



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: 12-21-2021

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 0403 0403 DBS2100000002 4	Procurement Folder:	847930
Document Name:	Campus wide access safety and related construction	Reason for Modification:	Change Order #3 issued to increase the contract per the attached documentation.
Document Description:	Campus wide access safety and related construction		
Procurement Type:	Central Purchase Order		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2021-07-12
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2022-05-07

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000204338 W HARLEY MILLER CONTRACTORS INC PO BOX 945  MARTINSBURG WV 254020945 US Vendor Contact Phone: 304-267-8959 Extension:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Michelle L Childers Requestor Phone: (304) 558-2686 Requestor Email: michelle.childers@k12.wv.us  <b>22</b> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
ACCOUNTS PAYABLE SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST  ROMNEY WV 26757-1894 US	CENTRAL SUPPLY SCHOOL FOR THE DEAF & BLIND 301 EAST MAIN ST  ROMNEY WV 26757-1894 US

Total Order Amount: \$308,363.00

Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION DATE: <u>Linda Harper 11/3/22</u> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <u>John S. Green</u> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION DATE: <u>Beverly Tolson 01-05-22</u> ELECTRONIC SIGNATURE ON FILE
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1/5/2022

**Extended Description:****Change Order**

Change Order No. 03 issued to increase the original contract according to all terms, conditions, and specifications contained in the original contract including all authorized change orders. The contract is being increased by \$23,363.00 as defined in the attached documentation.

Original Contract Amount: \$ 285,000.00

Change Order #3 - Increase \$ 23,363.00

New Contract Amount: \$ 308,363.00

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	72000000	0.00000		0.000000	285000.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Building and Facility Construction and Maintenance Services

**Extended Description:**

Building and Facility Construction and Maintenance Services

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	72000000	0.00000		0.000000	23363.00
Service From	Service To	Manufacturer	Model No		

**Commodity Line Description:** Addition of ADA ramp and power door operation

**Extended Description:**

CO#3 - Addition of ADA ramp and power door operation.



APPROVED  
*[Signature]*  
12/22/21

1900 Kanawha Boulevard, East, Building 6 • Charleston, WV 25305  
wvde.us

## MEMORANDUM

**TO:** Jo Ann Adkins, Purchasing and Operations Manager, Internal Operations

**From:** Micah Whitlow, School Facilities Services Manager, School Operations

**Date:** November 22, 2021

**Subject:** CPO DBS2100000002 – Change Order #3  
Campus-Wide Access Safety and Related Construction

School Facilities Services is requesting a funding increase of \$23,363.00 to execute work of a like nature to the original contract at two door locations not initially indicated in the bidding documents. This additional work was necessitated by changes in the internal functions and uses of the affected buildings after the original contract was executed. This change order will increase the overall safety and accessibility of the school and is vital to the daily operations of the school.

If any other information is needed for this Change Order, feel free to call me at Ext. 53427.

A handwritten signature in black ink, appearing to be "MW", with a long horizontal flourish extending to the right.

MW  
Attachments



# Document G701 - 2017

## Change Order

**PROJECT:** (Name and address)  
Campus Wide Access Safety  
301 East Main Street  
Romney, WV 26757

**CONTRACT INFORMATION:**  
Contract For: Construction

**CHANGE ORDER INFORMATION:**  
Change Order Number: 003

Date: 1 June 2021

Date: 17 December 2021

**OWNER:** (Name and address)  
WVSDb  
301 East Main Street  
Romney, WV 26757-1894

**ARCHITECT:** (Name and address)  
McKinley Architecture + Engineering  
32-20th Street  
Wheeling, WV 26003

**CONTRACTOR:** (Name and address)  
W. Harley Miller Contractors, Inc.  
PO Box 945  
Martinsburg, WV 25402

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

See attached documentation. This change order is a result of an "Owner Request."

The original Contract Sum was	\$ 285,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 285,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 23,363.00
The new Contract Sum including this Change Order will be	\$ 308,363.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

McKinley Architecture + Engineering


W. Harley Miller Contractors, Inc.

WVSDb

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

  
SIGNATURE

  
SIGNATURE

  
SIGNATURE

Bob Smith, CA

James Dailey, President

Clayton Burch, Superintendent

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

17 Dec 2021

12/20/21

12/31/2021

DATE

DATE

DATE



**WORK CHANGES PROPOSAL REQUEST**

(BASED UPON AIA DOCUMENT G709)

PROJECT (Name and address):

Campus Wide Access Safety West  
Virginia Schools for the Deaf and the Blind  
(WVSOB)

PROPOSAL REQUEST NUMBER:

01

OWNER: ☐

DATE OF ISSUANCE:

July 23, 2021

ARCHITECT: ☐

CONTRACT FOR:

General Construction

CONTRACTOR: ☐

OWNER (Name and address):

WVSOB  
301 East Main Street  
Romney, WV 26757

CONTRACT DATE:

June 1, 2021

ARCH. CONSULTANT: ☐

ARCHITECT'S PROJECT NO:

19036.01

CLERK OF WORKS: ☐

FROM ARCHITECT (Name and address):

McKinley Architecture and Engineering  
32 20th Street  
Wheeling, WV 26003

TO CONTRACTOR (Name and address):

W. Harley Miller Contractors, Inc.  
1193 Hedgesville Road Martinsburg,  
WV 25403

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Within Seven (7) days, unless noted otherwise, the Contractor must submit this proposal or notify the Architect, in writing, of the date on which proposal submission is anticipated.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION (Insert a written description of the Work):

We are requesting a proposal to add the following work to the current School Access Safety contract:

Seigny Building (formerly School for the Deaf) Ground Floor Door H7 (See attached Photo #Door H7e. & Door H7i).

