

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

State of West Virginia Request for Quotation

_

Proc Folder: 24926

Doc Description: ADDENDUM NO. 1 CONCRETE SIDEWALK AND CONCRETE RAMP

Proc Type: Central Purchase Order

 Date Issued
 Solicitation Closes
 Solicitation No
 Version

 2014-10-07
 2014-10-16 13:30:00
 CRFQ
 0506 JWH1500000001
 2

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:

McAllister Construction LLC PO Box 474 Cool Ridge, WV 25825 304-787-6207

> 10/16/14 12:59:10PM West Virginia Purchasing Division

FOR INF	ORMATION	CONTACT	THE BUYER

Bryan Rosen

(304) 558-4741 bryan.d.rosen@wv.gov

Signature X Signature X Multiple

20-5339191

October 15, 2014

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

Page: 1

FORM ID: WV-PRC-CRFQ-001

INVOICE TO		SHIP TO		
PROCUREMENT OFFICE	ER - 304-256-6600	PROCUREMENT OFFI	ICER - 304-256-6600	
HEALTH AND HUMAN RESOURCES		HEALTH AND HUMAN RESOURCES		
JACKIE WITHROW HOS	SPITAL 105 SOUTH EISENHOWER DR	JACKIE WITHROW HO	DSPITAL	
		105 SOUTH EISENHO	WER DR	
BECKLEY	WV25801	BECKLEY	WV 25801	
US		US	-	
		05		

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Sidewalk construction and repair service	1		\$ 27,225.00	\$27,225.00

Comm Code	Manufacturer	Specification	Model #	
72141105		•		

Extended Description:

Demolition and removal of the existing sidewalk at the front of Jackie Withrow Hospital and the installation of a new sidewalk per the specifications (Section 4.1.1) in the specifications.

INVOICE TO	NVOICE TO		
PROCUREMENT OFFI	CER - 304-256-6600	PROCUREMENT OFFI	CER - 304-256-6600
HEALTH AND HUMAN JACKIE WITHROW HO	RESOURCES SPITAL 105 SOUTH EISENHOWER DR	HEALTH AND HUMAN JACKIE WITHROW HO	
W		105 SOUTH EISENHO	WER DR
BECKLEY	WV 25801	BECKLEY	WV 25801
US	4	us	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Sidewalk construction and repair service	1		\$ 12,375.00	\$ 12,375.00

Comm Code	Manufacturer	Specification	Model #	***
72141105				
72141103				

Extended Description:

Demolition and removal of the sidewalk at the back of Jackie Withrow Hospital with the installation of a new sidewalk per the specifications. (Section 4.1.2) in the specifications.

INVOICE TO		SHIP TO			
PROCUREMENT OFFICER - 304-256-6600		PROCUREMENT OFFICER - 304-256-6600			
HEALTH AND HUMAN JACKIE WITHROW HO	RESOURCES SPITAL 105 SOUTH EISENHOWER DR	HEALTH AND HUMAN JACKIE WITHROW HO			
		105 SOUTH EISENHO	WER DR		
BECKLEY	WV25801	BECKLEY	WV 25801		
us		US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Sidewalk or ramp construction	1		# O 000 00	
	service	WANTED TO THE TOTAL PROPERTY OF THE PROPERTY O		\$ 9,900.00	\$ 9,900.00

Comm Code	Manufacturer	Specification	Model #	***************************************
72152705				

Extended Description:

Removal of the existing wooden wheelchair ramp and the installation of a new concrete ramp per the specifications. (Section 4.1.3) in the specifications.

	Document Phase	Document Description	Page 4
JWH1500000001	Final	ADDENDUM NO. 1 CONCRETE SIDEW	of 4
		ALK AND CONCRETE RAMP	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: JWH1500000001

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.

(Che	ck ti	he b	ox next to each addendum rec	ceive	d)	
	[]	/]	Addendum No. 1	[]	Addendum No. 6
	E]	Addendum No. 2	[J	Addendum No. 7
	[]	Addendum No. 3	I	ĵ	Addendum No. 8
	[]	Addendum No. 4	Į]	Addendum No. 9
]]	Addendum No. 5	[1	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.

