



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

State of West Virginia
Purchase Order

Order Date: 11-15-2021

CORRECT ORDER NUMBER MUST APPEAR
 ON ALL PACKAGES, INVOICES, AND
 SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Number:	CPO 0211 4097 GSD2200000005 2	Procurement Folder:	910410
Document Name:	Building 97 (Williamson) Roof Replacement Project	Reason for Modification:	Change Order No. 1 is issued to increase the contract, extend the contract 180 Days, and issue Notice to Proceed, per the attached documentation.
Document Description:	Change Order 1		
Procurement Type:	Central Purchase Order		
Buyer Name:	Melissa Pettrey		
Telephone:	(304) 558-0094		
Email:	melissa.k.pettrey@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-11-18
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-07-01

VENDOR		DEPARTMENT CONTACT	
Vendor Customer Code:	000000205914	Requestor Name:	William D Pate
FAIRFAX INC		Requestor Phone:	304-352-5487
PO BOX 400		Requestor Email:	william.d.pate@wv.gov
CHESAPEAKE	OH 45619		
US			
Vendor Contact Phone:	999-999-9999	Extension:	
Discount Details:			
	Discount Allowed	Discount Percentage	Discount Days
#1	No	0.0000	0
#2	Not Entered		
#3	Not Entered		
#4	Not Entered		

22
 FILE LOCATION _____

INVOICE TO	SHIP TO
DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION 112 CALIFORNIA AVENUE, 5TH FLOOR CHARLESTON WV 25305 US	DEPARTMENT OF ADMINISTRATION GENERAL SERVICES DIVISION BLDG 97 203 E 3RD AVE WILLIAMSON WV 25661 US

1203-2021
 805

Total Order Amount: \$204,990.82

Purchasing Division's File Copy

ENTERED

MKP 12/1/2021

PURCHASING DIVISION AUTHORIZATION DATE: <i>[Signature]</i> 12/3/21 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <i>[Signature]</i> ELECTRONIC SIGNATURE ON FILE
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12/13/2021

Extended Description:

Change Order

Change Order No. 1 is issued to increase the original contract, extend the contract one hundred and eighty days (180), and issue notice to proceed according to all terms, conditions, and specifications contained in the original contract and all authorized change orders, except that the contract Lump Sum is increased as defined in the attached documentation.

Effective Contract Start Date: 11/18/2021

Contract End Date (including extension):07/01/22

Original Contract Price: \$200,000.00

Change Order No. 1 Increase: \$ 4,990.82

Contract New Total: \$204,990.82

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72152601	0.00000		0.000000	200000.00
Service From	Service To	Manufacturer		Model No	
2021-11-18	2022-07-01				

Commodity Line Description: Building 97 (Williamson) Roof Replacement Project**Extended Description:**

Building 97 (Williamson) Roof Replacement Project

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72152601	0.00000		0.000000	4990.82
Service From	Service To	Manufacturer		Model No	
2021-11-18	2022-07-01				

Commodity Line Description: Change Order 1**Extended Description:**

Building 97 (Williamson) Roof Replacement Project



STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
GENERAL SERVICES DIVISION
State Capitol
Charleston, West Virginia 25305

Allan L. McVey
Cabinet Secretary

William D. Barry
Director

November 9, 2021

Fairfax Inc.
PO BOX 400
Chesapeake, OH, 45619

Attn: Mr. Russell,

NOTICE TO PROCEED

Per issuance of Purchase Order Number CPO 0211 GSD2200000005, this is your notification to commence work on (Thursday) November 18th, 2021, to provide all equipment, materials and incidentals for services related to Building 97 (Williamson) Roof Replacement located at Building 97 in Williamson, West Virginia, per the bid requirements, terms and conditions of CRFQ 0211 GSD2200000002.

Given the contract's allowance for Forty-Five (45) calendar days from the issuance of the Notice to Proceed plus the additional One Hundred and Eighty (180) calendar day extension per Change Order #1, the contract start date is November 18, 2021, and the Final Completion date is July 1, 2022.

If you have any questions or concerns on this issue, please do not hesitate to contact me by telephone at (304) 352-5531, or e-mail at cody.g.taylor@wv.gov.

Sincerely,

Cody Taylor, Procurement Specialist, GSD

10/5/2021

RE: Building 97
GSD 22*02
Cost Breakdown for Roof Leak Repairs

MATERIAL COST	QTY	MEASURE	COST	AMOUNT
Membrane Cleaner	1	gal	\$ 29.91	\$ 29.91
Splice Primer	1	pail	\$ 105.19	\$ 105.19
Lap Sealant	10	ea	\$ 9.85	\$ 98.50
6" P/S Flashing	2	rolls	\$ 389.48	\$ 778.96
9" P/S Flashing	1	roll	\$ 239.00	\$ 239.00
12" P/S Flashing	2	rolls	\$ 597.52	\$ 1,195.04
Fuel Expense	2	trips	\$ 100.00	\$ 200.00
			Sub-Total:	\$ 2,646.60
			Sales Tax:	\$ -
			TOTAL MATERIAL:	\$ 2,646.60

