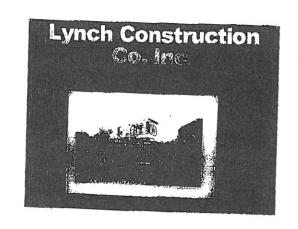
MC 70 Box 187 White Sulphus Springs, WV

Phone 304-536-1490

Fax 304-536-9456

WW Contractor's License #WV001825
WA Contractor's License #2701 030753A





Fox: 304-558-3978	HARDENIE Lynch CONST CO INC
304-558-3978	Pagement 14
Phone: 304 -558-2566	Denne: 2-19-15
Re: Jack & Withrow UST Removal	CC.
Urgent Offer Review Please Con	mnemi 🗆 Please Reply 🗆 Please Basson for
© Conuments:	

SEALED BID - Storage Tonk - Restoration Jackie withrow Hoyital

Buyer - Gres Clay

Solicitation # - CRFO 0506 HHR15000000004

Bid opening Date - 2/19/15

Bid opening Time - 1:30 P.M.

Fax # - 304-558-3970



Purchasing Divison 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

State of West Virginia Request for Quotation

Proc Folder: 67738

Doc Description: Closure and site restoration of 2 underground storage tanks

c Type: Cantral Purchase Orde

	roc Type: Central Purch	Same Order	
	Solicitation Closes	Solicitation No	
2015-01-21	2015-02-19	CRFQ 0506 HHR1500000004	Version
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DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

US

WV

25305

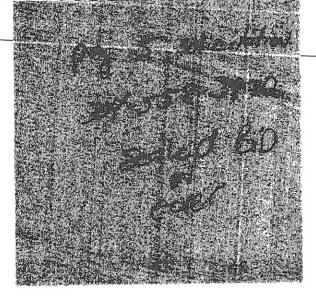
Vendor Name, Address and Telephone Number:

Lynch Construction Co., Inc.

HC 70 Box 187

White Sulphur Springs, WV. 24986

(304) 536-1890



FOR INFORMATION CONTACT THE BUYER

Gregory Clay (304) 558-2566

gregory.c.clay@wv.gov

my Lynch. President FEIN# 55 0611254 Att offers subject to all terms and conditions contained in this solicitation

DATE 2/18/15

Page: 1

FORM ID: WV-PRC-CRFQ-001

PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL 105 SOUTH EISENHOWER DR		PROCUREMENT OFFICER - 304-256-6600 HEALTH AND HUMAN RESOURCES JACKIE WITHROW HOSPITAL				
BECKLEY		105 SOUTH EISENHO				
	WV25801	BECKLEY	w	V 25801		
US		us				

Line	Comm Ln Desc	Qty			
1	Closure and site restoration of 2 underground storage tanks	ely	Unit Issue	Unit Price	Total Price
Comm Code Manufacturer		at an indicate a second		\$20,000.00	\$20,006.00
71140000		Specification		Model #	

Chosure and site restoration of 2 underground storage tanks, excavate, vapor-free, remove, transport, make free of hazadorous material, clean and dispose of, backfill site.

HHR1500000004	Document Phase Final	Document Description Closure and site restoration of 2	Page 3
		underground sjorage janks	-, -