- Revise door to a full ADA entrance (door currently specified to leave existing badge reader and manual operation in place, no power door operator).
- Add walkway to floor slab offset ADA transition ramp.
- Add heavy duty power door operator and related wiring circuits.
- Add ADA paddle switches, exterior and interior side, and related wiring circuits.
- Will now be similar to Door H4.

Keller Hall First Floor Door M1 (See attached Photo #Door M1e. & Door M1i) plus the Keller Hall Floor Plan locating the identified doors).

- This door was not part of original plans. FYI, the contractor and electrical subcontractor install this door as part of a former project and should be very familiar with it.
- The standard duty power door operator previous specified and installed failed, WVSOB Maintenance removed the operator arm so the door could be opened manually for now.
- Replace the standard duty power door operator with one of the heavy duty door operators specified in this project's plans.
- Add a push button and related wiring circuits into the adjacent Director's Office so that the Director can push the button to release the door for non-badged visitors entering the building. Mount button on office wall near desk.

ATTACHMENTS (List attached documents that support Description):

Photos of Door H7e, H7i, M1e, M1i and a Keller Hall Floor Plan

REQUESTED BY THE ARCHITECT FOR THE OWNER:

  
(Signature)

Christina Schessler  
Senior Architect

(Printed name and title)



AIP Morgantown  
833 West Run Road  
PO Box 4387  
Morgantown WV 26504  
United States  
800-972-5310

**Quoted To:**  
Mailing  
W. Harley Miller Contractors Inc.  
PO Box 945  
Martinsburg WV 25402  
United States

**Ship To:**  
W. Harley Miller Contractors Inc.  
1193 Hedgesville Road  
Martinsburg WV 25403  
United States

## Quote

**Quote Date:** 8/30/2021  
**Quote #:** QT26558  
**Expires:** 9/29/2021  
**Location:** Morgantown  
**Sales Rep:** Debby Sauceman  
**Terms:** Net 30  
**Shipping Method:** Truck Delivery  
**Ordered By:**  
**Customer Job Name:** WV School for D&B

### Customer Instructions:

Item	Qty	Units	Description	Price	Ext. Amount
Closer	1	EA	<b>H7:</b> 1ea Automatic Opener 9542 2ea Actuator 8310-853T 1ea Weather Ring 8310-801  <b>M1:</b> 1ea Automatic Opener 9542 REG 3ea Actuator 8310-853T 1ea Weather Ring 8310-801  <b>Notes:</b> 1. Tax is not included. 2. Installation is not included.	14,384.00	14,384.00

#### TERMS & CONDITIONS:

All returned stock material is subject to a 20% restocking fee.  
 NO returns are accepted on special order material.  
 All past due invoices are subject to a service charge of 1.5%/month.  
 Customer is responsible for the payment of any and all attorney fees necessary to collect payment of past due accounts.

<b>Subtotal</b>	14,384.00
<b>Shipping (Truck Delivery)</b>	0.00
<b>Total</b>	\$14,384.00

**Prices are current and subject to change. Supply chain market is volatile and availability could be limited.**



**S & S ELECTRIC, INC.**  
ELECTRICAL CONSTRUCTION

August 23<sup>rd</sup>, 2021

Estimating

**Subject: WVSDB Security Upgrades**

Dear Sirs & Madams,

Per your request, I am submitting costs for **RFP#1** on the aforementioned project. My price is based on drawings and scope of work. My price includes:

- Provide additional power and security at doors specified in RFP.
- Labor to install.
- Sales Tax.

My price to you is for the amount of: \$ 6,000.00.

I hope this proposal meets with your approval.

Sincerely,

*Dan Strietbeck*

Dan Strietbeck  
Estimator  
[Dan@ssewv.com](mailto:Dan@ssewv.com)

File:7182





**Handi Ramp**  
5600 99th Ave., Suite A / Kenosha / Wisconsin 53144  
Phone: 847-680-7700 / Fax: 847-816-8866  
www.HandiRamp.com

**QUOTE**  
RH082621A-1  
Valid Till: Sep 26, 2021

<b>BILL TO:</b> W. Harley Miller Contractors, Inc. Keith Kave  Baltimore, Maryland, United States (304) 267-8959	<b>SHIP TO:</b> W. Harley Miller Contractors, Inc.  ,,	Robert Hetzel rhetzel@handiramp.com  Thank you for the opportunity to earn your business.
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Quote Date	PO Number	Payment Terms	Shipping Method
Aug 31, 2021		Prepay	Common Carrier

Project Description: Custom rubber threshold ramp for 1 1/2" rise. Ramps to be 66" wide and comes in 2 pieces.

Freight not included. Can be provided upon request

S.No.	Items # Item Details	Qty	List Price	Total
1.	(Custom Rubber Threshold Ramp) Custom Rubber Threshold Ramp 1 1/2" H x 17 3/4" L x 66" W	1	\$ 371.39	\$ 371.39
2.	(Freight) Freight Freight not included. Can be provided upon request	1	\$ 0.00	\$ 0.00
Sub Total				\$ 371.39
Discount*				\$ 0.00
Tax**				\$ 0.00
Freight				\$ 0.00
<b>Grand Total</b>				<b>\$ 371.39</b>

#### Terms and Conditions:

**Return Policy:** All non-custom products may be returned within 30 days. Custom products can not be returned. All returns require return authorization and a 20% restocking fee. Returns shipped without authorization will be refused. Shipping costs for returns are at the customer's expense. Call 847-680-7700 to request a return authorization number.

