



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 97004

Doc Description: Addendum No. 5 - Perimeter Safety Improvements-State Capitol

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-06-02	2015-06-04 13:30:00	CRFQ 0622 PRS1500000001	6

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:
 McClanahan Construction Co., LLC
 744 Poca River Rd N
 Poca, WV 25159
 304-776-3355

06/04/15 13:21:09
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Signature X

FEIN # 55-0698258

DATE 6/4/15

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
PROTECTIVE SERVICES DIVISION OF BLDG 1, RM 152-A 1900 KANAWHA BLVD E CHARLESTON WV25305 US		PROTECTIVE SERVICES BLDG 1 RM 152-A 1900 KANAWHA BLVD E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sidewalk construction and repair service				3,000,050.00

Comm Code	Manufacturer	Specification	Model #
72141105			

Extended Description :

Addendum No. 5 - To provide the following clarification -

Per Bid Item 28 and the description, all electrical components, including cabling, are to be provided and installed by the contractor.

The bid opening remains on 06/04/2015 at 1:30 pm.

The WV Purchasing Division for the agency, WV Division of Protective Services, is soliciting bids to provide and furnish all labor, material, tools, equipment and all other services necessary to complete campus perimeter safety improvements at the WV State Capitol Complex located in Charleston, WV, per the attached specifications.

There is a mandatory pre-bid meeting scheduled for 05/12/2015 at 10:00 am at the WV Department of Military Affairs and Public Safety Conference Room located at Building 1, Room W-400 1900 Kanawha Boulevard, East Charleston, WV 25305.

Plans and specifications may be obtained for the cost of printing (approximately \$150) by contacting GAI Consultants, Inc., 300 Summers Street, Suite 1100, Charleston, West Virginia 25301, 304-926-8100 (phone), 304-926-8180 (fax).

Total Base Bid for Phase 1 Perimeter Security

PRS1500000001	Document Phase Final	Document Description Addendum No. 5 - Perimeter Safety Improvements-State Capitol	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

BID FORM SECTION I

BASE BID For Phase I and Phase IA

DATED: June 4, 2015
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address)

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV #004165

SUBMITTED TO: State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

**WV State Capitol
Campus Perimeter Safety Improvements
Kanawha County, West Virginia**

All in accordance with the Drawings and Specifications as prepared by GAI Consultants, Inc., 300 Summers Street, Suite 1100, Charleston, WV 25301.

BASE BID:

For the sum of: Three million fifty dollars and no cents
(\$ 3,000,050.00)

If awarded contract on Base Bid, I (we) agree to perform the work including base bid to substantial completion (or-beneficial occupancy) in **120 days**. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

Addendum #1, dated 5/12/15, Addendum #2, dated 5/26/15, Addendum #3, dated 5/27/15, Addendum #4, dated 5/29/15
Addendum #5, dated 6/2/15

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

SIGNATURE OF BIDDER:

Firm: McClanahan Construction Co., LLC

By: 

Address: 744 Poca River Rd N

Title: Managing Member

Address: _____

Phone: 304-776-3355

Address: Poca, WV 25159

Fax: 304-776-6121

The contract will be awarded to the Bidder with the lowest contract base bid meeting all of the specifications. Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any bid, or bids, and to reject any and all bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the bidding documents; to reject any conditions of the bid by the Bidder that is any way inconsistent with the requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular.

END OF SECTION I

REVISED BY ADDENDUM NO. 4 - ISSUED 5/29/2015

**BID FORM SECTION II
BID ITEMS AND UNIT COSTS**

In the event that unit quantities stated below differ from quantities required for completion of the Work, unit costs as stated below shall be the basis of adjustments in Contract Sum.

The Engineer shall be notified if the Bidder's takeoff varies significantly from the estimated quantities.

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Project Administration/Quality Control Base Bid					
1	Mobilization/Demobilization	1	LS	65,328.00	65,328.00
2	General Administration/Permits/Insurance	1	LS	145,037.00	145,037.00
3	Bonding	1	LS	32,250.00	32,250.00
PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL					242,615.00