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

Agency Purchasing Division
REQ.P.Off CRCQ DOOR HIR 1588000004

SID BOND

wy Westfield Center OH a corporation organized and estating under the laws of the State of OH with its principal office in the City of Westfield Center as Surely, are hald and firmly bound unto the State of West Virginia, as Obliges, in the penal sum of Five Percent of Amount Bid (8 5%) for the payment of which well end truly to be made, we jointly and severally bind ourselves, our hairs, exaministrators, executions, successors and assigns. The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a cartain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Jackie Withrow Hospital UST removal, Seckley, WV NOW THEREFORE. (a) If said bid shall be rejected, or If said bid shall be accepted and the Principal shall erser into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in ell other respects perform all forces and effect. It is expressly understood and agreed that the Itability of the Surely for any and ell claims herefunder shall, no made and expense of the obligation shall be mid and valid, otherwise this obligation shall ensure the entities of the Surely for the value received, hereby stipulates and agrees that the obligations of said Surely and its bond shall be in no all shall be penal amount of the obligation shall which the Obligee may accept such bid, and said Surely does hereby when entities of any such extension. WiTNESS, the following significance and seale of Principal and Surely, executed and sealed by a proper officer of Principal and urely, or by Principal Individually if Principal is an individual, this 19th day of February 2015 Ohio Farmers Insurance Company (Name of Principal) Publication Company, Inc. Ohio Farmers Insurance Company		MEN BY THESE PE	ESENTS, That we, the undersigned, Lynch Construction Company, Inc.
OH with its principal office in the City of Westfield Center as Surety, are hald and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Pencent of Amount Bid (5 5%) for the payment of which well and truly to be made, we jointly and severally bind ourselves, our hairs, administrators, executions, exceptions and assigns. The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasting Section of the Department of Administration a cartain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Jackie Writhrow Hospital UST removal, Seckley, WV NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) If said bid shall be receptance of said bid, them it is obligation shall be not a set with the bid or proposal afforce and effect. It is expressly understood and apprend that the slightly of the Surety for any and all claims hereunder shall, in no verse, exceed the penal amount of this obligation as hareful shall be not said surely and all claims hereunder shall, in no verse, exceed the penal amount of this obligation is hareful shall be in no sylinghaland or affected by any exdension of the time within which the Obligee may accept such bid, and said Surety does hereby does not see notice of any such axismation. The Surety, for the value received, hereby signulates and agrees that the obligations of said Surety and its bond shall be in no sake notice of any such axismation. The Surety, for the value received, hereby signulates and agrees that the obligations of said Surety and its bond shall be in no sake notice of any such axismation. The Surety for any such axismation. The Surety for the penal amount of the time within which the Obligee may accept such bid, and said Surety does hereby sake notice of any such axismation. (Name of Principal) Lynch Construction Company, Inc. (Name of Surety)	of	ALLine Sential Solution	WV 88 Principal and Ohio Farmers Insurance Common
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well end truly to be made, we jointly and severally bind ourselves, our helms, edministrators, executors, euccessors and easigns. The Condition of this above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hareto and made a part hereof, to enter into a contract in writing for Jackie Withrow Hospital UST removal, Beckley, WV NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) If said bid shall be rejected, or (d) If said bid shall be rejected, or (e) If said bid shall be rejected, or (e) If said bid shall be rejected, or (f) If said bid shall be rejected, or (g) If said bid shall be rejected, or (h) If said bid shall be rejected, by any expension as harden stated. WITNESS, the following eignetures and seale of Principal and Surety, executed and sealed by a proper officer of Principal and urety, or by Principal Individually if Principal is an individual, this 19th day or February 2015 WITNESS, the following eignetures and seale of Principal and Surety, executed and sealed by a proper officer of Principal and Urge, or by Principal Individually if Principal is an individual, this 19th day or February 2015 Whene of Surety) Ohio Farmers Insurance Company (Name of Surety)		with its principal office i	the City of VVestigeid Center on State of the Control of the Contr