**Delinquent Accounts:** A discount has been offered in return for prompt payment and will be withdrawn if payment is late. Overdue accounts will be charged a late fee of 1.5% per month. All discounts offered are applicable only if invoice is paid on or before due date listed. **Surcharge:** Due to volatility in the raw material prices, final material surcharge will be determined at time of production.

**Limited Warranty:** The Handi-Ramp warranty provides for a one-year limited warranty from the date of invoice against defects in material and workmanship. We will repair or replace the product at our discretion. This Warranty does not cover misuse or abuse of the product by the user. This warranty requires that the owner / user provide standard maintenance including but not limited to cleaning, painting and bolt tightening if applicable. \*\*Tax: Applicable TAX will be applied or adjusted at time of shipping per your state's requirements.

#### Quotation Acceptance:

By my signature below, I hereby authorize Handi-Ramp to proceed with production and delivery of work / product as quoted herein. I understand that custom items require additional signed authorization approving production drawings.

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**SAFE****PATH**  
P R O D U C T S

www.SafePathProducts.com | 1-800-497-2003  
21 Valley Court, Chico, CA. 95973



## EZEdge™ Transitions

### EZEdge™ Transition Site Applications



SCHOOLS



RESIDENTIAL



GYMNASIUM



COMMERCIAL



STADIUMS

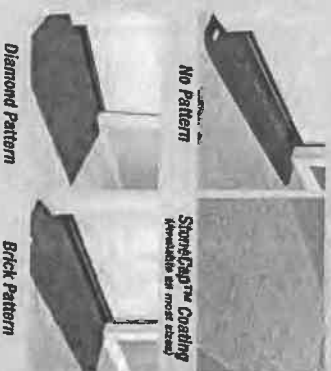


MULTI-FAMILY

## Product Specs

- ▲ Solid, 100% recycled rubber
- ▲ Made in the USA
- ▲ Designed for immediate and easy installation
- ▲ Ensures instant accessibility
- ▲ 3-sided approach
- ▲ Easily cut to fit inside door jams, molding, etc.
- ▲ Available in ½" up to 2" heights
- ▲ Custom sizes available

### ▲ Grip patterns & colors vary by size



## EZEdge™ Transitions

### PROBLEM:

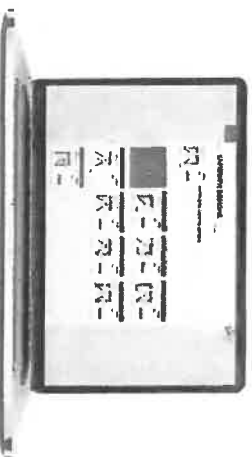
Most doorways have threshold lips that exceed ½" in height. This makes it difficult for wheelchair users to navigate and also creates a tripping hazard.

### SOLUTION:

Install EZEdge™ transition ramps for an immediate resolution.

## REQUEST YOUR QUOTE ONLINE!

[www.SafePathProducts.com/designs](http://www.SafePathProducts.com/designs)



Or Call SafePath Products Today

1-800-497-2003



Customize the color of your EZEdge™ Transition with StoneCap™ coating

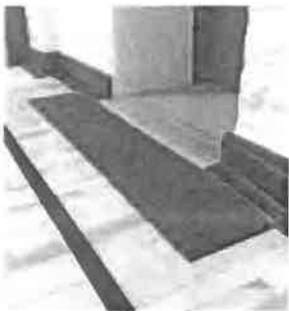


# EZEdge™ Transition Applications



## RESIDENTIAL

Almost any threshold can be made accessible quickly and effortlessly.



## GYMNASIUM

Gym floors and doorways are made compliant in minutes with solid rubber ramps, removing tip hazards.



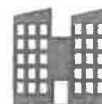
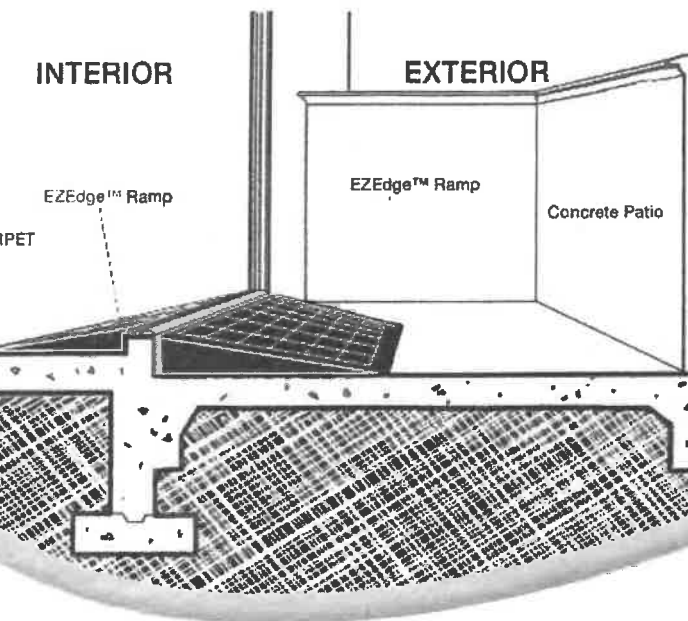
## COMMERCIAL

Single, double or even roll-up doors become accessible quickly and easily and do not have any weight limitations.



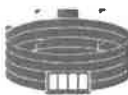
## SCHOOLS & PARKS

Every accessible route, either interior or exterior, can instantly be made ADA compliant.



## MULTI-FAMILY

Exterior and interior entrances, balconies, storage units and garages are made accessible and compliant with EZEdge™ ramps.