Phase I-A: Bus Loop					
Site Preparation:					
4	Selective site demolition, clearing and grubbing	1	LS	135,528.00	135,528.00
Sediment and Erosion Control:					
5	Sediment and erosion control	1	LS	9,136.00	9,136.00
Utilities:					
6	Underground electric conduit	760	LF	38.00	28,880.00
7	Electrical pull boxes	2	EA	2,318.00	4,636.00
8	Miscellaneous utility adjustments (rim elevations, relocation)	1	LS	3,073.00	3,073.00
9	Storm sewer line (12")	250	LF	41.00	10,250.00
10	Existing storm inlet adjustment (rim elevations)	4	EA	1,830.00	7,320.00
11	Storm inlets (Type-B)	2	EA	4,270.00	8,540.00
12	Pole lights (proposed)	12	EA	7,955.00	95,460.00
Sitework:					
13	Concrete sidewalk, truncated domes and integral curb	1,500	SF	15.00	22,500.00
14	Full-depth concrete curb	1,000	LF	30.00	30,000.00
15	Asphalt paving	7,700	SF	7.00	53,900.00
16	Concrete paving (Bus Loop)	18,500	SF	17.00	314,500.00
17	Vehicular pavers on concrete	1,070	SF	33.00	35,310.00
18	Pavement striping	1	LS	2,020.00	2,020.00
19	Limestone veneer seatwall (+/- 24" - single sided veneer)	205	LF	568.00	116,440.00
20	Limestone veneer seatwall (+/- 24" - double sided veneer)	100	LF	710.00	71,000.00
21	Limestone veneer masonry columns (+/- 48")	3	EA	8,500.00	25,500.00
22	Landscaping	1	LS	42,152.00	42,152.00
Site Amenities:					
23	Trash receptacles	3	EA	1,822.00	5,466.00
24	Bus shelters	2	EA	12,093.00	24,186.00
Phase IA: BASE BID SUB-TOTAL					1,045,797.00

Phase I-B: Governor's Mansion / Greenbrier Street					
Site Preparation:					
25	Selective site demolition, clearing and grubbing	1	LS	89,845.00	89,845.00
26	Underground electric conduit	3,540	LF	18.00	63,720.00
27	Electrical pull boxes	9	EA	746.00	6,714.00
28	Underground electrical service	1	LS	24,744.00	24,744.00
29	Electrical security components	1	LS	145,000.00	145,000.00
30	Fire hydrant relocation	1	LS	6,710.00	6,710.00
31	Miscellaneous utility adjustments	1	LS	14,167.00	14,167.00
32	Storm sewer line (15")	30	LF	197.00	5,910.00
33	Storm inlets (Type-B)	1	EA	3,883.00	3,883.00
34	Storm inlets (Type-E)	2	EA	4,000.00	8,000.00
35	Acorn style lights on masonry columns	4	EA	3,996.00	15,984.00
36	Acorn style pole lights (relocated)	4	EA	4,102.00	16,408.00
37	Cobra pole lights (reused / relocated)	3	EA	3,966.00	11,898.00
Sitework:					
38	Limestone veneer seatwall (+/- 24" - double side veneer)	575	LF	710.00	408,250.00
39	Limestone veneer seatwall (+/- 24" - single side veneer)	355	LF	568.00	201,640.00
40	Concrete walkway	460	SF	22.00	10,120.00
41	Landscaping	1	LS	31,635.00	31,635.00
42	Concrete sidewalk, truncated domes and integral curb	4,950	SF	16.00	79,200.00
43	Full depth concrete curb @ Greenbrier St./Kanawha Blvd.	30	LF	55.00	1,650.00
44	Asphalt patching @ integral curb and gutter	530	SF	13.00	6,890.00

REVISED BY ADDENDUM NO. 4 - ISSUED 5/29/2015

45	Pavers on concrete @ driveway walk	165	SF	43.00	7,095.00
46	Pavers on concrete @ sidewalks	2,070	SF	26.00	53,820.00
47	Pavement striping	1	LS	3,630.00	3,630.00
48	Limestone veneer masonry columns (+/- 48")	9	EA	8,500.00	76,500.00
49	Brick and limestone veneer masonry columns (+/- 78")	13	EA	10,000.00	130,000.00
50	Ornamental steel fence on wall (4' tall)	455	LF	160.00	72,800.00
51	Ornamental steel fence @ Governor's Mansion (6' tall)	740	LF	150.00	111,000.00
52	Vehicular automatic sliding gates @ Governor's Mansion	2	EA	22,567.00	45,134.00
53	Pedestrian automatic gates @ Governor's Mansion	2	EA	4,008.00	8,016.00
54	Masonry Sign at Kanawha Boulevard and Greenbrier	1	LS	49,920.00	49,920.00
Site Amenities:					
55	Trash receptacles	1	EA	1,355.00	1,355.00
Phase IB: BASE BID SUB-TOTAL					1,711,638.00
BASE BID TOTAL					3,000,050.00

END OF BID FORM - PART II

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO – PRS150000001

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.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1 dated 5/12/15	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2 dated 5/26/15	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3 dated 5/27/15	<input type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4 dated 5/29/15	<input type="checkbox"/> Addendum No. 9
<input checked="" type="checkbox"/> Addendum No. 5 dated 6/2/15	<input type="checkbox"/> 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 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.

