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

Solicitation

NUMBER MMB14100 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

304-525-7801

ROBERTA WAGNER 304-558-0067

25705

HEALTH AND HUMAN RESOURCES SHIP MILDRED MITCHELL-BATEMAN HOSPITAL 1530 NORWAY AVENUE HUNTINGTON, WV

RFQ COPY TYPE NAME/ADDRESS HERE

Harris Brothers Roofing Company, Inc. 1533 Hansford Street Charleston, WV 25311

DATE PRINTED 12/09/2013

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INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- 2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3.	PREE	ID MEETING: The item identified below shall apply to this Solicitation.
		A pre-bid meeting will not be held prior to bid opening.
		A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

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

Wednesday January 8th, 2014 @ 10:30 A.M.
ADMIN BUILDING #1, 1ST FLOOR CONFERENCE ROOM
MILDRED MITCHELL-BATEMAN HOSPITAL
1530 NORWAY AVENUE
HUNTINGTON WV 25705

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

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

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

Question Submission Deadline: January 14, 2014 at 5:00pm

Submit Questions to: Roberta Wagner

2019 Washington Street, East Charleston, WV 25305 Fax: 304-558-4115

Email: Roberta.A.Wagner@wv.gov

- 5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
- 6. BID SUBMISSION: All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division 2019 Washington Street East Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:
SEALED BID
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:
In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:
BID TYPE: Technical Cost
BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.
Bid Opening Date and Time: January 21st, 2014 at 1:30pm

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East Charleston, WV 25305-0130

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

7.

GENERAL TERMS AND CONDITIONS:

- CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division
 Director, or his designee, and approved as to form by the Attorney General's office constitutes
 acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's
 signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions
 contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - **2.6 "Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3.				The term of this Contract shall be determined in
	accord	lance with the category that has bee	n identified as	applicable to this Contract below:
		Term Contract		
		Initial Contract Term: This	s Contract beco	omes effective on
		and extends for a period of		vear(s).

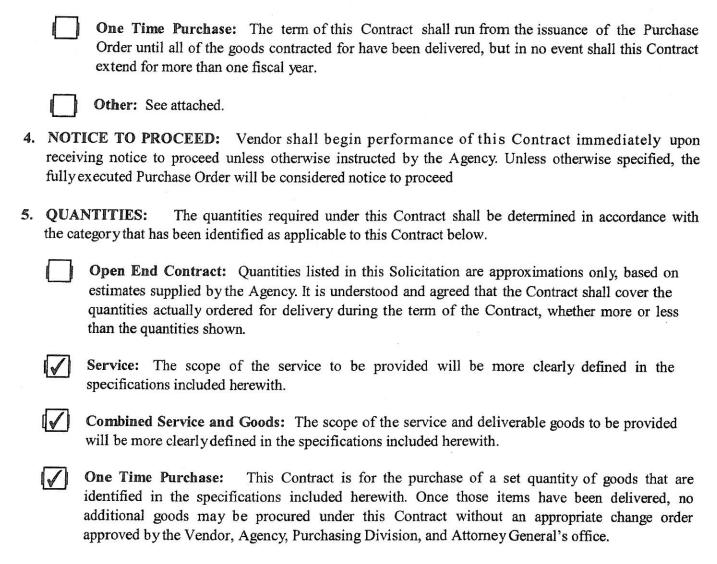
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to

successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

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

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 90 WORKING days.



- 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

\checkmark	BID BOR total amore with the b	ND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of unt of the bid protecting the State of West Virginia. The bid bond must be submitted.	the ed
V	in the amo	MANCE BOND: The apparent successful Vendor shall provide a performance bond ount of 100% of the bid amount. The performance bond must be directived by the Purchasing Division prior to Contract award. On construction the performance bond must be 100% of the Contract value.	
V	labor/mate	MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide rial payment bond in the amount of 100% of the Contract value. The labor/material must be issued and delivered to the Purchasing Division prior to Contract award.	le a rial
certifi or irre same abor/i	ed checks, c evocable lette schedule as	Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may prove ashier's checks, or irrevocable letters of credit. Any certified check, cashier's checker of credit provided in lieu of a bond must be of the same amount and delivered on the bond it replaces. A letter of credit submitted in lieu of a performance ament bond will only be allowed for projects under \$100,000. Personal or busine eptable.	the
√	maintenance	ANCE BOND: The apparent successful Vendor shall provide a two (2) ye bond covering the roofing system. The maintenance bond must be issued a the Purchasing Division prior to Contract award.	ear
\checkmark	WORKERS	S' COMPENSATION INSURANCE: The apparent successful Vendor shall have workers' compensation insurance and shall provide proof thereof upon request.	
\checkmark	INSURANC prior to Cont	CE: The apparent successful Vendor shall furnish proof of the following insurance tract award and shall list the state as a certificate holder:	
		Commercial General Liability Insurance: \$1,000,000.00 Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.	
	\checkmark	General Property Damage - \$1,000,000.00 per occurrence	C)

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.
WEST VIRGINIA CONTRACTOR'S LICENSE

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

- 9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 20. INTEREST: Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

- failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

- requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.
- 30. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- 36. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. [RESERVED]

- 39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.
- 40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired

by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

- 44. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
 - Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- **46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered

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

- 47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- following reports identified by a checked box below:

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

 Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing

Vendor shall provide the Agency and/or the Purchasing Division with the

- of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information

50. REPORTS:

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

- 52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- **b.** The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name:		Brothers		
Contractor's License	No	WV000232		

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

- 2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
 - 2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

- 4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
- 5. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
 - a. Required Information. The subcontractor list shall contain the following information:
 - i. Bidder's name
 - ii. Name of each subcontractor
 - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
 - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
 - b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
 - c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy,
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
- 6. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

REQUEST FOR QUOTATION MMB14100 – BUILDING #3 ROOF REPLACEMENT

SPECIFICATIONS

- 1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of Mildred Mitchell Bateman Hospital located at 1530 Norway Avenue, Huntington WV 25705 to establish a contract for the one time purchase to provide all labor, materials, equipment and anything incidental to replace the entire Building # 3 existing ballasted roofing system with a fully adhered membrane roofing system.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1 "Desired Item"** means Replacement of existing ballasted roof with a fully adhered EPDM roofing system.
 - 2.2 "Bid Evaluation Page" means the page upon which Vendor should list its proposed price for the Desired Items in the manner requested by thereon. The Desired Item is either included on the last page of this RFQ or attached hereto as Exhibit A.
 - 2.3 "RFQ" means the official RFQ published by the Purchasing Division and identified as MMB14100.

3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Desired Item Requirements: Desired Item must meet or exceed the mandatory requirements listed below.
 - 3.1.1 Removal of existing ballasted roof Roll Stays On Site
 - 3.1.1.1 Contactor must remove existing ballast rock and dispose of in an approved location on site. Site to be determined by the Director of Maintenance at Mildred Mitchell-Bateman Hospital.
 - 3.1.1.2 Contractor must remove existing roofing system down to metal decking on approximately 15,000 square feet (150 square) of roofing. All measurements on roof size and additional components, i.e.: gutters, downspouts, etc., are estimates only. Vendor will be responsible for verifying measurements prior to installation and actual needs will be provided, whether it is greater or less than stated.

