



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: 123816

Doc Description: Addendum No. 3 - Window and window wall replacements

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-08-19	2015-08-25 13:30:00	CRFQ 0603 ADJ1600000002	4

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:
 City Construction Company, Inc.
 284 Factory Street, Suite 101
 Clarksburg, WV 26301
 Phone: 304-623-2573

08/25/15 13:01:34
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Crystal Rink
 (304) 558-2402
 crystal.g.rink@wv.gov

Signature  FEIN # 55-0487627 DATE 8/25/2015

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

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID: Bluefield Armory and Parkersburg Armory			\$ 906,000	\$ 906,000

Comm Code	Manufacturer	Specification	Model #
30171600			

Extended Description :

Addendum No. 1 -

Bidding documents may be obtained by General Contractors upon deposit of \$100.00 per set until quantity contracted for have been exhausted. Deposits will be refunded upon return of documents in good condition. If bid documents are to be mailed to bidders, a separate non-refundable check will be required in the amount of \$25.00 per set, to cover postage and handling. Contact Jerry Goff Architecture - Phone 304-722-3379 for more information.

Bidding documents may be obtained at Charleston Blueprint, 809 Quarrier Street Charleston, WV 25301, phone 304-343-7907. Contractor shall pay all costs for printing, handling and mailed to Charleston Blueprint. Costs are not refundable.

BASE BID: Furnish all labor, materials, tools, taxes, transportation and expendable equipment necessary for the completion of Window and Window Wall Replacement at the Bluefield Armory, in Bluefield WV, AND at the Parkersburg Armory, in Parkersburg WV

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR	
CHARLESTON	WV25311	CHARLESTON	WV 25311
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	BID ITEM NO. 2: Alternate No. 1 for the Dunbar Armory			\$ 417,000	\$ 417,000

Comm Code	Manufacturer	Specification	Model #
30171600			

Extended Description :

BID ITEM No. 2: Alternate No. 1- Furnish all labor, materials, tools, taxes, transportation and expendable equipment necessary for the completion of Window and Window Wall Replacement at the Dunbar Armory, in Dunbar WV

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST POINT PLEASANT NATIONAL GUARD ARMORY RT 1 BOX 333B	
CHARLESTON	WV25311	PT PLEASANT	WV 25550
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	BID ITEM NO. 3: Alternate No.2 for the Point Pleasant Armory			231,500	231,500

Comm Code	Manufacturer	Specification	Model #
30171600			

Extended Description :

BID ITEM No. 3: Alternate No. 2- Furnish all labor, materials, tools, taxes, transportation and expendable equipment necessary for the completion of Window and Window Wall Replacement at the Point Pleasant Armory, in Point Pleasant WV

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST WELCH NATIONAL GUARD ARMORY 600 STEWART ST	
CHARLESTON	WV25311	WELCH	WV 24801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	BID ITEM NO. 4: Alternate No.3 for the Welch Armory			377,000	377,000

Comm Code	Manufacturer	Specification	Model #
30171600			

Extended Description :

BID ITEM No. 4: Alternate No. 3- Furnish all labor, materials, tools, taxes, transportation and expendable equipment necessary for the completion of Window and Window Wall Replacement at the Welch Armory, in Welch WV

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST WELCH NATIONAL GUARD ARMORY 600 STEWART ST	
CHARLESTON	WV25311	WELCH	WV 24801
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	BID ITEM NO. 5: Alternate No.4 for the Keyser Armory			322,900	322,900

Comm Code	Manufacturer	Specification	Model #
30171600			

Extended Description :

BID ITEM No. 5: Alternate No. 4- Furnish all labor, materials, tools, taxes, transportation and expendable equipment necessary for the completion of Window and Window Wall Replacement at the Keyser Armory, in Keyser WV

ACCEPTANCE PERIOD:


The Bidder certifies that this bid has been arrived at independently, without consultation, communications, 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 the Bid Proposal shall be good and binding and may not be withdrawn for a period of 120 days from the date of the receipt of bids; and further agrees that Alternate Bids shall be good and binding and may not be withdrawn for a period of 30 days from the Date of the Contract.