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Jackie Writhrow Hospital UST removal, Beckley, WV NOW THEREFORE. (a) If said bid shall be rejected, or (b) If said bid shall be rejected and the Principal shall enter into a contract in eccordance with the bid or proposal he agreement created by the secoptance of said bid, then this obligation shall be nell end void, otherwise this obligation shall remain in the enter respects perform will force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no twent, exceed the penal emount of this obligation shall shall be fine surety impaired or affected by any extension of the time within which the Obligations of said Surety and its bond shall be in no sake notice of any such extension of the time within which the Obligee may accept such bid, and said Surety does hereby writing signatures and scale of Principal and Surety, or the Principal Individually if Principal is an individual, this 19th day of February 2016 Lynch Construction Company, Inc. (Name of Principal) Put 1 (1986) Ohio Farmers Insurrance Company (Name of Surety)	of Wes	and the design of the belief	Um of rive remain of Amount Rid
The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Jackie Withrow Hospital UST removal, Beckley, WV NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and harumance required by the bid or proposal, and shall in all other respects perform all force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereundar shall, in no went, exceed the penal amount of this obligation as herein steted. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no ay impelled or affected by any adamsion of the time within which the Obliges may accept such bid, and said Surety does hereby sive notice of any such extension. WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and untity, or by Principal individually if Principal is an individual, this 19th day of February 2016 Nector Surety) With the President, Vice President, or Duly Authorized Agent) Purch Construction Company, Inc. (Name of Principal) Purch Construction Company, Inc. (Name of Surety) Ohio Farmers Insurance Company (Name of Surety)	well an	nd truly to be made, we jointly and s	versily bind ourselves our heirs article traces
Asckie Withrow Hospital UST removal, Beckley, WV NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) If said bid shall be rejected, or (d) If said bid shall be rejected, or (e) If said bid shall be accepted and the Principal shall enser into a contract in accordance with the bid or proposal, and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform will force and effect. It is expressly understood and agreed that the inhibitorian shall be null end und, otherwise this obligation shall remain in went, exceed the penal amount of this obligation as harein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no ray impaired or effected by any adminishment of the time within which the Obligee may accept such bid, and said Surety does hereby with notice of any such estimation. WITNESS, the following signatures and seale of Principal and Surety, exacuted and sealed by a proper officer of Principal and unity, or by Principal Individually if Principal is an individual, this 19th day of February 2016 Lynch Construction Company, Inc. (Name of Principal) By Human (Name of Principal) (Name of Surety) (Name of Surety)			successors and assigns.
Asckie Withrow Hospital UST removal, Beckley, WV NOW THEREFORE, (a) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) If said bid shall be rejected, or (d) If said bid shall be rejected, or (e) If said bid shall be accepted and the Principal shall enser into a contract in accordance with the bid or proposal, and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform will force and effect. It is expressly understood and agreed that the inhibitorian shall be null end und, otherwise this obligation shall remain in went, exceed the penal amount of this obligation as harein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no ray impaired or effected by any adminishment of the time within which the Obligee may accept such bid, and said Surety does hereby with notice of any such estimation. WITNESS, the following signatures and seale of Principal and Surety, exacuted and sealed by a proper officer of Principal and unity, or by Principal Individually if Principal is an individual, this 19th day of February 2016 Lynch Construction Company, Inc. (Name of Principal) By Human (Name of Principal) (Name of Surety) (Name of Surety)		The Condition of the above obti	IRRITION IS such that whomas the following
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(e) If said bid shall be rejected, or (b) If said bid shall be rejected, or (c) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal, and shall furnish any other bonds and braurance required by the bid or proposal, and shall furnish any other bonds and braurance required by the bid or proposal, and shall furnish all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null end old, otherwise this obligation shall remain in went, exceed the penal amount of this obligation as barein stated. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no any impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and uraty, or by Principal Individually if Principal is an individual, this 19th day of February 2015 Lynch Construction Company, Inc. (Name of Principal) By Human Quality (Name of Surety) Ohio Farmers Insurance Company (Name of Surety)			
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The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no ray impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby with motice of any such extension. WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and urety, or by Principal Individually if Principal is an Individual, this 19th day of February 2015 Lynch Construction Company, Inc. (Name of Principal) By Harry Zynch (Must be President, Vice President, or Duly Authorized Agent) Pressident, or Ohio Farmers Insurance Company (Name of Surety) By: When the Surety	event, e	aceed the penal amount of the cha	and agreed that the liability of the Surety for any and all claims herwarder shall in