REQUEST FOR QUOTATION MMB14100 – BUILDING #3 ROOF REPLACEMENT

3.1.2 Installation of new ballasted roof

- 3.1.2.1 Contractor must mechanically fasten a minimum of 2.5" Polyisocyanurate, or equal insulation, 1/8" slope per foot, fully tapered insulation of the entire roof area. Average R-Value of tapered insulation shall be R-25 at a minimum. Add wood blocking as necessary, at perimeters to maintain a constant perimeter edge height equal to or above the maximum height of tapered insulation.
- 3.1.2.2 Contractor must install a Carlisle, or equal .060 fully adhered Ethylene Propylene Diene Monomer (EPDM) rubber roof system over new insulation with all membrane seams overlapping a minimum of 4 inches.
- 3.1.2.2 Contractor must install approximately Twenty Five (25) 30" x 30" EPDM Pads around existing rooftop equipment to protect roof from foot traffic due to maintenance of equipment.
- 3.1.2.3 Contractor must fabricate and install approximately 530 linear feet of 24 gauge Kynar, or equal coping material. Color to be chosen from standard color chart by the Director of Maintenance at Mildred Mitchell-Bateman Hospital.
- 3.1.2.4 Contractor must, upon completion, furnish a written 15 year manufacturer's warranty for all labor and material.

4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **4.2 Bid Evaluation Page:** Vendor should complete the Bid Evaluation Page by submitting a total lump sum bid amount. Vendor should complete the Pricing Page in full as failure to complete the Bid Evaluation Page in its entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION MMB14100 – BUILDING #3 ROOF REPLACEMENT

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted under this Contract.

6. PERFORMANCE:

- 6.1 Performance: Vendor shall install the Contract Items immediately after being awarded this Contract and receiving a notice to proceed. Vendor shall deliver the Desired Items within 90 working days after receiving the notice to proceed. Contracted Items must be installed at the Agency located at: 1530 Norway Avenue, Huntington WV 25705
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the installation or delivery of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.

EXHIBIT A

PRICING PAGE FOR MMB14100

TOTALS

1. LUMP SUM BID LABOR, MAT	ERIAL, EQUIPMENT & SUPPLIES	\$ 246,453.00
	TOTAL COST BID SUMISSION	\$ 246,453.00
This award will be ma	nde to the lowest bid meeting or exceeding	g the specifications
Please Print Informati	ion Below.	
Company Name:	Harris Brothers Roofing Company, Inc	
Sales Representative:	Eric Ihnat	
Vendor Address:	1533 Hansford Street	
	Charleston, WV 25311	
Vendor Phone:	304-343-5566	
Fax Number:	304-343-5568	
Email Address:	eric.ihnat@frontier.com	
Remit to Address:	1533 Hansford Street	
	Charleston, WV 25311	

SignatureEric Ihnat, Project Manager

January 21, 2014

Date



EXHIBIT "B"

ASBESTOS REPORT

Report Date:	Project Number:			Asbestos Present:		
9/13/2013	13-526		\boxtimes	Yes		
Property Owner: Mildred Mitchell- Bateman Hospital P.O. Box 448 Huntington, WV 25709- 0448	Property Address: Mildred Mitchell- Bateman Hospital Bldg. 3 Huntington, WV (Roof only)			No Friable Non-Friable		
	(Roof only)			Presumed		
Mildred Mitchell-Bateman Ho- quantities, percentages and loc IMPORTANT: This document is inter- sensitive information that is privileged, confid- other than the intended recipient, or a duly des	ation of asbestos con ded only for the individual or lential, and/or proprietary. Dis signated employee or agent of	taining materials. entity to which it is direct semination, distribution, o	ted. This	document contains competition tion of this document by anyone		
may not be divulged to third parties without en	epressed written consent.					
Date of Inspection: 9/6/2013 Year Constructed: 70+ Approx. SF of Building: 14,500 Current Use: Hospital County: Cabel		Renovation/Demo Number of Floors Basement/Crawlsp Prior Use: Hospit	: 5 pace: Ba			
				,		

WV022387

Fried Name: Jeff Bailey License #: WV A1007437



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Section 1 - Executive Summary

Below is a summary of the data and analysis presented in this document. Additional details are provided in the following sections.

Bulk Sample Concentrations

Astar Abatement, Inc. (Astar) collected bulk samples of suspect materials. Thirty three (33) sample(s) of suspect materials were collected from the structure as described in Section 4 Data Collection and Analysis.

The collected samples were forwarded to CEI Labs, Cary, NC for analysis. Table 1 in APPENDIX 3 presents a synopsis of the laboratory data. The results that indicate regulated asbestos containing materials are in highlighted in <u>red</u>.

Conclusions

The analytical results indicate that some of the materials identified in this report are asbestos containing. Current laws and regulations require the removal of asbestos-containing materials (ACM) prior to any renovation or demolition activities which may disturb these materials. If removal of ACM is necessary, a West Virginia Bureau for Public Health (WVBPH) licensed asbestos abatement contractor should be contracted to perform the removal work and submit necessary regulatory notifications. If the property is a single family dwelling and the occupant is also the owner, he/she must contact the West Virginia Bureau for Public Health to get a waiver in order to perform the removal themselves. The WVBPH, Office of Radiation, Toxins and Indoor Air may be reached at 304-558-2981.

Caution should be exercised during the renovation/demolition activities in the event materials not identified in this report, known, assumed, or suspected to contain asbestos are exposed during these activities. In the event additional suspect material is discovered during this activity, work with the potential for disturbance should be stopped until sampling and analysis has been performed.

Page 3 Post Office Box 13533 Sissonville, West Virginia 25360



Section 2 - Scope of Work

In response to a request from Mr. Daniel Persinger, Astar conducted a limited scope asbestos inspection of the property on Mildred Mitchell-Bateman Hospital (roof only bldg. 3).

The purpose of the inspection was to determine if asbestos containing materials were present prior to renovation. This report represents the results from a limited inspection performed in accordance with directions agreed upon by the owner and Astar.

This report or any statements or information contained herein shall not be interpreted to imply any conclusions or opinions related in any manner as to whether any potential health risks to individuals exposed to the building environments were or were not present at the time of our inspection or may or may not develop at some time in the future.

This report is not a guarantee or warranty of any kind and was prepared for the exclusive use of the owner and Astar Abatement, Inc. and may be provided to others for disclosure purposes only. Prospective purchasers or any other interested parties are advised that this report is not intended for their use or benefit nor is to be relied upon to ascertain the condition of the property. Astar Abatement, Inc., their employees, agents and subcontractors do not assume any liability for hidden/latent defects or conditions of any kind.

Indemnification:

Astar Abatement, Inc., its employees or subcontractors, shall not be legally responsible for any direct, indirect, incidental, special, consequential or exemplary damages, including (but not restricted to) damages for loss of investment, value, use, expenditure, or other intangible losses (even if Astar has been advised of the possibility of such damages), resulting from: 1) the use or the incapability to use this document or previously related documentation issued by Astar; 2) statements or behavior of any third party; or 3) any other matter relating to our efforts regarding the referenced property. On no occasion shall total legal responsibility to any concerned party for all damages, losses, and causes of action go beyond the amount paid to Astar for the preparation and publication of this specific document.

Every attempt was made to gain access to each and every area or to access representative materials entering or leaving such areas. Astar Abatement, Inc. accepts no liability nor makes any claims regarding asbestos or suspect materials that were not accessible during the inspection process. Especially if such material was located behind or within walls, concrete decks, sub-floors, chases, or was otherwise generally inaccessible without destructive sampling.

The information in the report or portions thereof may be required to be included in the notifications to contractors or other visitors to the building(s). This report is not intended to be used as a specification or work plan for any of the work suggested or recommended in this report.

This report is based upon conditions and practices observed at the property and information made available to the surveyor. This report does not intend to identify all hazards or unsafe practices, or to indicate that other hazards or unsafe practices do no exist at the premises.



Section 3 Definitions of Terms, Abbreviations, and Symbols:

PLM: Polarized Light Microscopy. Standard methodology for analyzing suspect materials for asbestos content.

Limited Scope: Only certain area(s) of the structure was inspected as per the owner's request. Any suspect material in the remaining area must be considered to be asbestos containing until proven otherwise.

Complete Inspection: Inspection of all areas of the structure including interior and exterior materials and all other areas generally accessible.