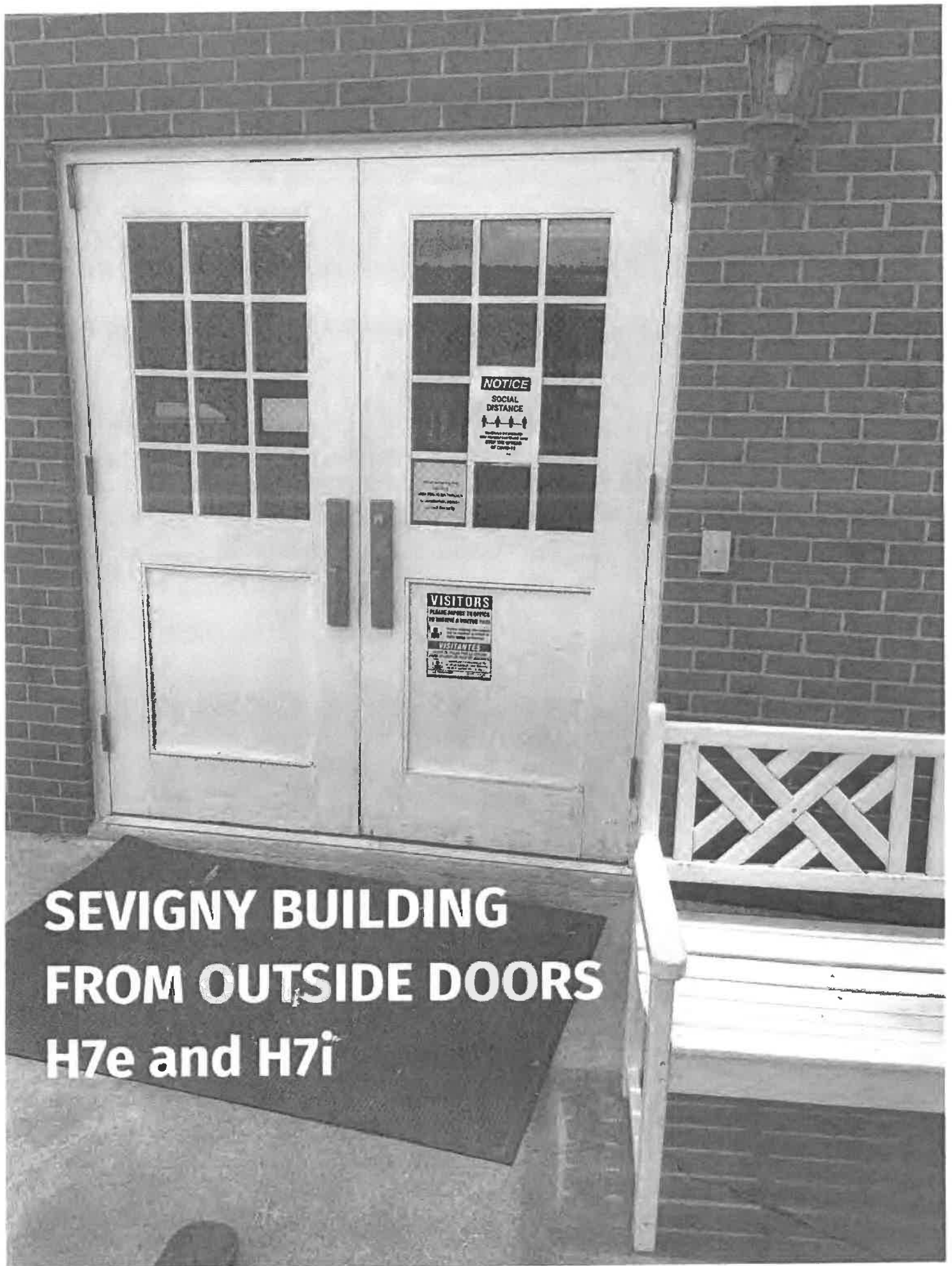


## STADIUMS

Surround field turf and sport-flooring with our EZEdge™ ramps, making every thruway accessible and safe.

