written notice of the acceptance of this bid is mailed, telegraphed or delivered to the undersigned within thirty days after the date of the opening of the Bids, the Owner and Bidder will execute an Agreement in accordance with the Bid as accepted.

The Bidder will furnish a Performance Bond and Labor and Material Payment Bond with such surety or sureties as the Owner may approve not later than 3 days following the execution of the Contract. It is understood that the cost of the bonds is included in the Base Bid amount.

By submitting a Bid, the Bidder agrees that from his/her own investigation he/she has satisfied himself/herself as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance and that as a result of such examination and investigation he/she fully understands the intent and purpose of the documents and conditions of bidding. Claims for additional compensation and/or extensions of time because of the Contractor's failure to follow the foregoing procedure and to familiarize himself/herself with the Documents and all conditions which might affect the work, will not be allowed.

The Bidder further agrees that this Bid is based upon the materials, equipment and systems required by the Documents without exception and that no substitutions have been made.

SIGNATURE OF BIDDER

If submitted by a corporation:

Bidder Jarrett Construction Services, Inc.

(seal)

By John H. Jarrett

Title President

State of Incorporation West Virginia

Names of Officers:

President John H. Jarrett

Secretary Susan M. Jarrett

Treasurer N/A

If submitted by an individual, partnership or non-incorporated organization:

Bidder _____

By _____ (Firm Name)

Title _____



Bid Form -3

Bid Bond

CONTRACTOR:

(Name, legal status and address)
 Jarrett Construction Services, Inc.
 PO Box 5250
 Charleston, WV 25361

SURETY:

(Name, legal status and principal place of business)
 Travelers Casualty and Surety Company of America
 One Tower Square
 Hartford, CT 06183

OWNER:

(Name, legal status and address)
 Preston County Commission
 106 West Main Street, Suite 202, Kingwood, WV 26537

BOND AMOUNT: \$

five percent (5%) of total amount bid

PROJECT:

(Name, location or address, and Project number, if any)
 Preston County Courthouse
 Second Level Renovation - Kingwood, WV - Project #23108
 According to Plans & Specifications

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of April 2024

(Witness)



(Witness) Kim Wilkinson

Jarrett Construction Services, Inc.
(Contractor as Principal) _____


(Title)

Travelers Casualty and Surety Company of America
(Surety) _____


(Title) Patricia A. Moye, Attorney-in-Fact
 WV Resident Agent

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Gregory T Gordon, Patricia A Moye, Jeremy B. Stanley, Terri L. Dodrill, and Kimberly J Wilkinson of Charleston, West Virginia** their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut
 City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of April, 2024




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Client#: 536799 16JARRECON DATE (MM/DD/YYYY) 10/20/2023

ACORD... CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER McGriff Insurance Services LLC 300 Summers Street, Suite #650 Charleston, WV 25301 304 346-0806	CONTACT NAME: Janet Poling PHONE (A/C, No., Ext): 304 346-0806 E-MAIL: Certificatesvaww@mcgriff.com ADDRESS: [Redacted]	FAX: 8887513002
INSURER A: Phoenix Insurance Company 25623	INSURER B: Travelers Property Casualty Co of Amer 25674	INSURER C: Travelers Indemnity Company 25658
INSURER D: St. Paul Surplus Lines Insurance Co 30481	INSURER E: Charter Oak Fire Insurance Company 25615	INSURER F: [Redacted]

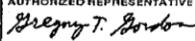
INSURED: Jarrett Construction Services Inc
P O Box 5250
Charleston, WV 25361-0250

COVERAGES CERTIFICATE NUMBER: POLICY NUMBER: REVISION NUMBER:

INSR LTR	TYPE OF INSURANCE	AGGREGATE LIMIT	INSR	WVD	POLICY NUMBER	START DATE (MM/DD/YYYY)	EXPIRY DATE (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> SJECT <input type="checkbox"/> LOG OTHER		X	X	CO9K885794	10/15/2023	10/15/2024	EACH OCCURRENCE \$1,000,000 PER YEAR TO REPORTED DAMAGE (Per occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMMON AGG \$2,000,000
E	AUTOMOBILE LIABILITY ANY AUTO OWNED <input checked="" type="checkbox"/> AUTO ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> AUTO ONLY <input type="checkbox"/>		X	X	BA3L4552812326G	10/15/2023	10/15/2024	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		X	X	CUP8L250682326	10/15/2023	10/15/2024	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in RI) [N] If yes, describe under DESCRIPTION OF OPERATIONS below		X	N/A	UB3L455312326G	10/15/2023	10/15/2024	PER STATUTE <input checked="" type="checkbox"/> OTH. <input type="checkbox"/> WV Broad Form Section Code E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution Liab		X	X	ZCE71N66385	10/15/2023	10/15/2024	\$2,000,000 Each Cond.
D	Professional Liab		X	X	ZCE71N66385	10/15/2023	10/15/2024	\$2,000,000 Each E&O Act

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Waiver of Subrogation is included with respect to Workers Compensation and Professional Liability Coverage where required by written contract.

Blanket Additional insured with Waiver of Subrogation is included with respect to General Liability, Automobile Liability and Umbrella Liability Coverage where required by written contract.
 (See Attached Descriptions)

CERTIFICATE HOLDER Jarrett Construction Services, Inc. P O Box 5250 Charleston, WV 25361	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Bid Date: April 19, 2024 @ 10:00am
Bid Name: Preston County Courthouse 2nd Floor Renovations – Kingwood, WV
Bid #: B2423

The following items form clarifications and/or exclusions to our bid.

- 1. DIVISION 1 – GENERAL CONDITIONS**
 - a. We have included a full time on-site superintendent to manage the project.
 - b. We have included Lean Construction Measures to complete the project efficiently on time and on budget.
 - c. We have included measures for working evenings and weekends, as needed.
 - d. We have included measures to allow for 4 phases of renovation as per Addendum #1.
 - e. We anticipate that the Owner will allow us to use water and electric power from the existing building at no cost to us.
 - f. We have included dust mitigation factors throughout the entirety of the project.
 - g. We have not included a perimeter fence around the site.
 - h. We have included temporary warning signs for around the two staging areas.
 - i. We have not included on site storage for Owner provided material, if any.
 - j. We have not included an allowance or any amount for future tariffs.
- 2. DIVISION 2 – SITE WORK**
 - a. We have not included asbestos, or any other hazardous material testing or abatement.
- 3. DIVISION 3 – CONCRETE**
 - a. None
- 4. DIVISION 4 – MASONRY**
 - a. None.
- 5. DIVISION 5 – METALS**
 - a. None.
- 6. DIVISION 6 – CARPENTRY**
 - a. All framing of partition walls is to be done per plan.
- 7. DIVISION 7 – THERMAL & MOISTURE PROTECTION**
 - a. We have included all insulation per plans.
 - b. We have not included any fireproofing. We have included firestopping per plans.
- 8. DIVISION 8 – DOORS AND WINDOWS**
 - a. We have included all doors per the door schedule.