ND: None Detected - the level of asbestos was below the detection limit of the analytical method.

<(Left Pointer): Less than...

EPA: United States Environmental Protection Agency

RACM: Regulated Asbestos Containing Material - Any material containing greater than 1% of asbestos.

Friable: Any material, when dry, that can be crushed, crumbled or reduced to powder by hand pressure.

Category I Non-Friable: Resilient floor covering, roofing, gaskets or packings.

Category II Non-Friable: All other non-friable asbestos containing materials.

WVBPH: West Virginia Bureau for Public Health - Radiation, Toxics and Indoor Air Division

Sq. Ft. (sf): Square feet

Ln. Ft.(If): Linear feet

TSI: Thermal System Insulation

Ftgs: Fittings



Section 4 - Sample Collection and Analysis

This section presents a summary of the sample collection and analysis tasks.

Laboratory Requirements

A laboratory experienced in the analysis of building materials and maintaining traceable quality control documentation is necessary to establish a reliable chain of evidence. The laboratory shall successfully participate in the American Industrial Hygiene Association (AIHA) bulk asbestos quality assurance program or the National Voluntary Laboratory Accreditation Program (NVLAP). NVLAP accreditation is required for the analysis of public or private school samples (K-12).

Summary of Data Collection and Analysis

Astar collects samples of suspect materials that may contain asbestos fibers according to the table below:

Est Quantity of Surfacing Materials	# Samples
<1,000 sq. ft.	3
1,001 sq. ft 5,000 sq. ft.	5
>5,000 sq. ft.	7
Thermal System Insulation	1
Per Homogeneous area	3
Per 6 ln. ft. patch	1
Miscellaneous & Non-friable	
Per Homogeneous area	1.0
"The inspector shall insure that the samples taken were "sufficient to determ the material contains asbestos.	

The sample(s) were collected and placed in a clean, sealable container and labeled with a unique identifying number. This sample number was then recorded on the Sample Chain of Custody (COC) and when conditions permit on the sample location to permit identification of the material in the future. To avoid the potential release of asbestos fibers, Astar performs bulk sampling of suspect material in accordance with generally accepted procedures outlined in the Asbestos Hazard Emergency Response Act (AHERA). Additional information may have also been recorded including the date of the inspection, inspector's name, building name or number, description and location of the material being sampled and quantity of material. The location of the sample may also be recorded on a drawing.

Analysis of Samples

Bulk samples were submitted to the laboratory for analysis by PLM with dispersion staining (EPA-600/R-93/116). The EPA currently recommends this method for the determination of asbestos in bulk samples of suspect materials, can be used for the qualitative identification of the six (6) different types of asbestos fibers: Chrysotile, Amosite, Crocidolite, Anthophyllite, Tremolite and Actinolite. This method specifies that the asbestos content will be estimated and reported as a finite percentage (rounded to the nearest percent) within the range of zero to one hundred percent (0%-100%).

The results of the bulk sample analysis are reported in the laboratory report located in the Appendix of this report. The report includes the sample number, laboratory assigned number along with the asbestos

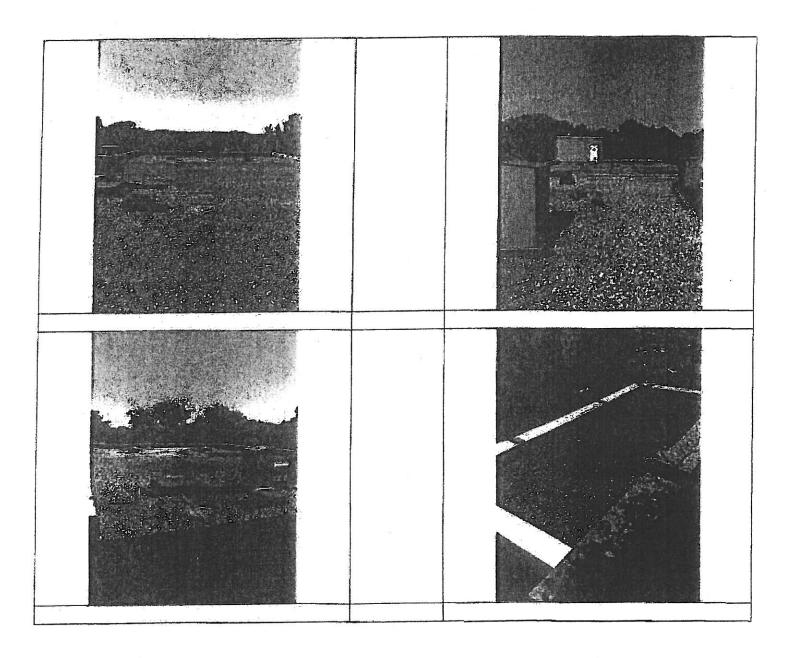


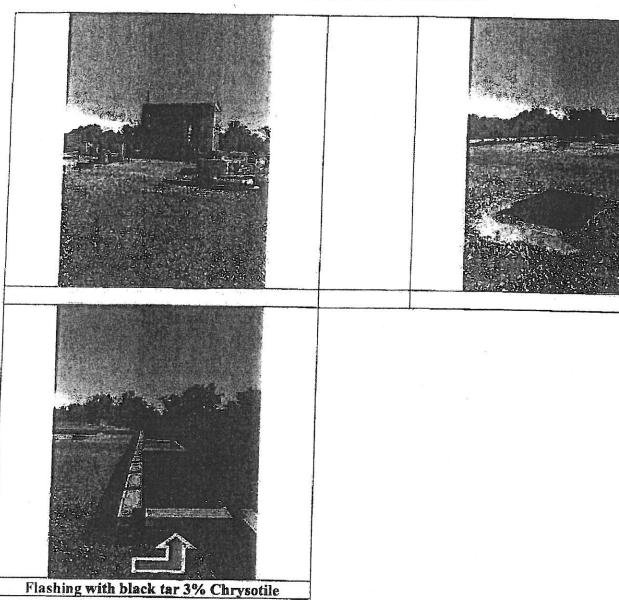
content of each sample. If a bulk sample contained more than one distinct layer of material, each layer was analyzed separately. This separation resulted in a total number of Thirty three (33) samples being analyzed.

The EPA recommends for bulk samples containing less than ten percent (<10%) of asbestos, the sample be analyzed by the point count method reference PLM, EPA 600/R-93/116. This analytical method is a more accurate way of determining the actual asbestos content percentage. For this particular project, 0 sample(s) was/were analyzed using the point count methods. A copy the laboratory results and the chain of custody are located in the Appendix.



Section 5 - Photograph/Drawings







Appendix 1 Laboratory Results



ASBESTOS LABORATORY REPORT

Prepared for

Astar Abatement, Inc.