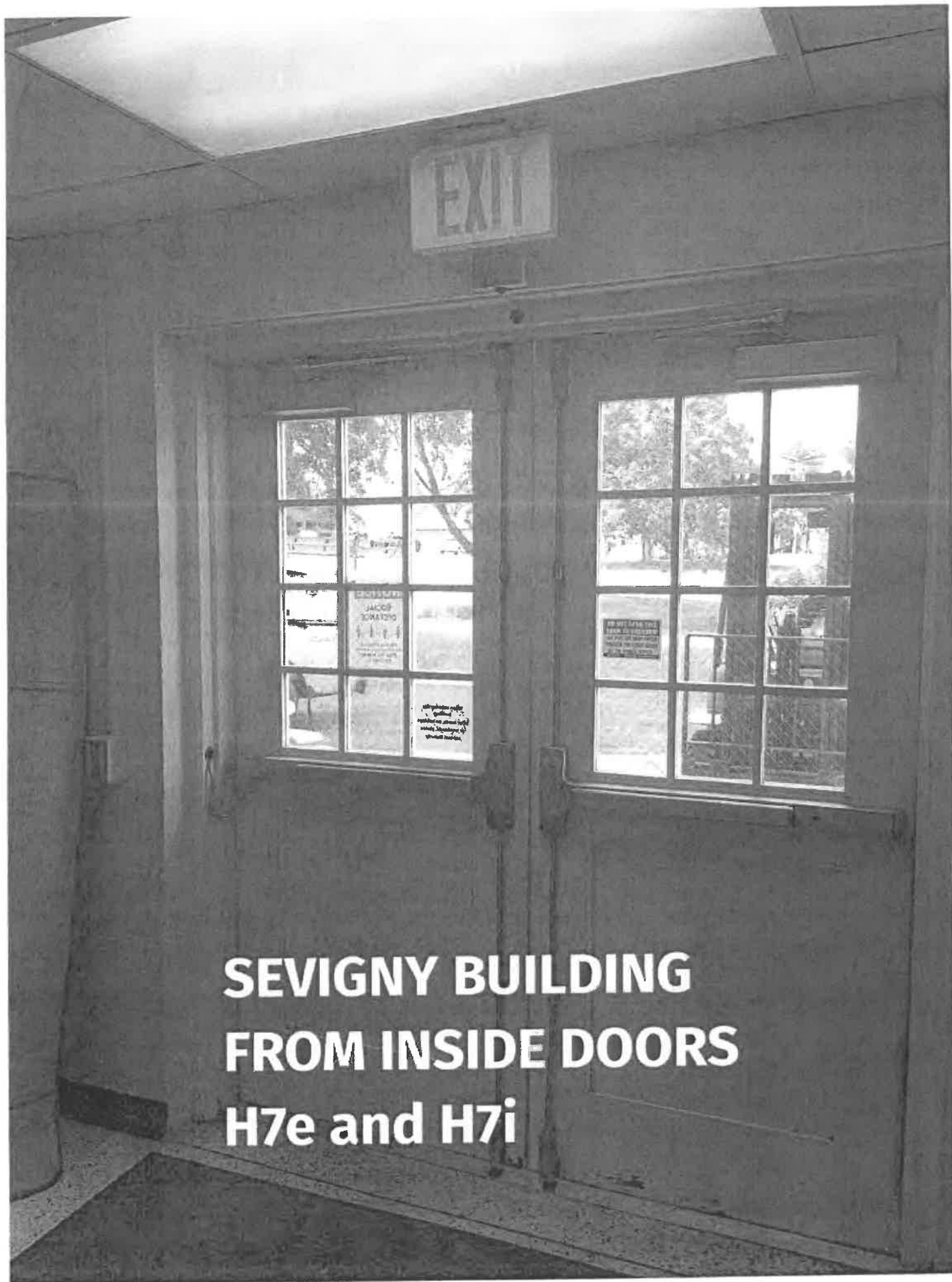


www.SafePathProducts.com | 1-800-497-2003  
311 Otterson Drive #10, Chico, CA, 95928



**SEIGNY BUILDING  
FROM OUTSIDE DOORS  
H7e and H7i**

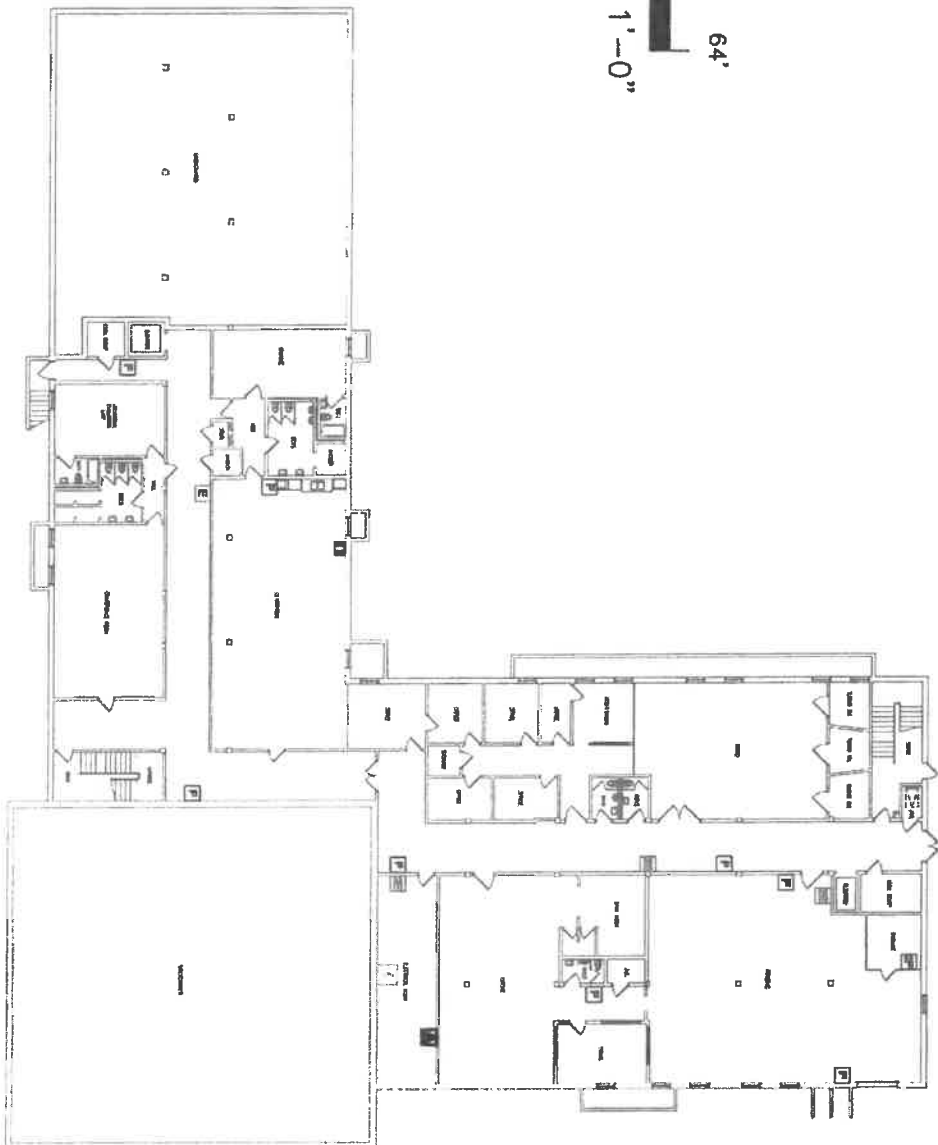




**SEVIGNY BUILDING  
FROM INSIDE DOORS  
H7e and H7i**

0 16' 32' 64'