LABOR COST	HRS	COST	AMOUNT	
Roofer	16	\$ 49.00	\$ 784.00	
Journeyman	16	\$ 47.00	\$ 752.00	
			TOTAL LABOR:	\$ 1,536.00

Total Material & Labor:	\$ 4,182.60
Overhead and Profit 15%	\$ 627.39
Sub-Total:	\$ 4,809.99
Bond Fees:	\$ 82.97
Sub-Total:	\$ 4,892.96
B&O Tax:	\$ 97.86
TOTAL COST:	\$ 4,990.82


R DOAK RUSSELL - PRESIDENT



P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

RIDER

TO BE ATTACHED TO AND FORM PART OF BOND/POLICY NO. SSB0434573

It is hereby mutually agreed and understood by the Principal,
FAIRFAX, INC, 114 COUNTY RD 3, PO BOX 400, CHESAPEAKE, OH 45619

and **RLI Insurance Company and/or Contractors Bonding and Insurance Company** that the
STATE OF WEST VIRGINIA HAS REQUESTED THE BOND INCREASE FROM \$200,000.00 TO \$204,990.82.

ON BUILDING 97, WILLIAMSON, WV

(Identify item(s) to be changed)

on this bond/policy has/have been changed to the following:
INCREASE FROM \$200,000.00 YTO \$204,990.82

THIS IS FOR REPAIRS TO MAINTAIN THE ROOF UNTIL THE COMPLETE ROOF REPLACEMENT CAN BE
COMPLETED IN THE SPRING OF 2022.

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the bond/policy, except as set forth above.

This Rider becomes effective on OCTOBER 13, 2021, at twelve and one minute o'clock a.m., Standard Time.

Signed this 13TH day of OCTOBER, 2021.

**RLI Insurance Company and/or
Contractors Bonding and Insurance Company**

By

Attorney in Fact

* GSD agrees to
the above
increase



RLI Insurance Company
 P.O. Box 3967 Peoria, IL 61612-3967
 Phone: 309-692-1000 Fax: 309-683-1610

Acknowledgment of Surety



STATE OF West Virginia }
 COUNTY OF Cabell } ss.

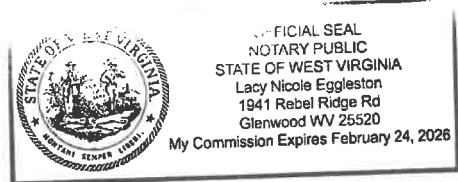
On this 13th day of October, 2021, before me, a Notary Public in and for said County, personally appeared Donita J. Burns, personally known to me, who being by me duly sworn did say that he/she is the aforesaid Attorney in Fact of the RLI Insurance Company of Peoria, Illinois, a corporation duly organized and existing under the laws of the State of Illinois, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the said instrument was signed, sealed and executed in behalf of said corporation by authority of its Board of Directors, and further acknowledge that the said instrument and the execution thereof to be a voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed by official seal the day and year last above written.

My Commission Expires:

February 24, 2026

Lacy Eggleston
 Notary Public



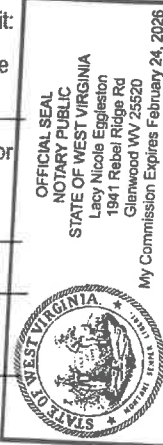
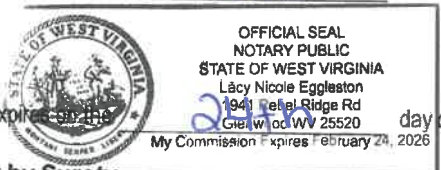
ACKNOWLEDGMENTS

Acknowledgment by Principal if individual or Partnership

- STATE OF _____
- County of _____ to-wit:
- I, _____, a Notary Public in and for the
- county and state aforesaid, do hereby certify that _____ whose name is signed to the foregoing writing, has this day acknowledged the same before me in my said county.
- Given under my hand this _____ day of _____ 20 _____
- Notary Seal 7: _____ (Notary Public)
- My commission expires on the _____ day of _____ 20 _____

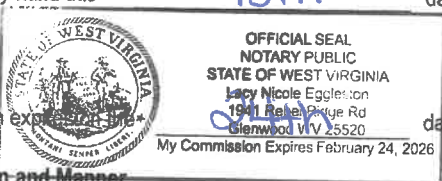
Acknowledgment by Principal if Corporation

- STATE OF West Virginia
- County of Cabell to-wit:
- I, Lacy Eggleston, a Notary Public in and for the
- county and state aforesaid, do hereby certify that R. Doak Russell
- who as, President signed the foregoing writing for
- a corporation, has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- Given under my hand this 13th day of October 20 21
- Notary Seal 17: Lacy Eggleston (Notary Public)
- My commission expires on the 26th day of February 20 26