McClanahan Construction Co., LLC

Company



Authorized Signature

6/4/15

Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McClanahan Construction Company, LLC
of Poca, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment 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 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
WV Capitol Complex Security Enhancements Phase I Solicitation: PRS1500000001 - According to Plans and
Specifications

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 insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive 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
Surety, or by Principal individually if Principal is an individual, this 2nd day of June, 2015.

Principal Seal

McClanahan Construction Company, LLC
(Name of Principal)
By: Brian D. McClanahan
(Must be President, Vice President, or
Duly Authorized Agent)
MANAGING MEMBER
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: Kimberly J. Wilkinson
Kimberly J. Wilkinson, WV Resident Agent 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.**

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/17/13, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 4752152 06

General Power of Attorney

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY T. GORDON, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, 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 stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK 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 seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority 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 is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness 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 seals to be hereto affixed this 17th day of DECEMBER A.D., 2013 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 17th day of DECEMBER A.D., 2013 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; 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 seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



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

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said 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 full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 2nd day of June A.D. 2015.



Frank A. Carrino Secretary

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: McClanahan Construction Co., LLC

Contractor's License No. WVCL #004165

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



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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

I, Bruce D. McClanahan, after being first duly sworn, depose and state as follows:

1. I am an employee of McClanahan Construction Co., LLC; and,
(Company Name)
2. I do hereby attest that McClanahan Construction Co., LLC
(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: Bruce D. McClanahan

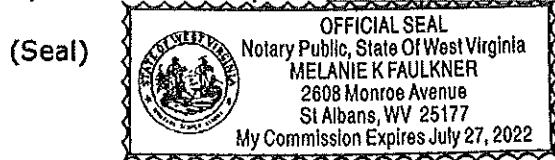
Title: Managing Member

Company Name: McClanahan Construction Co., LLC

Date: June 1, 2015

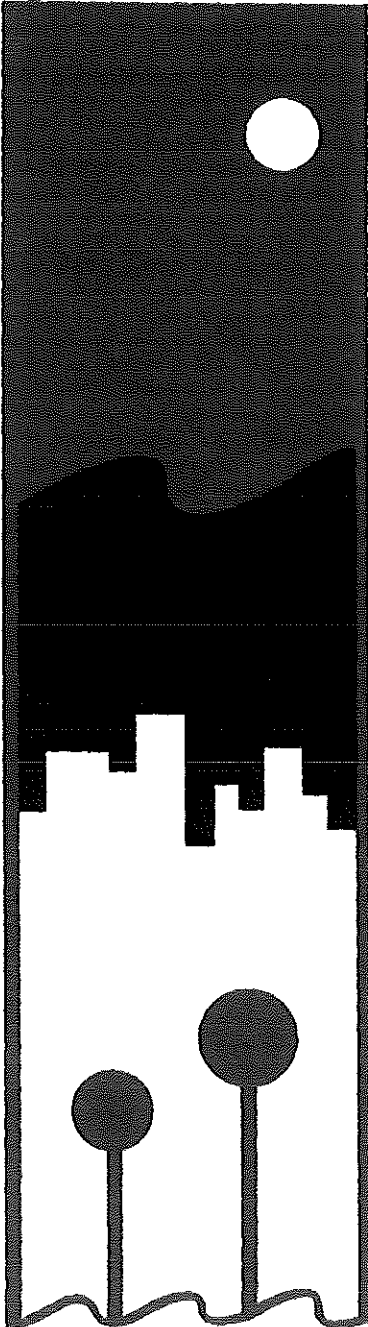
Taken, subscribed and sworn to before me this 1st day of June, 2015.

By Commission expires July 27, 2022



Melanie K. Faulkner
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV004165

Classification:
GENERAL BUILDING
RESIDENTIAL
SPECIALTY

MCCLANAHAN CONSTRUCTION COMPANY LLC
DBA MCCLANAHAN CONSTRUCTION COMPANY LLC
744 POCA RIVER RD N
POCA, WV 25159-9042

Date Issued
SEPTEMBER 11, 2014

Expiration Date
SEPTEMBER 11, 2015

Bruce D. McClanahan
Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor
Licensing Board

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.



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: McClanahan Construction Co., LLC

Authorized Signature: *Brian D. McClanahan* Date: 06/01/2015

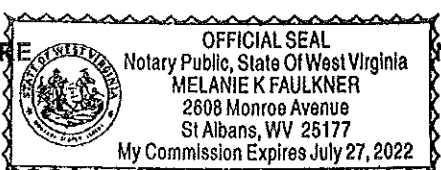
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 1st day of June, 2015.

My Commission expires July 27, 2022, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC *Melanie K. Faulkner*