 - b. We have included all hardware per the door schedule.
 - c. We have included two bulletproof sliding transaction windows per plan, and one bullet proof glass kit for the bulletproof door.
 - d. We have not included any new glass for existing doors noted on the door schedule.
- 9. DIVISION 9 – FINISHES**
 - a. The condition of the existing subfloor beneath the existing floor is unknown and may require additional surface preparation after demolition for the new flooring. We have included standard floor preparation; we have not included floor preparation beyond standard measures.
 - b. Wall paint shall be one primer coat and two finish coats eggshell per finish schedule. Trim shall be semi-gloss per finish schedule.
- 10. DIVISION 10 - SPECIALTIES**
 - a. We have included all toilet and bath accessories per the plan.
 - b. We acknowledge there is a spec section for both fire extinguishers and corner guards, however, none are identified on the plans with a location or count so none were included.
- 11. DIVISION 11 - EQUIPMENT**
 - a. We have not included the Refrigerator depicted on drawing A400 – Detail #2, as it was identified to be Owner-supplied as per Addendum #3.
- 12. DIVISION 12 - FURNISHINGS**
 - a. We have included the kitchenette/jury room with P-lam countertop and shaker white cabinets.
 - b. We have included the witness stand and Magistrate bench as P-lam countertop, ¼” cherry panels, cherry wall cap, and all support brackets required.
- 13. DIVISION 13 – SPECIAL CONSTRUCTION**
 - a. None
- 14. DIVISION 14 – CONVEYING SYSTEMS**
 - a. None
- 15. DIVISION 15 – MECHANICAL**
 - a. Sprinklers: None.
 - b. Plumbing:
 - i. Schedule 40 PVC piping will be used for all sanitary and vent piping.
 - c. HVAC:
 - i. We have included duct wrap insulation as per the drawings.
 - ii. We have included testing and balancing by the HVAC subcontractor, one time after for all 4 phases combined.
- 16. DIVISION 16 – ELECTRICAL**
 - a. We have included submission of fire alarm drawings to State Fire Marshall.
 - b. We have included all electrical inspections.

17. ADMINISTRATIVE

- a. All Alternates must be accepted prior to start of construction.
- b. Our budget is based on non-restricted & merit shop wage rates.
- c. Should access to the Work be necessary or required through adjacent property owner’s property or air space, the Owner shall facilitate and coordinate permission from the adjacent property owner. JCSI shall not be responsible for any costs associated with or required to gain access to the Work unless specifically stated otherwise in this document.
- d. Final Cleaning – All work areas shall be left in a broom or vacuum swept and dusted clean condition. Cleaning does not include stripping and waxing of floors unless specifically stated otherwise in this proposal. Polishing of brass or other finish materials is not included in our proposal.
- e. JCSI has not and is not required to ascertain that the Drawings and Specifications that may form a part of this agreement are in accordance with applicable laws, statutes, ordinances, codes, Fair Housing, OHFLAC or ADA requirements, rules and regulations, or lawful orders of public authorities, however, JCSI shall promptly report to the Architect and/or Owner any nonconformity discovered by or made known to JCSI as a request for information in such form as the Architect or Owner may require.

END OF CLARIFICATIONS

Preston County Courthouse
Second Level Renovation
Kingwood, WV

Project #23108
April 8, 2024

BID FORM (Revised in Addendum No. 1)

Submit bids to: Preston County Commission
106 West Main Street, Suite 202
Kingwood, WV 26537

Project: Preston County Courthouse
Second Level Renovation

The completed bid package must be submitted on or before **10:00 am on Friday, April 19, 2024.**

The undersigned, hereinafter called the Bidder, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the Project hereby proposes to furnish all labor, materials, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set form below for the sum of:

CONSTRUCTION COMPANY: Veritas Contracting LLC

BASE BID: \$ 599,259.00

FIVE HUNDRED NINETY-NINE THOUSAND TWO HUNDRED FIFTY-NINE & 00/100
(Amount to be shown in both words and numbers. In the event of a difference between the written amount and the number amount, the written amount shall prevail.)

ADD ALTERNATE NO. 1 \$ 6,465.00

Add Calendar Days 0
Add to the base bid all labor and material to install 33 additional lighting fixtures on the second floor that are outside the contract area.

UNIT PRICE NO. 1 \$ 230.00 /per 1 light fixture
In the event additional lighting fixtures on the second floor that are not included in the contract areas are decided to be replaced.

UNIT PRICE NO. 2 \$ 7.95 /per 1 sq.ft.
In the event additional plaster wall repair is required.