PROJECT:

13-526

CEI LAB CODE: A13-10787

DATE ANALYZED: 09/11/13

DATE REPORTED: 09/11/13

TOTAL SAMPLES ANALYZED: 33

SAMPLES > 1% ASBESTOS:

10

TEL: 866-481-1412

www.ceilabs.com



Asbestos Report Summary

By: POLARIZING LIGHT MICROSCOPY

PROJECT: 13-526 CEI LAB CODE: A13-10787

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Cilent ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
13-526-01		A1550656	White, Black	Core Sample	None Detected
13-526-02		A1550657	White, Black	Core Sample	None Detected
13-526-03		A1550658	White, Black	Core Sample	None Detected
13-526-04		A1550659	White, Black	Core Sample	None Detected
13-526-05		A1550660	White, Black	Core Sample	None Detected
13-526-06	The second secon	A1550661	White,Black	Core Sample	None Detected
13-526-07		A1550662	White, Black	Core Sample	None Detected
13-526-08		A1550663	White, Black	Core Sample	None Detected
13-526-09	THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	A1550664	White, Black	Core Sample	None Detected
13-526-10	E-Witter-Printers-Berger Adv., 1932	A1550665	White, Black	Core Sample	None Detected
13-526-11		A1550666	White, Black	Core Sample	None Datected
13-526-12		A1550667	White,Black	Core Sample	None Detected
13-526-13	Layer 1	A1550668	Black	Flashing	None Detected
	Layer 2	A1550668	Black	Tar	Chrysotile 3%
13-526-14	Layer 1	A1550669	Black	Flashing	None Detected
	Layer 2	A1550669	Black	Tar	Chrysotile 3%
13-526-15	Layer 1	A1550670	Black	Flashing	None Detected
	Layer 2	A1550670	Black	Tar	Chrysotile 3%
13-526-16	Layer 1	A1550671	Black	Flashing	None Detected
	Layer 2	A1550671	Black	Tar	Chrysotile 3%
13-526-17	Layer 1	A1550672	Black	Flashing	None Detected
	Layer 2	A1550672	Black	Tar	Chrysotile 3%
13-526-18	Layer 1	A1550673	Black	Flashing	None Detected
	Layer 2	A1550673	Black	Tar	Chrysotile 3%
13-526-19	Layer 1	A1550674	Black	Flashing	None Detected
	Layer 2	A1550674	Black	Tar	Chrysotile 3%
3-526-20		A1550675	Black	Flashing	None Detected
3-526-21		A1550676	Black	Flashing	None Detected
3-526-22		A1550677	Yellow,Black	Core Sample	None Detected
3-526-23		A1550678	Black	Flashing	None Detected
3-526-24		A1550679	Yellow, Black	Core Sample	None Detected



Asbestos Report Summary By: POLARIZING LIGHT MICROSCOPY

PROJECT: 13-526

CEI LAB CODE: A13-10787

METHOD: EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

Client ID	Layer	Lab ID	Color	Sample Description	ASBESTOS %
13-526-25		A1550680	Black	Flashing	None Detected
13-526-26		A1550681	White, Black	Core Sample	None Detected
13-526-27		A1550682	White, Black	Core Sample	None Detected
13-526-28		A1550683	Black	Flashing	None Detected
13-526-29	Layer 1	A1550684	Black	Flashing	None Detected
	Layer 2	A1550684	Black	Tar	Chrysotile 3%
13-526-30		A1550685	White, Black	Core Sample	None Detected
13-526-31		A1550686	White, Black	Core Sample	None Detected
13-526-32	Layer 1	A1550687	Black	Flashing	None Detected
	Layer 2	A1550687	Black	Tar	Chrysotile 3%
13-526-33	Layer 1	A1550688	Black	Flashing	None Detected
	Layer 2	A1550688	Black	Tar	Chrysotile 3%



By: POLARIZING LIGHT MICROSCOPY

Client: Astar Abatement, Inc.

539 Kanawha Two-Mile Road

Charleston, WV 25302

CEI Lab Code: A13-10787

Date Received: 09-10-13 Date Analyzed: 09-11-13

Date Reported: 09-11-13

Project: 13-526

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NC	N-ASBESTO	COMPC	NENTS	ASBESTOS
Lab ID	Description	Attributes	Fib	rons	Non-	Fibrous	%
13-526-01 A1550656	Core Sample	Heterogeneous White,Black Non-fibrous Bound	5%	Cellulose	85% 10%	Foam Tar	None Detected
13-526-02 A1550657	Core Sample	Heterogeneous White,Black Non-fibrous Bound	40%	Cellulose	35% 25%	Foam Tar	None Detected
13-526-03 A1550658	Core Sample	Heterogeneous White,Black Non-fibrous Bound	50%	Cellulose	15% 35%	Foam Tar	None Detected
13-526-04 A1550659	Core Sample	Heterogeneous White,Black Non-fibrous Bound	15%	Cellulose	75% 10%	Foam Tar	None Detected
13-526-05 A1550660	Core Sample	Heterogeneous White, Black Non-fibrous Bound	15%	Cellulose	75% 10%	Foam Tar	None Detected
13-626-06 A1550661	Core Sample	Heterogeneous White,Black Non-fibrous Bound	15%	Cellulose	75% 10%	Foam Tar	None Detected
1 3-526-07 A1550662	Core Sample	Heterogeneous White, Black Non-fibrous Bound	35%	Cellulose	40% 25%	Foam Tar	None Detected



By: POLARIZING LIGHT MICROSCOPY

Client: Astar Abatement, Inc.

539 Kanawha Two-Mile Road

Charleston, WV 25302

CEI Lab Code: A13-10787

Date Received: 09-10-13

Date Analyzed: 09-11-13

Date Reported: 09-11-13

Project: 13-526

ASBESTOS BULK PLM,	EPA 600 METHOD
--------------------	----------------

Citent ID Lab Lab			NON-ASBESTOS COMPONENTS				ASBESTOS
Lab ID	Description	Attributes	Fibrous		Non-	Fibrous	%
13-526-08 A1550663	Core Sample	Heterogeneous White,Black Non-fibrous Bound	35%	Cellulose	40% 25%	Foam Tar	None Detected
1 3-526-09 A1550664	Core Sample	Heterogeneous White,Black Non-fibrous Bound	25%	Cellulose	65% 10%	Foam Tar	None Detected
1 3-526-10 41550665	Core Sample	Heterogeneous White,Black Non-fibrous Bound	25%	Cellulose	45% 30%	Foem Tar	None Detected
13-526-11 A1550666	Core Sample	Heterogeneous White,Black Non-fibrous Bound	15%	Cellulose	75% 10%	Foam Tar	None Detected
3-526-12 1550667	Core Sample	Heterogeneous White,Black Non-fibrous Bound	15%	Cellulose	75% 10%	Foam Tar	None Detected
3-526-13 ayer 1 1550668	Flashing	Heterogeneous Black Non-fibrous Bound			75% 5% 20%	Vinyl Mastic Binder	None Detected
ayer 2 1550668	Tar	Heterogeneous Black Non-fibrous Bound			97%	Tar	3% Chrysotile



By: POLARIZING LIGHT MICROSCOPY

Client: As

Astar Abatement, Inc.

539 Kanawha Two-Mile Road

Charleston, WV 25302

CEI Lab Code: A13-10787

Date Received: 09-10-13

Date Analyzed: 09-11-13 Date Reported: 09-11-13

Project: 13-526

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID Lab ID	Lab Description	Lab Attributes	NON-ASBES		ONENTS -Fibrous	ASBESTOS %
13-526-14 Layer 1 A1550669	Flashing	Heterogeneous Black Non-fibrous Bound		75% 5% 20%	Vinyl Mastic Binder	None Detected
Layer 2 A1550669	Tar	Heterogeneous Black Non-fibrous Bound	********	97%	Tar	3% Chrysottle
13-526-15 Løyer 1 A1550670	Flashing	Heterogeneous Black Non-fibrous Bound		75% 5% 20%	Vinyl Mastic Binder	None Detected
Layer 2 A1550670	Tar	Heterogeneous Black Non-fibrous Bound	÷ = = <i>E</i> ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,, ,,	97%	Tar	3% Chrysotile
13-526-16 .ayer 1 \1550671	Flashing	Heterogeneous Black Non-fibrous Bound		75% 5% 20%	Vinyl Mastic Binder	None Detected
ayer 2 1550671	Tar	Heterogeneous Black Non-fibrous Bound		97%	Tar	3% Chrysotile
3-526-17 ayer 1 1550672	Flashing	Heterogeneous Black Non-fibrous Bound		75% 5% 20%	Vinyl Mastic Binder	None Detected



By: POLARIZING LIGHT MICROSCOPY

Client: Astar Abatement, Inc.