McAllister Constr	uction IIC	
	Company	And the state of t
QALI.	M Tauton	
	Authorized Signatur	re
October 15, 2014		
A STATE OF THE STA	Date	and the same grade decreases we start and the same of

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

Revised 6/8/2012

77					200			
r	n	CI	n	Z	P	a	E	0

Item number 1: Provide a total lump sum bid for all parts/materials and labor necessary for the
demolition and disposal of the existing concrete sidewalk at the front entrance for Jackie
Withrow Hospital and the installation of the new concrete sidewalk in its' place. (Refer to
section 4.1.1 in the RFQ.)

\$ 27,225.00 (Twenty-seven Thousand Two Hundred Twenty-Five Dollars)

Item number 2: Provide a total lump sum bid for all parts/materials and labor necessary for the demolition and disposal of the existing concrete sidewalk at the back of Jackie Withrow Hospital and the installation of the new concrete sidewalk in its' place. (Refer to Section 4.2.2 in the RFQ.)

\$ 12,375.00 (Twelve Thousand Three Hundred Seventy-five Dollars)

Item number 3: Provide a total lump sum bid for all parts/materials and labor necessary for the demolition and disposal of the existing wooden wheelchair ramp to the gazebo and the installation of the new concrete ramp in its' place. (Refer to Section 4.2.3 in the RFQ.)

\$ 9,900.00 (Nine Thousand Nine Hundred Dollars)

Grand total bid: Add the totals from Item numbers 1-3 together to equal the grand total bid.

\$ 49,500.00 (Forty-nine Thousand Five Hundred Dollars)

Contractor name:	McAllister Construction LLC	
Address:	PO Box 474 Cool Ridge, WV 25825	
Remit to address:	PO Box 474 Cool Ridge, WV 25825	4eema
Phone number:	304-787-6207	schomb
Fax number:	N/A	

Pricing Page

Email: mcallis	erllc@suddenlink.net	
Contact Person:	David L. McAllister	
Title: Owner		
Signature:	1/M/allton	
Date: October	15, 2014	