WITNESS, the following eignetures and seels of Principal and Surety, executed and seeled by a proper officer of Principal and urety, or by Principal individually if Principal is an individual, this 19th day of February 2015 Lynch Construction Company, Inc. (Name of Principal) By Huma Sund (Must be President, Vice President, or Duly Authorized Agent) Press Opin Farmers Insurance Company (Name of Surety) By: When I see Insurance Company (Name of Surety)		Paris direction of day one	anon he thereof asked.
WITNESS, the following eignetures and seels of Principal and Surety, executed and seeled by a proper officer of Principal and urety, or by Principal individually if Principal is an individual, this 19th day of February 2015 Lynch Construction Company, Inc. (Name of Principal) By Huma Sund (Must be President, Vice President, or Duly Authorized Agent) Press Opin Farmers Insurance Company (Name of Surety) By: When I see Insurance Company (Name of Surety)		The Surety, for the value menhad	hand. H. C.
WITNESS, the following eignetures and seels of Principal and Surety, executed and seeled by a proper officer of Principal and urety, or by Principal individually if Principal is an individual, this 19th day of February 2015 Lynch Construction Company, Inc. (Name of Principal) By Huma Sund (Must be President, Vice President, or Duly Authorized Agent) Press Opin Farmers Insurance Company (Name of Surety) By: When I see Insurance Company (Name of Surety)	vay Imp	paired or affected by any extension	nereny stipulates and agrees that the obligations of said Surety and its bond shall be in
WITNESS, the following eignetures and seels of Principal and Surety, executed and seeled by a proper officer of Principal and urety, or by Principal Individually if Principal is an individual, this 19th day of February 2015 Lynch Construction Company, Inc. (Name of Principal) By Company (Name of Surety) Press Seel	raive no	otice of any such extension.	or and within which the Conigeo may accept such bid, and said Surely does here
Lynch Construction Company, Inc. (Name of Principal) By (Must be President, Vice President, or Duty Authorized Agent) Phi 37 Dent (Title) Ohio Farmers Insurance Company (Name of Surety) By: When X Just			
Lynch Construction Company, Inc. (Name of Principal) By (Must be President, Vice President, or Duty Authorized Agent) PLSIDENT (Title) Ohio Farmers Insurance Company (Name of Surety) By: When K Just		variness, the following algorithms	and seek of Principal and Surety, executed and seeked by a proper officer of Principal a
Lynch Construction Company, Inc. (Name of Principal) By Lynch Construction Company, Inc. (Name of Principal) By Lynch Construction Company (Must be President, or Duly Authorized Agent) President, or Duly Authorized Agent) President, or Ohio Farmers Insurance Company (Name of Surety) By: When I Justin	meth' o	or by Principal Individually if Principa	is an individual, this 19th day of February 2016
Lynch Construction Company, Inc. (Name of Principal) By Lency Zyncol (Must be President, or Duly Authorized Agent) President (Title) Ohio Farmers Insurance Company (Name of Surety) By: When the June 1997 Agent 19			2010
(Name of Principal) By Henry Rystal (Must be President, or Duly Authorized Agent) PLESTOP (Title) Ohio Farmers Insurance Company (Name of Surety) By: Any X 2 4	Incipal	Seal -	Lymph Constant of
Sy Henry Rynd (Must be President, Vice President, or Duly Authorized Agent) PLESTOP (Title) Ohio Farmers Insurance Company (Nume of Surety) By: Angul X Just	· · · ·		Lynch Construction Company, Inc.
(Must be President, or Duly Authorized Agent) President, or Duly Authorized Agent) (Tiss) Ohio Farmers Insurance Company (Name of Surety) By: And X J. J.	``		(Name of Principal)
(Must be President, or Duly Authorized Agent) President, or Duly Authorized Agent) (Title) Ohio Farmers Insurance Company (Name of Surety) By: When I Just	100	- '	- 1
Ohio Farmers Insurance Company (Name of Surety) By: When y Just	~ ·		By Terre during
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Ohio Farmers Insurance Company (Name of Surety) By: Whene of Surety)			(Must be President, Vice President or
Ohio Farmers Insurance Company (Nume of Surety) By: When I Just			(Must be President, Vice President, or Duly Authorized Agent)
Onio Farmers Insurance Company (Nume of Surety) By: L L L L L L L L L L L L L			(Must be President, Vice President, or Duly Authorized Agent) President
By: Chape of Surety)			(Must be President, Vice President, or Duly Authorized Agent) President
By: and K Int	rety Se		(Must be President, Vice President, or Duly Authorized Agent) President, or (Title)
the List	rety Se		(Must be President, Vice President, or Duly Authorized Agent) Phil 31 Dent (Title) Ohio Farmers Insurance Company
the List	rety Se		(Must be President, Vice President, or Duly Authorized Agent) Phil 31 Dent (Title) Ohio Farmers Insurance Company
Andrew IL Teater, Uccreased WV Rendered Asset A Manual Asset	Tety Sa		(Must be President, Vice President, or Duly Authorized Agent) Phil 31 Dent (Title) Ohio Farmers Insurance Company
	rety Se		(Must be President, or Duly Authorized Agent) PLESTOCHT (Tile) Ohio Farmers Insurance Company (Name of Surety)