539 Kanawha Two-Mile Road

Charleston, WV 25302

CEI Lab Code: A13-10787

Date Received: 09-10-13 Date Analyzed: 09-11-13

Date Reported: 09-11-13

Project: 13-526

Client ID	Lab	Lab	NON-ASBEST	ASBESTOS		
Lab ID	Description	Attributes	Fibrous	Non-	Fibrous	%
Layer 2	Tar	Heterogeneous		97%	Tar	3% Chrysotile
A1550672		Black				
		Non-fibrous				
		Bound				
13-526-18	Flashing	Heterogeneous		75%	Vinyl	None Detected
Layer 1		Black		5%	Mastic	
A1550673		Non-fibrous		20%	Binder	
		Bound				3 32
Layer 2	Tar	Heterogeneous		97%	Tar	3% Chrysotile
A1550673		Black				
		Non-fibrous				
		Bound				
13-526-19	Flashing	Heterogeneous		75%	Vinyl	None Detected
Layer 1		Black		5%	Mastic	
A1550674		Non-fibrous		20%	Binder	
		Bound				
Layer 2	Tar	Heterogeneous		97%	Tar	3% Chrysotile
A1550674		Black				
		Non-fibrous				
		Bound				
3-526-20	Flashing	Heterogeneous		85%	Vinyl	None Detected
1550675		Black		15%	Tar	
		Non-fibrous				
		Bound				
3-526-21	Flashing	Heterogeneous		85%	Vinyl	None Detected
1550676	10.6749	Black		15%	Tar	
		Non-fibrous				
		Bound				,



By: POLARIZING LIGHT MICROSCOPY

Client:

Astar Abatement, Inc.

539 Kanawha Two-Mile Road

Charleston, WV 25302

CEI Lab Code: A13-10787

Date Received: 09-10-13

Date Analyzed: 09-11-13 Date Reported: 09-11-13

Project: 13-526

ASBESTOS BULK PLM. EPA 600 METHOD

Client ID	Lab Description	Lab Attributes					ASBESTOS %
13-526-22 A1550677	Core Sample	Heterogeneous Yellow,Black Non-fibrous Bound	15% 5%	6 Cellulose Fiberglass	70% 10%		None Detected
13-528-23 A1550678	Flashing	Heterogeneous Biack Nor-fibrous Bound			85% 5% 10%	Vinyl Mastic Binder	None Detected
13-526-24 A1550679	Core Sample	Heterogeneous Yellow,Black Non-fibrous Bound	30% 10%	Cellulose Fiberglass	45% 15%	Foam Tar	None Detected
13-526-25 A1550680	Flashing	Heterogeneous Black Non-fibrous Bound			85% 5% 10%	Vinyl Mastic Binder	None Detected
13-526-26 A1550681	Core Sample	Heterogeneous White,Black Non-fibrous Bound	45% 10%	Cellulose Fiberglass	25% 20%	Foam Tar	None Detected
3-526-27 1550682	Core Sample	Heterogeneous White,Black Non-fibrous Bound	45% 10%	Cellulose Fiberglass	25% 20%	Foam Tar	None Detected
3-526-28 1550683	Flashing	Heterogeneous Black Non-fibrous Bound			85% 5% 10%	Vinyl Mastic Binder	None Detected



By: POLARIZING LIGHT MICROSCOPY

Client: Astar Abatement, Inc.

539 Kanawha Two-Mile Road

Charleston, WV 25302

CEI Lab Code: A13-10787

Date Received: 09-10-13

Date Analyzed: 09-11-13 Date Reported: 09-11-13

Project: 13-526

Client ID Lab		Lab	Lab NON-ASBES		COMPC	NENTS	ASBESTOS
Lab ID	Description	Attributes	Fib	rous	Non-	Fibrous	%
13-526-29	Flashing	Heterogeneous			85%	Vinyl	None Detected
Layer 1	355	Black			5%	Mastic	
A1550684		Non-fibrous			10%	Binder	
		Bound					
Layer 2	Tar	Heterogeneous	400 Els. Sais S		97%	Tar	3% Chrysottle
A1550684		Black					
		Non-fibrous					
		Bound					
13-526-30	Core Sample	Heterogeneous	45%	Cellulose	25%	Foam	None Detected
A1550685		White, Black	10%	Fiberglass	20%	Tar	
		Non-fibrous					
		Bound					A SALES TO SALES AND SECURITION OF SALES
13-526-31	Core Sample	Heterogeneous	30%	Cellulose	55%	Foam	None Detected
A1550686		White, Black			15%	Tar	
		Non-fibrous					
		Bound					
13-526-32	Flashing	Heterogeneous			85%	Vinyi	None Detected
ayer 1		Black			5%	Mastic	
1550687		Non-fibrous			10%	Binder	
		Bound					
ayer 2	Tar	Heterogeneous			97%	Tar	3% Chrysotile
1550687		Black					un anne Acciment ♥ conservamentsytt
		Non-fibrous					
		Bound			or 2000	Service Control of the Control of th	
3-526-33	Flashing	Heterogeneous			85%	Vinyl	None Detected
ayer 1		Black			5%	Mastic	
1550688		Non-fibrous			10%	Binder	
		Bound					



By: POLARIZING LIGHT MICROSCOPY

Client: Astar Abatement, Inc.

539 Kanawha Two-Mile Road

Charleston, WV 25302

CEI Lab Code: A13-10787

Date Received: 09-10-13

Date Analyzed: 09-11-13

Date Reported: 09-11-13

Project: 13-526

ASBESTOS BULK PLM, EPA 600 METHOD

Client ID	Lab	Lab	NON-ASSEST	ASBESTOS			
Lab ID	Description	Attributes	Fibrous Non-Fibrous		Fibrous	%	
Layer 2	Tar	Heterogeneous		97%	Tar	3% Chrysotile	
A1550688		Black					
		Non-fibrous					
		Bound					



LEGEND:

Non-Anth = Non-Asbestiform Anthophylite

Non-Trem = Non-Asbestiform Tremolite

Calc Carb = Calcium Carbonate

METHOD:

EPA 600 / R93 / 116 and EPA 600 / M4-82 / 020

The detection limit for the method is <1% by visual estimation and 0.25% by 400 point counts or 0.1% by 1,000 point counts.

Due to the limitations of the EPA 600 Method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarizing light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under NVLAP accreditation.

This report may not be reproduced, except in full, without written approval by CEI LABS. CEI LABS makes no warranty representation regarding the accuracy of client submitted information in preparing and presenting analytical results. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U. S. Government.

ANALVET.

Candace Olean

APPROVED BY:

Tianbao Bai, Ph.D. Laboratory Director

NVLAP Lab Code 101768-0

A13-10787 (33) A1550656-A1550688

E. Page sters Leading	b ,	- · £
A. Pat	Client MILDRED Mitchell - BATEMEN - Blds .3	16° Job # 13.526 - 6
A. A	Inspector Teff/Chab	Date 9-6-13
ASTAR ABATEMEN	IT, INC.	
Salling & Romodust	Turn-Around Time	
* Williams	4 Hours 24 Hours 48 Hours 73 Da	ays 5 Days
Komedisti		
Sample ID	Material Description	Lab ID
13.526 -0	1 Core Sample - Main Roof - Shar From with Kit	ROOF
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26	Elevator Roof - Core Sample Strateur & felt	Rocf
27	1	Roof
78	Elevator - Flashing	Roof
29	Elevator - Flashing Stairvoll - Core Sample Stav foam & felt	Roof
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does la constitue de la consti	Date/Time: Relinquished By:	Date/Time.