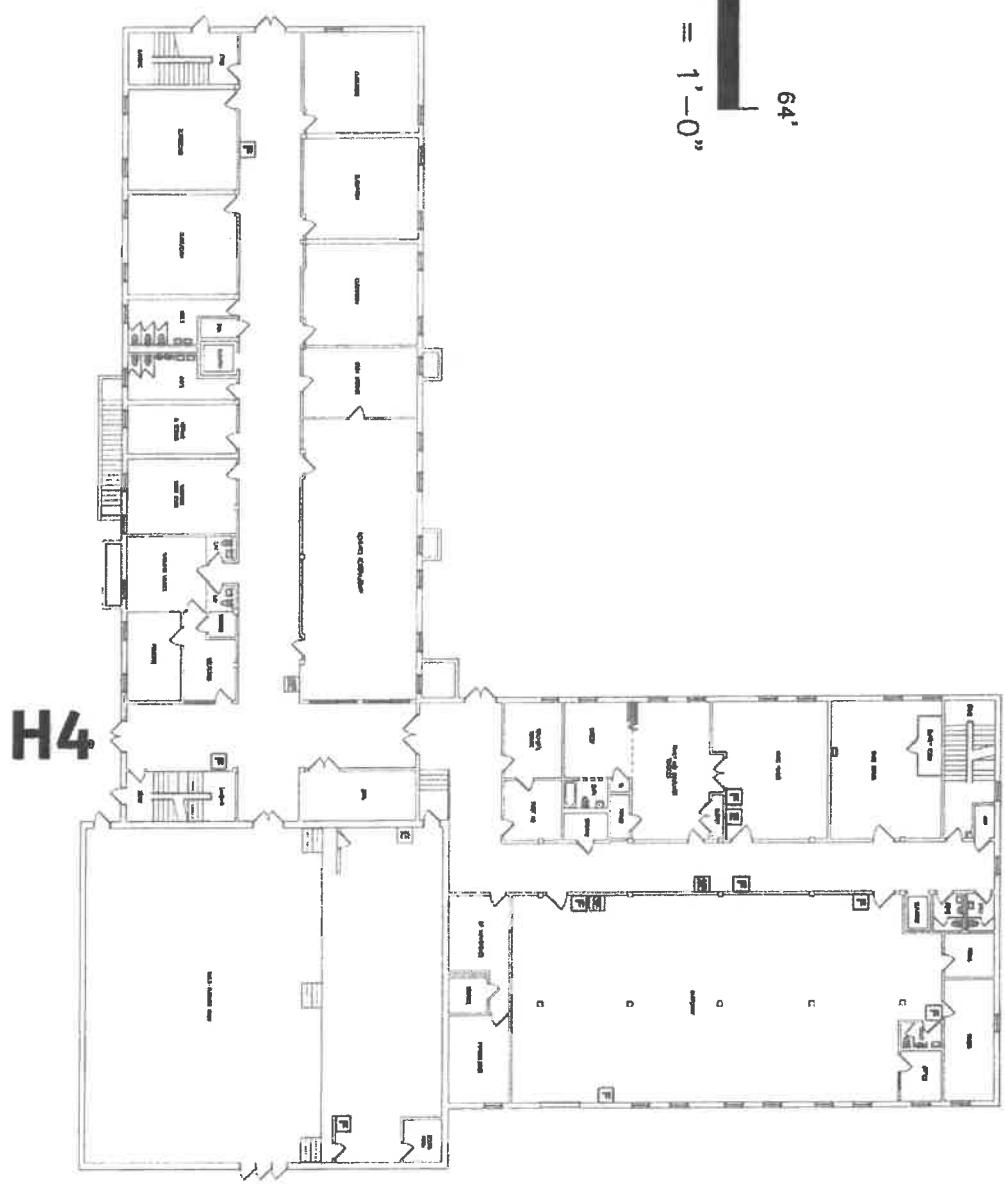
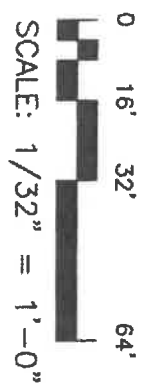
SCALE: 1/32" = 1'-0"



## Secondary School for the Deaf

## Overall Ground Floor Plan

1	Exterior Door Tug		Main Electrical Shutoff
2	Main Gas Shutoff	3	Main Water Shutoff
4	Electrical Box		
5	Fire Extinguisher		