Acknowledgment by Surety

- STATE OF West Virginia
- County of Cabell to-wit:
- I, Lacy Eggleston, a Notary Public in and for the
- county and state aforesaid, do hereby certify that Donita J Burns
- who as, Attorney in fact signed the foregoing writing for
- RLI Insurance Company a corporation,
- has this day, in my said county, before me, acknowledged the said writing to be the act and deed of the said corporation.
- Given under my hand this 13th day of October 20 21
- Notary Seal 27: Lacy Eggleston (Notary Public)
- My commission expires on the 26th day of February 20 26



Sufficiency in Form and Manner of Execution Approved

This 13th day of December 20 21

By: [Signature] Attorney General
(Deputy Attorney General)

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Donita J. Burns, Clarence O. Lykins, II, David Holt, jointly or severally

in the City of Huntington, State of West Virginia its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 20th day of January, 2021.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: B. W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 20th day of January, 2021, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 13th day of October, 2021.

By: Catherine D. Glover
Catherine D. Glover Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jeffrey D. Dick
Jeffrey D. Dick Corporate Secretary





STATE OF WEST VIRGINIA
 DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES DIVISION
 State Capitol
 Charleston, West Virginia 25305

APPROVED
[Signature]
 12/11/21

Allan L. McVey
 Cabinet Secretary

Gregory L. Melton
 Director

MEMORANDUM

To: Melissa Pettrey, Senior Buyer, WV Purchasing Division
 From: Cody Taylor Procurement Specialist, General Services Division
 Date: October 8, 2021 *(Received 11/17/2021)*
Purchasing MP
 RE: CPO GSD2200000005 Building 97 (Williamson) Roof Replacement Project,
 Change Order #1

[Signature]

Let this memorandum serve as justification for the overall net increase of \$4,990.82 for Change Order #1. This change order will also extend the contract by one hundred and eighty (180) days and issue the Notice to Proceed. This Change Order covers the following additional work:

1. Due to the COVID pandemic, there has been delays in supplies. This has affected the materials for roofing and has put a longer than expected wait time on materials for this project. We are asking for an extension (180 days) to cover for the time it will take to receive the materials and start work.
2. The Agency is requesting an increase to have Fairfax begin with patching areas of the roof to stem the water penetration into Building 97. This patching will be necessary to stop further damage of the interior of the building that will be renovated as part of the Building 97 Floor Settlement Repairs. Initially this contract was meant to be done before the interior work was started, but given the delays in materials for roofing that was not possible.

These changes, taken together, equate to an overall request an increase of \$4,990.82, which needs made effective immediately upon approval of the change order.

Original Contract Amount = \$200,000.00
 Change Order #1 (NTP) = \$4,990.82
 Revised Contract Amount = \$204,990.82

With Change Order #1, the overall cost of the contract has increased a total of .02%.

To cover the additional work, we are also mutually requesting an extension of the overall contract time of one hundred and eighty (180) days, effective from January 2, 2022, to the new end date of July 1, 2022.

Please let me know if you have any questions regarding this change order request.

Thanks

Cody Taylor, Procurement Specialist

Fairfax, Inc.

P.O. Box 400 - 114 County Rd. 3
Chesapeake, Ohio 45619
Phone & Fax: 740-867-2727

INFORMATION TRANSMITTAL

Date: **October 26, 2021**
Attention: **Cody Taylor**

To: State of West Virginia
Purchasing Division
112 California Avenue
Charleston, West Virginia 25305

RE: CRFQ GSD 22*02
Building 97
Williamson, West Virginia

WE ARE SENDING YOU THE FOLLOWING ITEMS:

Shop Drawings Prints Plans Samples Specifications
 Copy of letter Contract Change Order Plan Deposit

COPIES
1

DATE

ID NO.

DESCRIPTION
Executed Acknowledgement

THESE ARE TRANSMITTED as marked below

For Approval As requested For your use For review and comments

REMARKS:

COPY TO: Job File

Respectfully submitted

R. Doak Russell

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 6-22-1(f), 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 § 9A-9-10a, 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 contracted any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the vendor 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, delinquent workers' compensation premium, penalty or other assessment, penalty 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 universal employer's fund or being in policy default, as defined in W. Va. Code § 20-2b-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet the 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 control through which the party has a relationship of control or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code § 91-4-5) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: FAIRFAX AC

Authorized Signature: [Signature] Date: 08/09/2021
R DOAK RUSSELL PRESIDENT

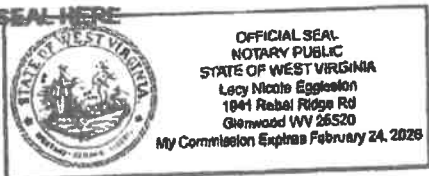
State of WV

County of CABELL, to-wit:

Taken, subscribed, and sworn to before me this 9th day of AUGUST, 2021.

My Commission expires FEBRUARY 24, 2026.

AFFIX SEAL HERE



NOTARY PUBLIC [Signature]
 Purchasing Affidavit (Revised 01/19/2018)