Appendix 2 Certification/License



MALDI AILAIMW

Asbestos Program

Jeff Balley

License 数

AJ007437

IS LICENSED AS AN ASSESTOS INSPECTOR

Issued: Expires: 9/4/2013 9/30/2014

Anthony Turner

WV RTIA DIV

THE REPORT OF THE PERSON OF TH

nis Certificate is Awarded to Jeff Bailey

Who has successfully completed the below course with a score of 70% or better. This course is West Virginia and EPA approved and meets the requirements set forth in 40 CFR Part 763 (AHERA) for purposes of accreditation required under TSCA Title II. This Course was conducted by Astar Abatement, Incorporated.

Asbestos Building Inspector Refresher

Course Start Date 8/30/2013 Thru 8/30/2013

> Exam Date 8/30/2013 Expiration Date 8/30/2014

Leiton E. Miller III Instructors Name

Instructors Signature

Total Hours

Certificate Number AC13107-789

ASTAR

ABATEMENT & INSULATION

Post Office Box 13533 Sissonville, WV 25360 Phone: (304) 343-5960 Fax: (304) 343-5961

There is a printed watermark below the instructors signature on the original



Appendix 3 SUMMARY OF ACM MATERIALS



Maissial Description	Sample #	Quentity	Result	Room#
Core samples (roof)	1-2-3-4- 5-6-7-8- 9-10-11- 12	Towns of the Colonial Colonial	NAD	Roof
Flashing (main roof)	13-14- 15-16- 17-18- 19-	Approx. 950 LF	3% Chrysotile	Roof
Flashing	20-21	Spin-Propagation spines	NAD	Roof
Core sample	22	Transcore or	NAD	Roof
Flashing	23		NAD	Roof
Core sample	24		NAD	Roof
Flashing	25	en-en-t-en-en-	NAD	Roof
Core sample	26-27		NAD	Roof
Flashing	28		NAD	Roof
Flashing (elevator roof)	29	76 LF	3% Chrysotile	Roof
Core sample	30		NAD	Roof
Core Sample	31		NAD	Roof
Flashing (main stairwell roof)	32-33	48 LF	3% Chrysotile	Roof

SF-Square Feet

LF - Linear Feet JT - Joints NAD - No Asbestos Detected

Numerous warranty options, from 5 to 30 years, are available to accommodate almost any budget and building owner requirement. Puncture, high wind and hail coverage are also options, making EPDM an even more appealing roofing membrane. The 30- year warranty options that are now available are based on historical performance, not research projections.

In the past, long-term EPDM membrane warranties required manufacturers to address the issue of EPDM roof systems that were exceeding their warranty period. EPDM roof systems that exceed their warranty period can now have the warranty period extended. The warranty extension programs involve inspection of the roof and the completion of recommended repairs, maintenance and/or system enhancements.

Share This:

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety, understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

(Date)		
January 21, 2014		
(Phone Number)	(Fax Number)	
304-343-5566	304-343-5568	
(Representative Name, Tr	itle)	
Eric Ihnat, Project M	lanager	
(Authorized Signature)		
Em J	not	
(Company)		
Harris Brothers Roo	ofing Company, Inc.	

DEO No	MMB14100
REO No	MMB14100

Purchasing Affidavit (Revised 07/01/2012)

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that 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: Harris Brothers Roofing Company, Inc. Authorized Signature: Date: January 21, 2014 State of West Virginia County of Kanawha , to-wit: Taken, subscribed, and sworn to before me this 21st day of January , 2014. My Commission expires September 14 , 2021. AFFIX SEAL HERE NOTARY PUBLIC

OFFICIAL SEAL
Notary Public, State of West Virginia
TAMMY BACIU
5110 Indiana Street
South Charleston, WV 25309
My commission expires September 14, 2021



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

STATE OF WEST VIRGINIA,	
COUNTY OF KANAWHA TO-WIT:	
I, Eric Ihnat, after being first duly sworn, depose and state as follows:)WS:
I am an employee of Harris Brothers Roofing Company, Inc.; and, (Company Name)	
2. I do hereby attest that Harris Brothers Roofing Company, Inc. (Company Name)	
maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D.	
The above statements are sworn to under the penalty of perjury.	
By: Zni ShoA	
Title: Eric Ihnat, Project Manager	
Company Name: Harris Brothers Roofing Company, Inc.	
Date: January 21, 2014	
Taken, subscribed and sworn to before me this 21st day of January , 2014	
By Commission expires September 14, 2021	
OFFICIAL SEAL Notary Public, State of West Virginia TAMMY BACIU 5110 Indiana Street South Charleston. WV 25309 My commission expires September 14, 2021 (Notary Public)	Banada anggang
THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY	

BID BOND PREPARATION INSTRUCTIONS

			AGENCY (A)
			RFQ/RFP# (B)
			Bid Bond
(A)	WV State Agency (Stated on Page 1 "Spending Unit")	KNOW ALL MEN BY THESE PR	RESENTS, That we, the undersigned, (D) (E)
(B)	Request for Quotation Number (upper right corner of page #1)	as Principal, and (F)	on organized and existing under the laws
(C)	Your Business Entity Name (or Individual Name if Sole Proprietor)	of the State of (I) v	with its principal office in the City of are held and firmly bound unto The State
(D)	City, Location of your Company	of West Virginia, as Obligee, in the penal sum	of (K)
(E)	State, Location of your Company	(\$(L)) for the payr	ment of which, well and truly to be made,
(F)	Surety Corporate Name	we jointly and severally bind ourselves, our he	eirs, administrators, executors,
(G)	City, Location of Surety	successors and assigns.	
(H)	State, Location of Surety		
(I)	State of Surety Incorporation	The Condition of the above obligati	ion is such that whereas the Principal has submitted to
(J)	City of Surety's Principal Office	the Purchasing Section of the Department of A	dministration a certain bid or proposal, attached hereto
(K)	Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid"	and made a part hereof to enter into a contract	in writing for
	or a specific amount on this line in words.	Δ	<u>(4)</u>
(L)	Amount of bond in numbers		<u> </u>
(M)	Brief Description of scope of work		
(N)	Day of the month		
(O)	Month	NOW THEREFORE	
(P)	Year		
(Q)	Name of Business Entity (or Individual Name	(a) If said bid shall be reject	
ر الله الله الله الله الله الله الله الل	if Sole Proprietor)	(b) If said bid shall be acce	epted and the Principal shall enter into a contract in
(R) (S)	Seal of Principal	accordance with the bid or proposal attached h	ereto and shall furnish any other bonds and insurance
(3)	Signature of President, Vice President, or Authorized Agent	required by the bid or proposal, and shall in all	other respects perform the agreement created by the
(T)	Title of Person Signing for Principal	remain in full force and effect. It is expressly	hall be null and void, otherwise this obligation shall understood and agreed that the liability of the Surety
ίΰ	Seal of Surety	for any and all claims berounder shall in no	event, exceed the penal amount of this obligation as
χ̈́	Name of Surety	herein stated	exceed the penal amount of this obligation as
(w)	Signature of Attorney in Fact of the Surety	BOOM Salvo	
	•	The Surety for value received, here	eby stipulates and agrees that the obligations of said
		Surety and its bond shall be in no way impaired	or affected by any extension of time within which the
NOTE 1:	Dated Power of Attorney with Surety Seal	Obligee may accept such bid: and said Surety do	bes hereby waive notice of any such extension.
	must accompany this bid bond.	WWW.WGG 4 044 \	
		WITNESS, the following signature	ares and seals of Principal and Surety, executed and
		individual, the (N) day of (O) 20	urety, or by Principal individually if Principal is an
		marviduar, the _(14)day or10), 20	<u></u>
		Principal Seal	(O)
			(Name of Principal)
		(R)	* *
			By(§)
			(Must be President, Vice President, or
			Duly Authorized Agent)
			(T)
			Title
		Surety Seal	(V)
		(U)	(Name of Surety)
			(W)
	(8)		Attorney-in-Fact