Agency	Jim Lively	Insurance
REQ.P.C)#	
Bond N	o: 71594306	

KINO	W ALL MEN BY THESE PR	ESEMTS, That we, the undereigned,	Mc Allister Construction, LLC
of_	Cool Ridge, WV		as Principal, and WESTERN SURETY COMPA
	Chicago, IL		rganized and existing under the laws of the State of
outh Dakota	with its principal office i	n the City of Chicago	_, sa Surety, are held and firmly bound unto the State
of West Virgin	in, as Obligue, in the penal s	Five % of Amount Bid	(\$ 5 % of Amount Bid) for the payment of which
we8 and truly (lo, be made, we jointly and a	evenelly bind ourselves, our heirs, edi	ministratora, executora, successora anil assigna.
			ncipal has submitted to the Purchasing Section of the
	Administration a certain bid nrow Hospital - Sidewalk		de a part hereof, to enter into a contract in writing for
(a) (b)	THEREFORE, If eald bid shall be reject If said bid shall be see	ed, or swied and the Principal shell enter	nto a contract in accordance with this bid or proposal
he agreement ill force and e event, excess The S vay tryppined t	to and shall furnish any othe created by the acceptance affect. It is expressly under the penal amount of this objective, for the value receives	r bonds and insurance required by the of said bid, than this abligation shall t shoul and agreed that the Hability of gallon as herein stated. I, hereby atjudates and agrees that i	e hid of proposal, and shall by all often respects perform so null and void, otherwise this obligation shall enter in in the Surely for any and all claims hereunder shall, in no the obligations of said Swely and its bund shall be in no se may accept such bid, and said Surely does hereby
the agreement full force and e event, exceed The S evay impaired o walve indice of	in and shall familish any othe created by the acceptance affect. It in expressly under the penal amount of this obli- turety, for the value received or affected by any extension any such adension.	r bonds and insurance required by the of said bid, linar this obligation shall is dispation shall is dispation shall is dispation and agreed that the liability of galicin as herein stated. If, hereby attractes and agrees that is not the thine within which the Citigs.	e hid of proposal, and shall in all other respects perform as null and void, otherwise this obligation shall remain in the Surety for any and all distins hereunder shall, in no he obligations of said Surety and to brand shall be in no se may accept such bid, and said Surety does hereby
the agreement full force and elevant, exceed the State of	to and shall familish any other created by the acceptance office. It is expressly under the penal amount of this oblinately, for the value received or alliabled by any extension any such adention. ESS, the following eigenburg.	r bonds and insurance required by the of said bid. Disar this obligation shall is stood and agreed that the liability of gation as herein stated. If, hereby objustates and agrees that is not the time within which the Ciclip and seats of Frincipal and Surety, as and seats of Frincipal and Surety,	e hid of proposal, and shall in all other respects perform as null and void, otherwise this obligation shall remain in the Surety for any and all distins hereunder shall, in no he obligations of said Surety and its bund shall be in no se may accept such bid, and said Surety does nevery assurated and sealed by a proper officer of Principal and
the agreement full force and a event, exceed t The S evay impaired of waive notice of Within	to and shall familish any other created by the acceptance office. It is expressly under the penal amount of this oblinately, for the value received or alliabled by any extension any such adention. ESS, the following eignature.	r bonds and insurance required by the of said bid, linar this obligation shall is dispation shall is dispation shall is dispation and agreed that the liability of galicin as herein stated. If, hereby attractes and agrees that is not the thine within which the Citigs.	e hid of proposal, and shall in all other respects perform as null and void, otherwise this obligation shall remain in the Surety for any and all distins hereunder shall, in no he obligations of said Surety and its bund shall be in no se may accept such bid, and said Surety does nevery assurated and sealed by a proper officer of Principal and
the agreement full force and e event, access in the Savay invalued of writes surely, or by P.	to and shall familish any other created by the acceptance office. It is expressly under the penal amount of this oblinately, for the value received or alliabled by any extension any such adention. ESS, the following eignature.	r bonds and insurance required by the of said bid. Disar this obligation shall is stood and agreed that the liability of gation as herein stated. If, hereby objustates and agrees that is not the time within which the Ciclip and seats of Frincipal and Surety, as and seats of Frincipal and Surety,	e hid of proposal, and shall in all other respects perform as null and void, otherwise this obligation shall remain in the Surety for any and all distins hereunder shall, in no he obligations of said Surety and its bund shall be in no se may accept such bid, and said Surety does nevery assurated and sealed by a proper officer of Principal and
the agreement full force and e event, access in the Savay invalued of writes surely, or by P.	to and shall familish any other created by the acceptance office. It is expressly under the penal amount of this oblinately, for the value received or alliabled by any extension any such adention. ESS, the following eignature.	r bonds and insurance required by the of said bid. Disar this obligation shall is stood and agreed that the liability of gation as herein stated. If, hereby objustates and agrees that is not the time within which the Ciclip and seats of Frincipal and Surety, as and seats of Frincipal and Surety,	e hid of proposal, and shall in all other respects perform as sull and wold, otherwise this obligation shall remain in the Surely for any and all distins hereunder shall, in no he obligations of said Surely and its bund shall be in no se may accept such bid, and said Surely does hereby accounted and sealed by a proper officer of Principal and October 26 14
the agreement full force and e event, anced in The 6 event, and ed in the force of waite, and event water, and event water, or by P.	to and shall familish any other created by the acceptance office. It is expressly under the penal amount of this oblinately, for the value received or alliabled by any extension any such adention. ESS, the following eignature.	r bonds and insurance required by the of said bid. Disar this obligation shall is stood and agreed that the liability of gation as herein stated. If, hereby objustates and agrees that is not the time within which the Ciclip and seats of Frincipal and Surety, as and seats of Frincipal and Surety,	e hid of proposal, and shall in all other respects perform as null and wold, otherwise this obligation shall remain in the Surely for any and all desires hereunder shall, in no see obligations of said Surely and its bund shall be in no see may accept such bid, and said Surely does hereby accounted and sealed by a proper officer of Principal and October Mc Allister Construction, LLC (Name of Principal) By C. J. M. C. W. T. J.