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal affixed.

This power of attorney supercedes any previous power bearing this same power a and issued prior to drient, for any person or persons named below.

General Power of Attorney

CERTIFIED COPY

POWER NO. 4750172 01

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hardnesser referred to individually as a "Company" and collectively as "Companies," duty organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medica County, Ohio, do by these presents make, constitute and appoint ANDREW K. TEETEH, KIMBERLY L. MILES, JANIS KAY PEACOCK, DOUGLAS P. TAYLOR, TRAVIS A. MILL, JR., PAMELA V. LANHAM, GARY R. FREEMAN, KIMBERLY S. BURDETTE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name place and stood, to execute, acknowledge and deliver any and all bonds, recognizances, undertailings, or other instruments or contracts of

LIMITATION: THIS POWER OF ATTORREY GUARANTEE, OR BANK DEPOSITORY BONDS. THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE

EVINARITEE, OR BARK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate soal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fect may do in the premises. Said appointment is made under and by suthority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY. WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be it Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and in behalf of the Company subject to the following provisions;

The Atturney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, ecknowledge and deliver, any and all bonds, recognizances, contracts, agreements of Indemnity and other conditional or obligatory undertaining and any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertaining and any and all following provisions and substances of indemnity and other conditional or obligatory undertaining and any and all furnity-in-Fact shall be as binding upon the Company as it aligned by the President and any such leafurance of any such designature of any such designature of any and the seal of the Company herefolore or hereafter affixed to any power of alterney or any certificate relating thereto by facsimile, and any power of alterney or certificate bearing treatmile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaining to which it is atteched." (Each adopted at a meeting head on February 8, 2000).

held on February 6, 2000).

In Winess Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seeks to be hereto affixed this 16th day of AUGUST A.D., 2013.

SHEAR Corporate Sezis Affined

State of Otto County of Medina TIONAL W

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surely Leader and

Senior Executive

On this 16th day of AUGUST A.D., 2012, before me personally came Dennia P. Baus to ma known, who, being by me duly sworn, did On this four only of August A.D., 2014, before the pursonary came personary came personary. It because the country who, being by the depose and say, that he resides in Wooster, Oble; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the sests of said Companies; that the sests affixed to said instrument are such corporate sests; that they were so affixed by order of the Boards of Directors of said Companies; and that he appead his name thereto by like order.

Sont Affixed

State of Ohio County of Medina

59.



William J. Kahelin, Atlarney at Law, Notery Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Cartino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby cartily that the above and foregoing is a true and correct copy of a Power of Attorney, executed by seld companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Chie, this 19th day of February

MAURAR

WTIONAL A



REQUEST FOR QUOTATION Closure of Two Underground Storage Tanks CRFQ 0506 HHR1500000004

10. VENDOR DEFAULT:

3045369156

- 10.1. The following shall be considered a vendor default under this Contract.
 - 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
 - 10.1.2. Failure to comply with other specifications and requirements contained herein.
 - 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 10.1.4. Failure to remedy deficient performance upon request.
- 10.2. The following remedies shall be available to Agency upon default.
 - 10.2.1. Immediate cancellation of the Contract.
 - 10.2.2. ImmediateCancellation of one or more release orders issued under this Contract.
 - 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

> Contract Manager: John A. Lynch Telephone Number: 304-667-1918 Fax Number: 304-536-9156

Email Address: john@lynchconstruction, net

Revised 10/27/2014

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: Lynch Construction Co., Inc.
Contractor's License No. WV 001825

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
 - 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 shall 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.
- 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

Revised 08/08/2014

CERTIFICATIONAND SIGNATURE PAGE

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

Lynch Construction Co., Inc.
(Company)

Henry Lynch President
(Authorized Signature) (Representative Name, Title)

304-536-1890 / 304-536-9156 / 2/18/15 (Phone Number) (Fax Number) (Date)

WV-72 Created 07/01/13

Contract Identification:

State of West Virginia Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

Contract Number: CRFO 0508 HHR 1500000004
Contract Purpose: Jackie Withrow Hospital UST Removal
Agency Requesting Work: Lynch Construction Co., Inc.
Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.
information indicating the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
XX Average number of employees in connection with the construction on the public improvement;
Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.
/endor Contact Information:
/endor Name: Lynch Construction Co., Inc Vendor Telephone: 304 536 1890
Vendor Address;HC 70 Rox 187 Vendor Fax: 304 536 9156
White Sulphur Springs, WV. 24986

Addendum Numbers Received:

(Check the box next to each addendum received)

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: HHR1500000004

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.

	[_{>}	{X}	Addendum No. 1	[}	Addendum No. 6
	E]	Addendum No. 2	E	}	Addendum No. 7
	I]	Addendum No. 3	[Ţ	Addendum No. 8
	ſ	1	Addendum No. 4	[J	Addendum No. 9
	[]	Addendum No. 5	[]	Addendum No. 10

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.

Henry Lynch - Presedent Henry Tynch - Authorized Signature

2/18/15

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

Revived 6/8/2012

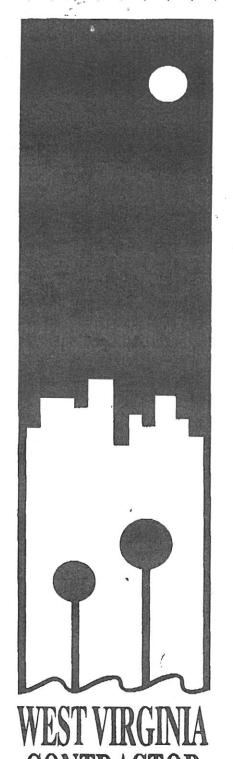
WV-73 Rev. 08/2013



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

STATE OF WEST VIRGINIA, COUNTY OF Greenbrier TO-WIT: I, Henry Lynch , after being first duly sworn, depose and state as follows: 1. I am an employee of Lynch Construction Co Inc. ; and, (Company Name) 2. I do hereby attest that Lynch Construction Co., Inc. (Company Name) maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-10. The above statements are sworn to under the penalty of perjury. Title: President Company Name: Lynch Construction Co Inc. Date: 2/18/15 Taken, subscribed and sworn to before me this 15th day of By Commission expires NOTARY PUBLIC STATE OF WEST VIRGINIA ERIKA K. VanBUREN THELE CONSTRUCTION COMPANY, INC. (Notary Public) WHITE SULPHUR SPRINGS, WV 24956 y commission expires March 19, 2017 TTED WITH THE BID IN ORDER FAILURE TO INCLUDE THE AFFIDA BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Rev. August 2013



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001825

Classification:

GENERAL ENGINEERING EXCAVATION LANDCLEARING

> LYNCH CONSTRUCTION CO INC DBA LYNCH CONSTRUCTION CO INC HC 70 BOX 187 WHITE SULPHUR SPRINGS, WV 24986

Date Issued

Expiration Date

AUGUST 20, 2014

AUGUST 20, 2015

Authorized Company Signature

Chair, West Virginia Contractor

Licensing Board

₹ ·

This license, or a co performed. This lic and binding contra

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

RFQ No. 0506 HHR15000000 04

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Vs. Code §5A-3-10s, 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, felture to maintain mandatory workers' compensation coverage, or felture 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. Vs. 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:

RECEIVED TIME FEB. 19. 12:30PM

Vendor's Name: Lynch Construction Co., Inc.
Authorized Signature: Date: 2/18/15
State of Wild Henry Lytich - President
County of Lill Knill to-wit:
Taken, subscribed, and swoon to before me this day of January 2015
My Commission expires V and 194h
AFFIX SEAL HERE NOTARY PUBLIC MICAN. MICHALIM
OFFICIAL SEAL NOTARY FUBLIC STATE OF WEST VIRGINIA FRICA F. Van JUPIEN 1790H CONSTRUCTION COMPANY, IRC. HOTO BOX 187 WHITE SULPHUR SPRINGS, WY 24686 WHITE SULPHUR SPRINGS, WY 24686