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

BID BOND

of				e, the undersigned. Harris Brothers Roofing & Sheet Metal Company, Inc.
·-	Charlesto	<u>on</u> ,	WV	, as Principal, and Travelers Casualty and Surety Company of America
of			CT	, a corporation organized and existing under the laws of the State of
	CTwith	ts principal office	in the City of	Hartford, as Surety, are held and firmly bound unto the State
of West	Virginia, as Obl	igee, in the penal	sum of Five Per	cent of Amount Bid (\$ 5%) for the payment of which,
well and	f truly to be mad	e, we jointly and	severally bind our	selves, our heirs, administrators, executors, successors and assigns.
				whereas the Principal has submitted to the Purchasing Section of the
Departr	nent of Administ	ration a certain bi	id or proposal, atta	ched hereto and made a part hereof, to enter into a contract in writing for
MMB1	4100 Mildred	Mitchell Batem	an Hospital Hun	tington WV Replace Roof on Building # 3 - According to Plans
	pecifications			
	NOW THERE	OPE		,
	NOW THEREF	ORE, shall be rejected,		
agreem lorce an	ing snall furnish ent created by th d effect. It is ex	any other bonds are acceptance of	and insurance requised bid, then this and agreed that	shall enter into a contract in accordance with the bid or proposal attached uired by the bid or proposal, and shall in all other respects perform the obligation shall be null and void, otherwise this obligation shall remain in full the liability of the Surety for any and all claims hereunder shall, in no event,
vaivė no	aired or affected otice of any such IN WITNESS W	by any extension extension. /HEREOF, Princi	ed, hereby stipulate n of the time within pal and Surety hav	es and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby we hereunto set their hands and seals, and such of them as are corporations
vaive no	aired or affected of any such IN WITNESS Was well as their corpo	by any extension extension. /HEREOF, Princi rate seals to be a	ed, hereby stipulate n of the time within pal and Surety hav ffixed hereunto an	es and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby
vaive no	aired or affected of any such IN WITNESS Was well as their corpo	by any extension extension. /HEREOF, Princi	ed, hereby stipulate n of the time within pal and Surety hav ffixed hereunto an	es and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby we hereunto set their hands and seals, and such of them as are corporations
nave car 21st	aired or affected of any such IN WITNESS Was well as their corpo	by any extension extension HEREOF, Princi ate seals to be a January	ed, hereby stipulate n of the time within pal and Surety hav ffixed hereunto an	es and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby we hereunto set their hands and seals, and such of them as are corporations
nave car 21st	aired or affected of any such of any such of any such of any of a	by any extension extension HEREOF, Princi ate seals to be a January	ed, hereby stipulate n of the time within pal and Surety hav ffixed hereunto an	es and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby we hereunto set their hands and seals, and such of them as are corporations dithese presents to be signed by their proper officers, this Harris Brothers Roofing & Sheet Metal Company, Inc. (Name of Principal) By (Must be President or Vice President)
nave car 21st	aired or affected otice of any such IN WITNESS Wased their corpo	by any extension extension HEREOF, Princi ate seals to be a January	ed, hereby stipulate n of the time within pal and Surety hav ffixed hereunto an	es and agrees that the obligations of said Surety and its bond shall be in no which the Obligee may accept such bid, and said Surety does hereby we hereunto set their hands and seals, and such of them as are corporations defined these presents to be signed by their proper officers, this Harris Brothers Roofing & Sheet Metal Company, Inc. (Name of Principal) By (Must be President or Vice President)

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of attorney must be attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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, and Vi 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 on 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 21st day of January



















To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

	Agency REQ.P.O#
BID BOND	
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned	nd.
of	
,, a corporation	
with its principal office in the City of	
of West Virginia, as Obligee, in the penal sum of	(\$) for the navment of which
well and truly to be made, we jointly and severally bind ourselves, our heirs,	administrators, executors, successors and assigns.
The Condition of the above obligation is such that whereas the Department of Administration a certain bid or proposal, attached hereto and a	
NOW THEREFORE,	
(a) If said bid shall be rejected, or	
attached hereto and shall furnish any other bonds and insurance required by the agreement created by the acceptance of said bid, then this obligation sha full force and effect. It is expressly understood and agreed that the liability event, exceed the penal amount of this obligation as herein stated. The Surety, for the value received, hereby stipulates and agrees tha way impaired or affected by any extension of the time within which the Obl waive notice of any such extension.	If be null and void, otherwise this obligation shall remain in of the Surety for any and all claims hereunder shall, in no at the obligations of said Surety and its hond shall be in no
WITNESS, the following signatures and seals of Principal and Surety	, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, thisday of	of, 20
Principal Seal	
	(Name of Principal)
	Ву
	(Must be President, Vice President, or Duly Authorized Agent)
	(Title)
	(Tide)
urety Seal	
	(Name of Surety)
	Attorney-in-Fact

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

WV-75 Created 07/18/12



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

- 1. Failure to attend a mandatory pre-bid meeting
- 2. Failure to sign the bid
- 3. Failure to supply West Virginia contractor's license # on bid
- 4. Failure to supply a signed drug free workplace affidavit with the bid
- 5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
- 6. Failure to meet any mandatory requirement of the RFQ
- 7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
- 8. Failure to submit bid prior to the bid opening date and time
- 9. Federal debarment
- 10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

- 1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
- 2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
- 3. Not registered as a vendor with the State (must be cured prior to award)
- 4. Failure to obtain required bonds and/or insurance
- 5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
- 6. Failure to use the provided RFQ form (only if stipulated as mandatory).



MODEMA

DATE PRINTED

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

Solicitation

NUMBER MMB14100 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

ROBERTA WAGNER 304-558-0067

HEALTH AND HUMAN RESOURCES MILDRED MITCHELL-BATEMAN HOSPITAL

1 1530 NORWAY AVENUE HUNTINGTON, WV

25705 304-525-7801

RFQ COPY TYPE NAME/ADDRESS HERE

Harris Brothers Roofing Company, Inc. 1533 Hansford Street Charleston, WV 25311

01/17 BID OPENING DA	/2014 ITE: 01/21/2	014		BID	OPENING TIME	1:30PM
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
		ADD	ENDUM	NO. 1		
	ADDENDUM IS I	SSITET				
	SHEET FOR THE			THE PRE-BID ME ICITATION.	FIING SIGN-IN	
		ABOV	E SOL	TO VENDORS' QUICITATION. QUES		
	SHOULD BE SIG	NED A GN AN	ND RE D RET	ACKNOWLEDGMENT. TURNED WITH YOU URN MAY RESULT R BID.	R BID.	
	*****	****	≠ 17011	OF ADDENDUM NO	1 *********	. 4. 4
			" END	OF ADDENDOM NO	1 22222	
	1					
SIGNATURE				TELEBI GALE		DATE
	In Shus	N.		TELEPHONE	304-343-5566	1/21/2014
Project	Manager	5503	365966		ADDRESS CHA	NGES TO BE NOTED ABOVE

SOLICITATION NUMBER: MMB14100 Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

- 1. To provide copy of the pre-bid meeting sign-in sheet.
- 2. To provide copy of vendor questions and responses.
- 3. To provide Addendum Acknowledgment form.

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

Terms and Conditions:

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

ATTACHMENT A

Addendum #1 MMB14100

To respond to questions submitted by vendor.

Question #1:

The new roof system is to be fully-adhered EPDM correct?

Answer #1:

Yes

Question #2:

Would the owner (Hospital) like to have the existing roof ballast left on site? (It would be removed from the roof and placed in a pile in a location on site designated by you).

Answer #2:

Yes, the ballast can be left on site at the Hospital at a location designated by the Director of Maintenance

Question #3:

Is the new insulation system to be 2.5" minimum or R25 average? The R-Value will vary slightly depending on which one is chosen.