the agreement full funce and e event, exceed . The Savay imprised a violen and a column and a c	to and shall familish any other created by the acceptance office. It is expressly under the penal amount of this oblinately, for the value received or alliabled by any extension any such adention. ESS, the following eignature.	r bonds and insurance required by the of said bid. Disar this obligation shall is stood and agreed that the liability of gation as herein stated. If, hereby objustates and agrees that is not the time within which the Ciclip and seats of Frincipal and Surety, as and seats of Frincipal and Surety,	e hid of proposal, and shall in all other respects perform as sull and word, otherwise this obligation shall remain in the Surely for any and all claims hereunder shall, in no her ebligations of said Surely and its bund shall be in no see may accept such bid, and said Surely does hereby accounted and sealed by a proper officer of Principal and October Mc Allister Construction, LLC (Name of Principal) By (Must be President, Vice Printippi), or
the agreement full force and e event, anced in The 6 event, and ed in the force of waite, and event water, and event water, or by P.	to and shall familish any other created by the acceptance office. It is expressly under the penal amount of this oblinately, for the value received or alliabled by any extension any such adention. ESS, the following eignature.	r bonds and insurance required by the of said bid. Disar this obligation shall is stood and agreed that the liability of gation as herein stated. If, hereby objustates and agrees that is not the time within which the Ciclip and seats of Frincipal and Surety, as and seats of Frincipal and Surety,	e hid of proposal, and shall in all other respects perform as sull and word, otherwise this obligation shall remain in the Surely for any and all clears best under shall, in no see ebligations of said Surely and its bund shall be in no see may accept such bid, and said Surely does hereby seconded and sealed by a proper officer of Principal and October Mc Allister Construction, LLC (Name of Principal) By (Must be President, Vice Printient, or Duby Authorized Agent)
the agreement full force and a event, access of the Savay impaired a vicinity matter of William Sunday, or by P	to and shall familish any other created by the acceptance office. It is expressly under the penal amount of this oblinately, for the value received or alliabled by any extension any such adention. ESS, the following eignature.	r bonds and insurance required by the of said bid. Disar this obligation shall is stood and agreed that the liability of gation as herein stated. If, hereby objustates and agrees that is not the time within which the Ciclip and seats of Frincipal and Surety, as and seats of Frincipal and Surety,	e hid of proposal, and shall in all other respects perform as sull and word, otherwise this obligation shall remain in the Surely for any and all claims hereunder shall, in no her ebligations of said Surely and its bund shall be in no see may accept such bid, and said Surely does hereby accounted and sealed by a proper officer of Principal and October Mc Allister Construction, LLC (Name of Principal) By (Must be President, Vice Printippi), or
the agreement full fune and a secont, access of the Savay impaired a vicinity makes of William Sunday, or by P	to and shall familish any other created by the acceptance office. It is expressly under the penal amount of this oblinately, for the value received or alliabled by any extension any such adention. ESS, the following eignature.	r bonds and insurance required by the of said bid. Disar this obligation shall is stood and agreed that the liability of gation as herein stated. If, hereby objustates and agrees that is not the time within which the Ciclip and seats of Frincipal and Surety, as and seats of Frincipal and Surety,	e hid of proposal, and shall in all other respects perform as sull and word, otherwise this obligation shall remain in the Surely for any and all clears best under shall, in no see ebligations of said Surely and its bund shall be in no see may accept such bid, and said Surely does hereby seconded and sealed by a proper officer of Principal and October Mc Allister Construction, LLC (Name of Principal) By (Must be President, Vice Printient, or Duby Authorized Agent)
the agreement full force and e event, access in The Savay imprimed a waive matter of With Sundy, or by Principal Saul	to and shall familish any other created by the acceptance office. It is expressly under the penal amount of this oblinately, for the value received or alliabled by any extension any such adention. ESS, the following eignature.	r bonds and insurance required by the of said bid. Disar this obligation shall is stood and agreed that the liability of gation as herein stated. If, hereby objustates and agrees that is not the time within which the Ciclip and seats of Frincipal and Surety, as and seats of Frincipal and Surety,	e hid of proposal, and shall in all other respects perform as null and wold, otherwise this obligation shall remain in the Surely for any and all dealins hereunder shall, in no see abligations of said Surely and its braid shall be in no see may accept such bid, and said Strety does hereby seculad and sealed by a proper officer of Principal and October Mc Allister Construction, LLC (Name of Principal) (Nast be President, Vice Principal) (Wust be President, Vice Principal) (Wind be President, Vice Principal) (Vice President, Or Duby Authorized Agent) (Title) WESTERN SURETY COMPANY
the agreement full force and e event, access in The Savay imprimed a waive matter of With Sundy, or by Principal Saul	to and shall familish any other created by the acceptance office. It is expressly under the penal amount of this oblinately, for the value received or alliabled by any extension any such adention. ESS, the following eignature.	r bonds and insurance required by the of said bid. Disar this obligation shall is stood and agreed that the liability of gation as herein stated. If, hereby objustates and agrees that is not the time within which the Ciclip and seats of Frincipal and Surety, as and seats of Frincipal and Surety,	e hid of proposal, and shall in all other respects perform as null and wold, otherwise this obligation shall remain in the Surely for any and all dealins hereunder shall, in no see abligations of said Surely and its braid shall be in no see may accept such bid, and said Strety does hereby seculad and sealed by a proper officer of Principal and October Mc Allister Construction, LLC (Name of Principal) (Nast be President, Vice Principal) (Wust be President, Vice Principal) (Wind be President, Vice Principal) (Vice President, Or Duby Authorized Agent) (Title) WESTERN SURETY COMPANY