ADDENDA:

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

1 - 7/27/15 2 - 8/6/15 3 - 8/19/15 _____

SIGNATURE OF BIDDER:

Firm:	<u>City Construction Company, Inc</u>	By:	 Beau T. Henderson
Address:	<u>284 Factory Street</u>	Title:	<u>Vice President</u>
Address:	<u>Suite 101</u>	Phone:	<u>304-623-2573</u>
Address:	<u>Clarksburg, WV 26301</u>	Fax:	<u>304-623-2756</u>
Tax Cert. #	<u>55-0487627</u>		

END OF SECTION I

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO - ADJ160000002

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.

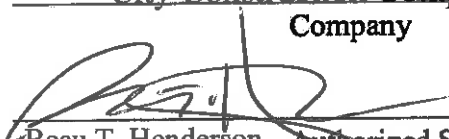
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <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.

City Construction Company, Inc.
Company



Beau T. Henderson Authorized Signature

8/25/2015
Date

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

SECTION I - BID FORM: BASE BID and ALTERNATES

Dated: August 25, 2015
Submitted by Bidder: City Construction Company, Inc.
West Virginia Contractor's License Number: WV 001801

For: **WINDOW & WINDOW WALL REPLACEMENT**
Multiple Armory Locations

QUALIFICATIONS FOR BIDDER:

The Bidder certifies that he has performed similar work for at least five (5) years and if requested will provide documentation on jobs and locations.

Submitted To:

The State of West Virginia (hereinafter called "Owner")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby proposes to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and completion of Window and Window Wall Replacement at the BLUEFIELD ARMORY in Bluefield, West Virginia, and at the PARKERSBURG ARMORY in Parkersburg, WV in every detail, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

Bid Item No. 1 - BASE BID: Bluefield Armory & Parkersburg Armory:

Nine hundred six thousand dollars
_____ \$ 906,000

(The Base Bid includes all work including allowances indicated in Drawings and Specifications for the Bluefield and Parkersburg Armory locations. The Base Bid DOES NOT include work indicated under Alternate Bid Items described in Section II of the Bid Form.)

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates that the Owner may select. ('Provide' means 'furnish and install'. Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

ALTERNATES:

Bid Item No. 2 - Alternate No. 1: Dunbar Armory:

ADD the sum of: Four hundred Seventeen
thousand dollars --\$ 417,000

Bid Item No. 3 - Alternate No. 2: Point Pleasant Armory:

ADD the sum of: Two hundred thirty-one thousand
Five hundred dollars --\$ 231,500

Bid Item No. 4 - Alternate No. 3 Welch Armory:

ADD the sum of: Three hundred seventy-seven
thousand dollars --\$ 377,000

Bid Item No. 5 - Alternate No. 4 Keyser Armory:

ADD the sum of: Three hundred twenty-two thousand
nine hundred dollars --\$ 322,900

CONTRACT AWARD:

The Contract is intended to provide the agency with a purchase price for the Contracted Items. The Contract shall be awarded to the Vendor that provides the overall lowest cost for Bid Item No. 1 (Base Bid). Bid Item No. 2 - Alternate No. 1; Bid Item #3 - Alternate No. 2; Bid Item No. 4 - Alternate No. 3; Bid Item No. 5 - Alternate No. 4 will be awarded if funds are available. Owner will select Alternate Bid Items in the order they are presented in the bid documents, and the Owner reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted for the Project.

TIME OF COMPLETION:

If awarded the contract, I (we) agree to perform the work to completion and ready for operation and use no later than One-hundred Fifty (150) Calendar Days from Notice To Proceed. Total liquidated damages are \$1,250.00 for the first day and \$1,150.00 per day thereafter for work not completed after contract completion date.

For the purpose of this contract, one calendar day is counted from midnight to midnight and also any part of that 24-hour day period shall be counted as one Calendar Day.



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

STATE OF WEST VIRGINIA,


COUNTY OF Harrison, TO-WIT:

I, Beau T. Henderson, after being first duly sworn, depose and state as follows:

1. I am an employee of City Construction Company, Inc.; and,
(Company Name)
2. I do hereby attest that City Construction Company, Inc.
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D**.