Answer #3:

Average of R25

Question #4:

The flashing of the roof are asbestos containing correct?

Answer #4:

Yes Survey was included in RFQ MMB14100

Question #5:

Are we to include an asbestos removal price in our bid or will the removal of the asbestos fall under the state contract and therefore no cost associated to the roofing contractor?

Answer #5

Contractor is responsible for the removal of asbestos.

Question #6:

Are we to include new over-flow scuppers and downspouts or re-use existing? If new ones are to be installed, what material should they be made from?

Answer #6:

Contractor is to re-use the existing downspours and overscuppers.

Question #7:

Laps: Project specifications list a 4" lap at the membrane seams. 3" or 6" are available. Please specify if we are to use 3" or 6" laps.

Answer #7:

We require a 6" lap. This will also allow for a 20 year warranty which we also request.

Question #8:

Coping: Is the front face of the new metal coping to extend below the base of the front side of the coping stone to cover the mortar joint were the brick and coping stone meets?

Answer #8:

Yes, the new metal coping should extend below the face of the coping stone.

Question #9:

Curb Height: Are we to raise the curbs at all fan assemblies to maintain an 8" flashing height at all curb?

Answer #9:

Yes, an 8" curb height must be maintained at all curbs.

Question #10:

It is my understanding that the front awning is excluded from this bid. Please verify

Answer #10:

Yes, the awning is excluded from this project.



Mark Speirs Estimator

Roofing and Sheet Metal Contractors Free Estimates ▼ Specifications ▼ Roof Engineering

116 Wood Street ▼ Martins Ferry, OH 43935 740-633-7320 ▼ Cell 740-310-9033 ▼ FAX 740-633-7322 Email: mark@mansuettoroofing.com

Since 1923

BRIAN E. LINVILLE

Vice President

TRI-STATE Roofing & Sheet Metal Company

PO Box 1231, Charleston, WV 25324 7 Stone St., Rock Branch Industrial Park, Poca, WV 25159 Office: 304-755-8135 Cell: 304-415-2800 Fax: 304-755-5275 E-mail: blinville@tri-stateservice.com www.tri-stateservice.com WV Contractor License #WV000104





Kent Freeman President

503 East Fourth Street South Point, Onto 45680 WV #004545 - Fully Insured

Email: Irseman@wwd.net 740-377-4162 • 800-675-4162 304-523-4162 • Fax: 740-377-9414

320 Wost 15th Street P. O. Box 7455 Huntington, WV 25776-7455

304-429-4233 FAX 304-429-2811

shane@boggsrooting.com

SHANE ABSHIRE

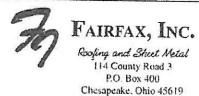
BOGGS ROOFING, INC.



Ohio Office: 740-657-6400 Kentucky Office: 859-231-ROOI Maryland Office: 301-418-6100

www.krsm.ne

Derek Rothermund Estimator cell: 304-280-0158 drothermund@krsm.net 53-14th Street Suite 100 PO Drawer 6399 Wheeling, WV 2600: 304-232-8540 (x 1910 Fax: 304-232-855:



R. Dook Russell Email: fairfaxinc@aol.com

Telephone & Fr 740-867-272



INDUSTRIAL SHEET METAL STRUCTURAL STEEL ROOFING HVAC SERVICE

MURRAY SHEET METAL CO., INC.
3112 SEVENTH STREET - PARKERSBURG, WEST VIRGINIA 26104

www.murraysheetmetal.com WV Contractors License #6

OFFICE: 304-422-54 FAX: 304-428-46. DIRECT: 304-699-59; CELL: 304-483-95; TOLL FREE: 800-464-880

Sal Nicolais Roofing Superintendent -

SIGN IN SHEET

Request for Proposal No. $\,MMB14100\,$

PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: MIKC Construction Rep: Sean AdKins Email Address: <u>SadKinse mircconstruction</u> .com	500 BZ Prestige Park Horricane W 25526	PHONE 304 757 0880 TOLL FREE FAX 304 757 0881
Company: Munnay Sheet Metal Rep: Sal Munnay Sheet Metal Email Address: Sal emurray Sheet metal. com	3112 7TR ST. Parkersburg WV 26102	PHONE 304-483-9552. TOLL FREE 800-464-8801 FAX 304 428-4623
Company: Kalkreuth Roofing and Sheet Metal Rep: Derek Rothermund Email Address: Derek Rokism.net	PO Drawer 6399 Wheeling, n.v. 26003	PHONE 304-232-8546 TOLL FREE FAX 304-232-8552
Company: FAIRFAX /NC. Rep: DOAK RUSSELL Email Address: FAIR FAXING & Acc. Co.U.	P.O. Box 400 CHESAPEAKE, OH 45619	PHONE 740/867.2727 TOLL FREE FAX 740/867.2727
Company: Bosos ROUFING INC. Rep: SHANE ABSHIRE Email Address: Shane P boggs cooking com	PO For 17455 HUNTINGTON, WV 25-776	PHONE 304-429-4233 TOLL FREE FAX 304-429-2811

SIGN IN SHEET

Page 2 of 3

Date: 01/08/2014

Request for Proposal No. $\,MMB14100\,$

FIRM & REPRESENTATIVE NAME

PLEASE PRINT

MAILING ADDRESS

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

Company: PAR RODFING G., INC 543 WASHINGTON AUÉ Rep: CLIFF BOWMAN HUNTINGTON, WV 25701	PHONE 304-525-9710 TOLL FREE FAX 9765
Email Address: CB PAR 92+ CHOTMAN. COM. Company: TRI-STATE ROOFING MOSheet Metal Rep: BRAN LINVILLE PO BOX 1231 Email Address: blinville etri-stateservice. CHARLESTON, WV 25324	PHONE 304 - 755 - 8135 TOLL FREE FAX 304 - 755 - 5275
Company: Mansvetto Rooting 116 wood Street Rep: Mark J Speirs. Martins Ferry, OH Email Address: Mark @ Mansvetto rooting. coin. 43935.	PHONE 740-633-7320 TOLL FREE FAX 740-633-7322
Company: HARPIS BROTHERS Roofing AWA SHEET METAL Rep: ERIC IHNAT 1518 HANSFORD St. Email Address: Cricoihnat @ Frontier.com CHarleston W/ 25311	PHONE 304 343 - 5566 TOLL FREE FAX 304 343 - 6567
Company: Rep: Email Address:	PHONE TOLL FREE FAX

SIGN IN SHEET

Page 3 of 3.

Request for Proposal No. MMB14100

PLEASE PRINT

Date: 01/08/2014

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX FIRM & REPRESENTATIVE NAME NUMBERS **MAILING ADDRESS** PHONE 304-757-2303 Company: Maxiculare Rougina Po Bix 11576 KEN LINDSAY CHARLESTON, W 2530/ FREE Email Address: KEN @ MECKLENBURGROOPING. COM FAX 704-399-3476 Company: Freeman Rooting & Construction 503 4th St. East PHONE 740-377-4/62 South Point, OH 45680 Scott Freeman Rep: FREE Email Address: Freeman @ frc rooting.com FAX 740- 377-9414 Company: PHONE TOLL Rep: FREE Email Address: FAX Company: PHONE TOLL Rep: FREE Email Address: FAX Company: PHONE TOLL Rep: FREE Email Address: FAX

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: MMB14100

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

(Check the box next to each addendum received) [X] Addendum No. 1 [] Addendum No. 6 [] Addendum No. 2 [] Addendum No. 7 [] Addendum No. 3 [] Addendum No. 8 [] Addendum No. 4 [] Addendum No. 9 [] Addendum No. 5 [] Addendum No. 10

Addendum Numbers Received:

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Harris Brothers Roofing Company, Inc.
Company
En Als
Authorized Signature
Eric Ihnat, Project Manager
January 21, 2014
Date

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