must atiach a power of attentoy with its seal affited.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No
Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of Scuth Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint
its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:
Principal: Mc Allister Construction, LLC
Obligee: West Virginia Division of Purchasing
Amount: \$500,000.00
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.
"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."
All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate scales be affixed this 16th day of October , 2014 WESTER SURETY COMPANY Paul T. Bruflat, Vice President STARFOR SOUTH BANGTA COUNTY OF MINISTRAHA On this 15th day of October , in the year 2014 , before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deep f said corporation. S. PETRIK Notary Public - South Dakota
My Commission Expires August 11, 2016
I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.
In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this
WESTERN SURETY COMPANY
Paul T. Bruffat, Vice President

STATE OF West Virginia COUNTY OF Favette	ACKNOWLEDGMENT OF SURETY (Attorney-in-Fact)	Bond No. 71594306
On this 16th day of	October DAMES TEAM	,, before me, a notary public in
and for said County, personally appeared	PAMEJA JEAN	MC MILLION
to me personally known and being by	me duly sworn, did say, that he she is th	e Attorney-in-Fact of WESTERN SURETY
COMPANY, a corporation of Sioux Falls,	, South Dakota, created, organized and exis	sting under and by virtue of the laws of the
State of South Dakota, that the said in	strument was executed on behalf of the sa	aid corporation by authority of its Board of
Directors and that the said	PAMELA JEAN MC M	ILLION
acknowledges said instrument to be th	e free act and deed of said corporation a	nd that he/she has authority to sign said
instrument without affixing the corporate	seal of said corporation.	
IN WITNESS WHEREOF, I have her Oak Hill	reunto subscribed my name and affixed my o West Virginia	fficial seal at, the day and year last above written.
My commission expires	Michael & Ken	lock
3029 6	7,7400	Notary Public

Form 106-9-2013

Ny My

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
MICHAEL L. KEMLOCK
JIM LIVELY INSURANCE
112 EAST MAIN ST.
BECKLEY, WV 25801
My commission expires July 2, 2019

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: McAllister Construction LLC Vendor's Name: Authorized Signature: October 15, 2014 Date: State of West Virginia Raleigh County of to-wif Taken, subscribed, and sworn to before me this 15th of October 20 14 My Commission expires AFFIX SEAL SHIPE NOTARY PUBLIC TOMME OFFICIAL SEAL Notary Public, State of West Virginia PAMELA J McMILLION Purchasing Affidavit (Revised 07/01/2012) Jim Lively Insurance

112 E. Main St. Beckley, WV 25801 My commission expires March 29, 2022

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:_	McAllister	Construction	LLC
400			THE STATE OF THE S
Contractor's License	No. WV04	1486	

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 ANS VASHRAE/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.



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

STATE OF WEST VIRGINIA,
COUNTY OF Raleigh TO-WIT:
I, Adria A. McAllister after being first duly sworn, depose and state as follows:
1. I am an employee of McAllister Construction LLC ; and, (Company Name)
2. I do hereby attest that McAllister Construction 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: Adrea a Maleson
Title: Office Manager
Company Name: McAllister Construction LLC
Date: October 15, 2014
Taken, subscribed and sworn to before me this 15th day of October 2014 By Control Seal OFFICIAL SEAL OF WestVirginia 29, 2022 PAMELA J McMILLION Jim Lively Insurance 112 E. Main St. Beckley, WV 25801 My commission expires March 29, 2022 (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.