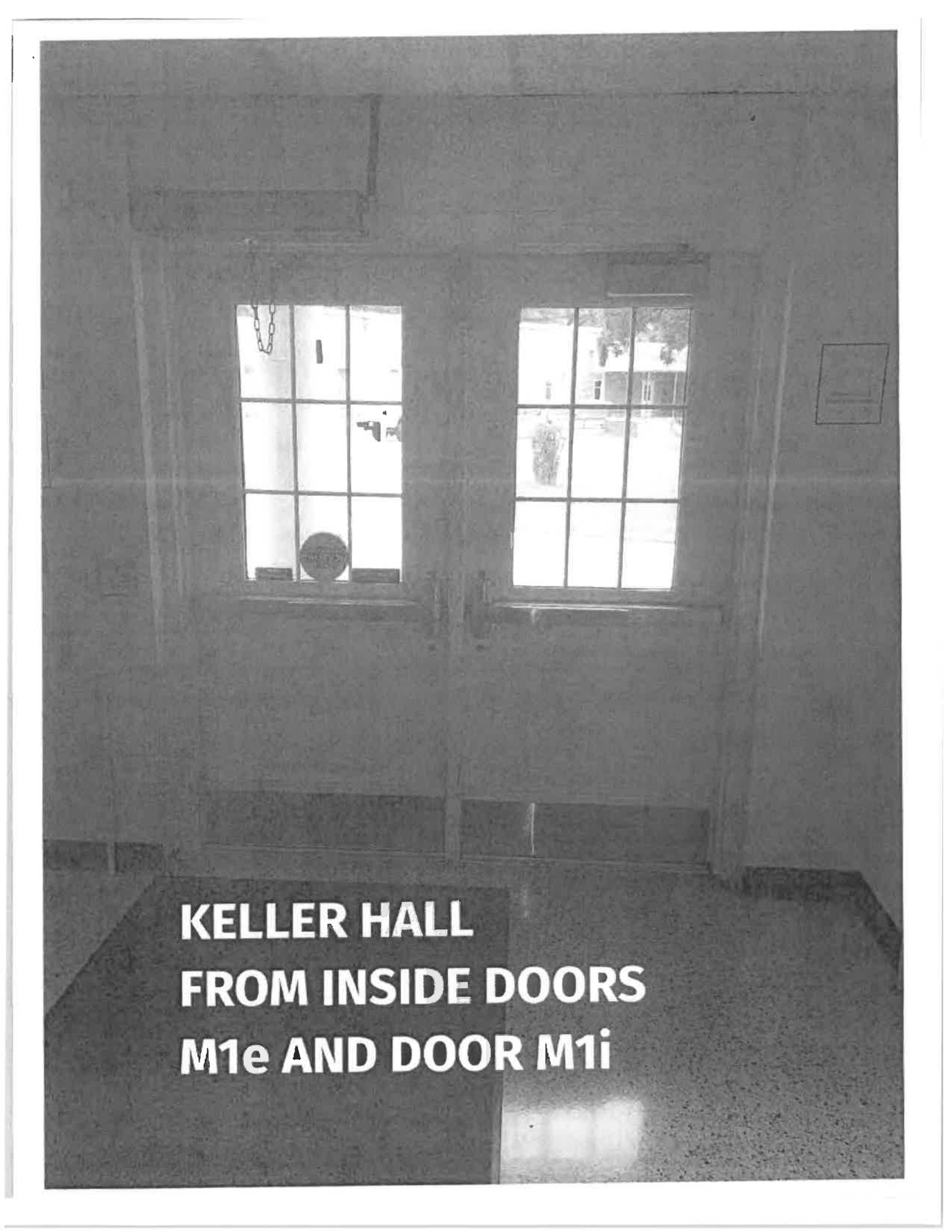


<b>Secondary School for the Deaf</b>	
<b>Overall First Floor Plan</b>	
<b>1</b> Exterior Door Tag	<b>5</b> Main Electrical Shutoff
<b>2</b> Main Gas Shutoff	<b>6</b> Main Water Shutoff
<b>3</b> Electrical Box	
<b>4</b> Fire Extinguisher	





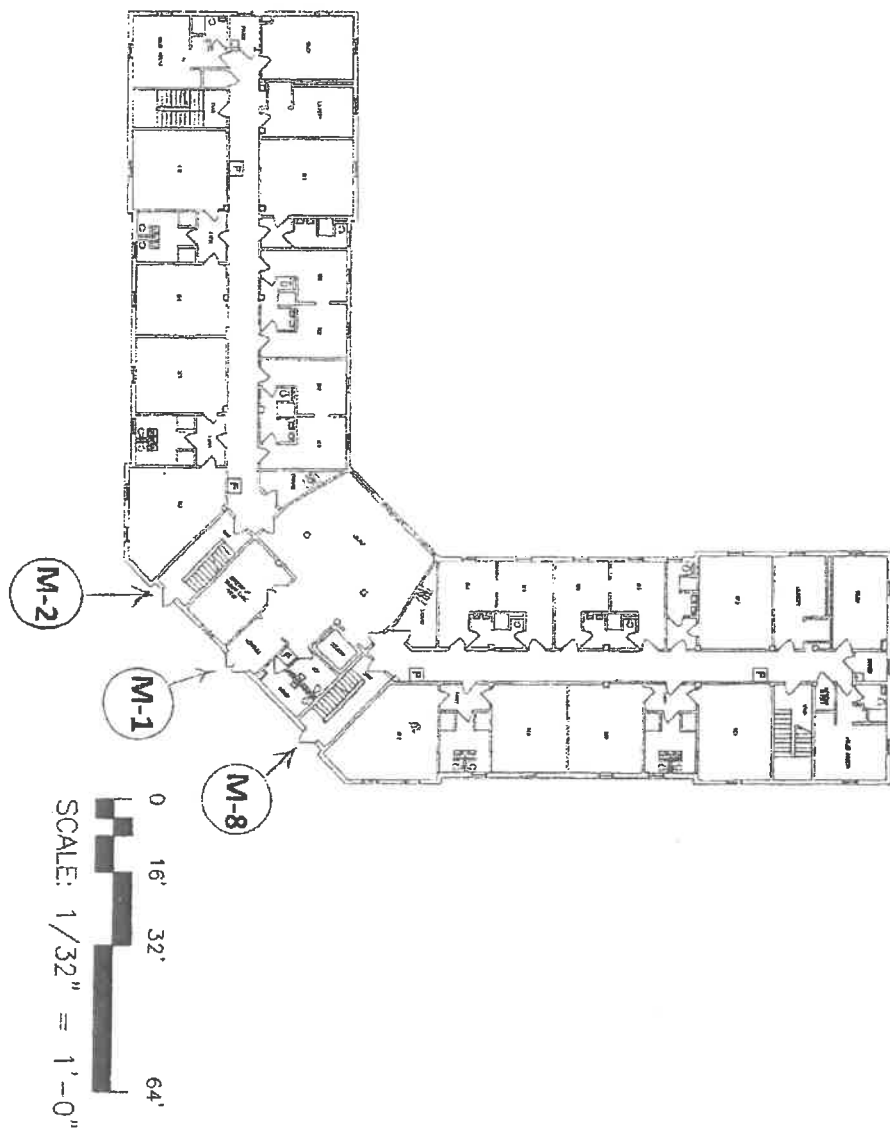
**KELLER HALL  
FROM OUTSIDE DOORS  
M1e AND DOOR M1i**