UNIT PRICE NO. 1 \$ 5.81 /per 1 sq.ft.
In the event additional drywall repair is required.

CALENDAR DAYS

Indicate number of calendar days to complete the work as described in the drawings and specification.

Construction Start Date of JUNE 3, 2024 with 180 days calendar days to a Completion Date of NOVEMBER 30, 2024

ADDENDA

All addenda MUST be formally acknowledged by all bidders and submitted with their bid. The only exception may be for an addendum that is issued for the sole purpose of changing a bid opening time and/or date.

I hereby acknowledge receipt of the following checked addendum(s) and have made the necessary revisions to my proposal, plans and/or specifications, etc.

I understand that failure to confirm the receipt of the addendum(s) is cause for rejection of bids.

Indicate below the number of Addendums received: (3) **Addendum #1 04/08/24**
Addendum #2 04/12/24
Addendum #3 04/17/24

CONTRACTOR'S LICENSE

West Virginia Code § 21-11-2 requires that all persons desiring to perform contractual work in West Virginia must be duly licensed. The West Virginia Contractor's Licensing Board is empowered to issue a contractor's license. Application for a contractor's license may be made by contacting the West Virginia Department of Labor, 1800 Washington Street, East, Charleston, West Virginia 25305. Telephone: (304) 558-7890. West Virginia Code § 21-11 requires a Bidder to include its contractor's license number on its Bid. The successful Bidder will be required to furnish a copy of its contractor's license prior to issuance of a Purchase Order/Contract.

West Virginia Contractor's License No.: WV037797

LIQUIDATED DAMAGES

The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time. For each calendar day of delay in achieving Substantial Completion, the Contractor shall be liable for and shall pay the Owner **\$250.00** per day, not as a penalty, but as liquidated damages. For each calendar day of delay in achieving Final Completion, the Contractor shall be liable for and shall pay the full amount of liquidated damages stated above, plus any additional fees of the Architect and the Architect's consultants that may accrue. Allowances may be made for delays due to shortages of materials and/or energy resources, subject to proof by documentation, and also for delays due to strikes or other delays beyond the control of the Contractor. All delays and any claim for extension of the Contract Time must be properly documented in accordance with the Contract Documents by the Contractor.

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The Bidder further agrees that this Bid is based upon the materials, equipment and systems required by the Documents without exception and that no substitutions have been made.

SIGNATURE OF BIDDER

If submitted by a corporation:

(seal) Bidder _____
(Firm Name)
By _____
Title _____
State of Incorporation _____

Names of Officers:

President _____
Secretary _____
Treasurer _____

If submitted by an individual, partnership or non-incorporated organization:

Bidder **Veritas Contracting, LLC** _____
(Firm Name)
By **Samuel O. Proctor** _____
Title **Member** _____

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Veritas Contracting, LLC
246 Business Park Drive
Fairmont, WV 26554

OWNER:
(Name, legal status and address)

Preston County Commission
106 West Main Street, Room 202
Kingwood, WV 26537

BOND AMOUNT: \$ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Preston County Courthouse Second Level Renovations

SURETY:
(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of April, 2024


(Witness)


(Witness) Susan K. Boord

Veritas Contracting, LLC
(Principal) (Seal)

By: 
(Title) Member

Fidelity and Deposit Company of Maryland
(Surety) (Seal)

By: 
(Title) Nicholas A. Sparachane Attorney-in-Fact



S-0054/AS 8/10

Bond Number: Bid Bond

Obligee: Preston County Commission

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Nicholas A. Sparachane**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of October, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: 
Robert D. Murray
Vice President

By: 
Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 10th day of October, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposited and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 19th day of April, 2024.



MJ Pethick
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

At 10:18 a.m., there being no further business to come before the Commission, President Smith declared the Special Session adjourned.

_____, Commissioner

_____, Commissioner

_____, Commissioner

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04/19/2024