REQUEST FOR QUOTATION CRFQ JWH1500000001 Sidewalks for Jackie Withrow Hospital

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. Cancellation of the Contract.
- 10.2.2. Cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

11. MISCELLANEOUS:

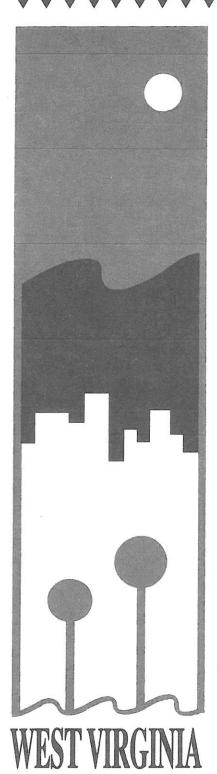
11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service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

Contract Manager: David L. McAllister

Telephone Number: 304-787-6207 (w) 304-890-6009 (c)

Fax Number: N/A

Email Address: mcallisterllc@suddenlink.net



CONTRACTOR LICENSE Authorized by the

West Virginia Contractor Licensing Board

Number:

WV041486

Classification:

GENERAL BUILDING

MCALLISTER CONSTRUCTION LLC DBA MCALLISTER CONSTRUCTION LLC PO BOX 474 COOL RIDGE, WV 25825

Date Issued

Expiration Date

OCTOBER 05, 2014

OCTOBER 05, 2015

Authorized Company Signature

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.

MCACOB1

OP ID: PM

DATE (MM/DD/YYYY)

03/27/2014

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Pam McMillion, AU AAI AIS Jim Lively Ins (Allegheny) Beckley Office 112 E Main Street PHONE (A/C, No, Ext): 304-255-6191 FAX (A/C, No): 304-256-7512 E-MAIL ADDRESS: pmcmillion@jimlively.com Beckley, VVV 25801 Pamela McMillion INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: State Auto Group 25135 INSURED McAllister Construction, LLC INSURER B: PO Box 474 INSURER C: Cool Ridge, WV 25825 INSURER D: INSURER E INSURER F : **CERTIFICATE NUMBER: REVISION NUMBER: COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF (MM/DD/YYYY) TYPE OF INSURANCE LIMITS POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1.000,000 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) X BOP2589634 02/26/2014 02/26/2015 300,000 CLAIMS-MADE **OCCUR** \$ X Business Owners 10,000 MED EXP (Any one person) \$ 1,000,000 \$ PERSONAL & ADV INJURY 2,000,000 \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO-JECT 2,000,000 PRODUCTS - COMPIOP AGG \$ POLICY \$ OTHER COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** \$ 1,000,000 (Ea accident) 02/26/2014 02/26/2015 X BAP2313760 03 BODILY INJURY (Per person) ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) X \$ HIRED AUTOS ALITOS \$ UMBRELLA LIAB 1,000,000 X EACH OCCURRENCE \$ OCCUR **EXCESS LIAB** 02/26/2014 02/26/2015 CX \$2098024 03 AGGREGATE \$ CLAIMS-MADE NA RETENTION \$ \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT NIA (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT | \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION **CERTIFICATE HOLDER** SPECIME SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. SPECIMEN **AUTHORIZED REPRESENTATIVE** Pamela McMillion

ACORD



CERTIFICATE OF LIABILITY INSURANCE

MCACOB1

OP ID: PM

500,000

500,000

500,000

DATE (MM/DD/YYYY) 07/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Pam McMillion PRODUCER Jim Lively Ins (Allegheny) PHONE (A/C, No, Ext): 304-255-6191 E-MAIL ADDRESS: pmcmillion@jimlively.com FAX (A/C, No): 304-256-7512 Beckley Office 112 E Main Street Beckley, WV 25801 Pamela McMillion INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : BrickStreet Mutual Ins. 12372 INSURED McAllister Construction, LLC INSURER B PO Box 474 INSURER C Cool Ridge, WV 25825 INSURER D INSURER E : INSURER F : COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBF POLICY EFF POLICY EXP TYPE OF INSURANCE LIMITS POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY LOC PRODUCTS - COMP/OP AGG \$ OTHER \$ AUTOMOBILE LIABILITY MBINED SINGLE LIMIT \$ (Ea accident) ANY AUTO BODILY INJURY (Per person) \$ ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ AUTOS NON-OWNED AUTOS PROPERTY DAMAGE (Per accident) HIRED AUTOS \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ RETENTION \$ \$ WORKERS COMPENSATION X PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? WCB1021342 07/01/2014 07/01/2015

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES [ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy Includes Broad Form Employers Liability Coverage

CERTIFICATE HOLDER	CANCELLATION	
SPECIMEN	SPECIME SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLI THE EXPIRATION DATE THEREOF, NOTICE WILL BE DEL ACCORDANCE WITH THE POLICY PROVISIONS.	
	AUTHORIZED REPRESENTATIVE Pamela McMillion	

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

(Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below