**KELLER HALL  
FROM INSIDE DOORS  
M1e AND DOOR M1i**

Keller Hall	
1 Exterior Door Top	13 Main Electrical Shutoff
2 Main Gas Shutoff	14 Main Water Shutoff
3 Electrical Box	
4 Fire Extinguisher	

# Overall First Floor Plan



## Increase PENALTY RIDER

BOND AMOUNT \$285,000.00

BOND NO. 82C233140

To be attached and form a part of Bond No. 82C233140 dated the 10th day of May, 2021, executed by Liberty Mutual Insurance Company as surety, on behalf of W. Harley Miller Contractors, Inc. as current principal of record, and in favor of State of West Virginia Department of Administration, as Obligee, and in the amount of Two Hundred Eighty Five Thousand Dollars and 00/100 (\$285,000.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Liberty Mutual Insurance Company hereby consents that effective from the 17th day of December, 2021, said bond shall be amended as follows:

**THE BOND PENALTY SHALL BE Increased:**

**FROM: Two Hundred Eighty Five Thousand Dollars and 00/100 (\$285,000.00)**

**TO: Three Hundred Eight Thousand Three Hundred Sixty Three Dollars and 00/100 (\$308,363.00)**

The Increase of said bond penalty shall be effective as of the 17th day of December, 2021, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 27th day of December, 2021.

W. Harley Miller Contractors, Inc.  
PRINCIPAL

BY: James W. Dailey, III - President

Liberty Mutual Insurance Company  
SURETY

BY: Kimberly L. Miles, Licensed WV Resident Agent, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

State of West Virginia Department of Administration  
OBLIGEE

BY: Linda Harper, Buyer Supervisor  
TITLE

# ACKNOWLEDGMENTS

## Acknowledgment by Principal if individual or Partnership

1. STATE OF \_\_\_\_\_
2. County of \_\_\_\_\_ to-wit: \_\_\_\_\_
3. I, \_\_\_\_\_, a Notary Public in and for the \_\_\_\_\_
4. 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.
5. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_
6. Notary Seal \_\_\_\_\_
7. \_\_\_\_\_  
(Notary Public)
8. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_

## Acknowledgment by Principal if Corporation

9. STATE OF West Virginia
10. County of Berkley to-wit: \_\_\_\_\_
11. I, Vickie R Kave, a Notary Public in and for the \_\_\_\_\_
12. county and state aforesaid, do hereby certify that James W. Dailey III
13. who as, President signed the foregoing writing for \_\_\_\_\_
14. 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.
15. Given under my hand this \_\_\_\_\_ day of December \_\_\_\_\_, 2021
16. Notary Seal Vickie R Kave  
11 Colorado Court  
Falling Waters, WV 25419  
My Commission Expires October 29, 2024
17. Vickie R Kave  
(Notary Public)
18. My commission expires on the 24th day of October 2024.

## Acknowledgment by Surety

19. STATE OF West Virginia
20. County of Kanawha to-wit: \_\_\_\_\_
21. I, Tammy Selbe, a Notary Public in and for the \_\_\_\_\_
22. county and state aforesaid, do hereby certify that Kimberly L. Miles
23. who as, Attorney-in-Fact signed the foregoing writing for \_\_\_\_\_
24. Liberty Mutual 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.
25. Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2021
26. Notary Seal TAMMY SELBE  
105 Southern Woods Drive  
South Charleston, WV 25309  
My Commission Expires August 10, 2024
27. Tammy Selbe  
(Notary Public) Tammy Selbe
28. My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

## Sufficiency in Form and Manner of Execution Approved

This 5th day of January 2022

By: John S. Selbe Attorney General  
(Deputy Attorney General)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8206388-019026

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Benedict J. Tockarschewsky; Donald L. Roberts, Jr.; Francis M. McGinley; Jessica J. Bentley; Kimberly L. Miles; Lisa M. Habernehl; Mary J. Grant; Steven D. Logue

all of the city of Blue Bell state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of October, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 1st day of October, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of December, 2021.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: W. Harley Miller Contractors, Inc.

Authorized Signature:  Date: 4/20/2021

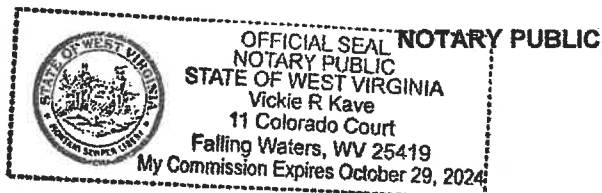
State of West Virginia

County of Berkeley, to-wit:

Taken, subscribed, and sworn to before me this 20th day of April, 2021.

My Commission expires October 29, 2024.

**AFFIX SEAL HERE**



Vickie R. Kave

Purchasing Affidavit (Revised 01/19/2018)