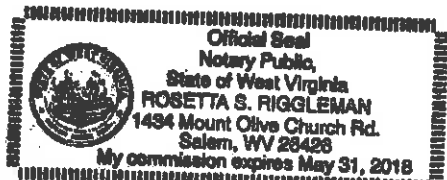
The above statements are sworn to under the penalty of perjury.

By: 
Beau T. Henderson
Title: Vice President
Company Name: City Construction Company, Inc.
Date: August 25, 2015

Taken, subscribed and sworn to before me this 25th day of August, 2015.

By Commission expires May 31, 2018

(Seal)




(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.

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 mailed 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 Identification:

Contract Number: CRFO# ADJ160000002

Contract Purpose: Window Glazing Project (Multiple Facilities) WV Army National Guard's Division of Engineering and Facilities

Agency Requesting Work: WV Army National Guard Division Engineering & Facilities Adjutant Generals Office

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;
- 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.

Vendor Contact Information:

Vendor Name: City Construction Company, Inc.

Vendor Telephone: 304-623-2573

Vendor Address: 284 Factory Street, Suite 101
Clarksburg, WV 26301

Vendor Fax: 304-326-2069



City Construction Company, Inc.

West Virginia Proud Since 1965

GENERAL CONTRACTING • REMODELING • COMMERCIAL • CITYCONSTRUCTIONCO@CCCWV.US
284 FACTORY STREET - SUITE 101, CLARKSBURG, WEST VIRGINIA 26301 • PHONE 304-625-2573 • FAX 304-328-2069

August 25, 2015

To All City Construction Company, Inc. Employees:

Enclosed you will find a revised Drug-Free Workplace Policy. Please be aware that we participate with the State law requiring random testing. This is mandated so as to not bar us from publicly funded projects. If your name is chosen at random your supervisor will be notified and you will have to report for the test the same day as notified. Please read and review your new policy. The random testing will be at one of two following locations.

Bridgeport Express Care

1370 Johnson Avenue

Bridgeport, WV 26330

Phone 304-842-3330

Hours Monday thru Friday 8:00 am to 8:00 pm

Saturday thru Sunday 9:00 am to 5:00 pm

Elkins Express Care

1513 Harrison Avenue

Elkins, WV 26241

Phone 304-637-0181

Hours Seven (7) days a week 9:00 am to 9:00 pm

Located in Shop n Save Plaza

If you have any questions or concerns please contact me at the office.

Thank you for your cooperation in returning your acknowledgement.

Nancy Pollock

Office Manager



City Construction Company, Inc.
West Virginia Proud Since 1965

GENERAL CONTRACTING • REMODELING • COMMERCIAL • CITYCONSTRUCTIONCO@CCCWV.US
284 FACTORY STREET - SUITE 101, CLARKSBURG, WEST VIRGINIA 26301 • PHONE 304-623-2573 • FAX 304-326-2069

**Name of Laboratory Certified by the United States Department of Health and
Human Services to perform drug tests.**


**Bridgeport Express Care
1370 Johnson Avenue
Bridgeport, WV 26330
Phone 304-842-3330**

**Elkins Express Care
1513 Harrison Avenue
Elkins, WV 26241
Phone 304-637-0181**

City Construction Company, Inc. West Virginia Proud Since 1965

GENERAL CONTRACTING • REMODELING • COMMERCIAL • CITYCONSTRUCTIONCO@CCCWV.US
284 FACTORY STREET - SUITE 101, CLARKSBURG, WEST VIRGINIA 26301 • PHONE 304-623-2573 • FAX 304-326-2069

The average number of employees in connection with the construction on the public improvement is six (6).

By:  Vice President Date: 8/25/2015
Beau T. Henderson

City Construction Company, Inc. West Virginia Proud Since 1965

GENERAL CONTRACTING • REMODELING • COMMERCIAL • CITYCONSTRUCTIONCO@CCCWV.US
284 FACTORY STREET - SUITE 101, CLARKSBURG, WEST VIRGINIA 26301 • PHONE 304-623-2573 • FAX 304-326-2069

Drug Tests Results

A. Pre-employment and new hires

- Zero Positives
- Ten Negatives

B. Reasonable suspicion

- Zero Positives
- Zero Negatives

C. Post accident

- Zero Positives
- One Negative

D. Random

- Zero Positives
- Six Negatives

Nancy Pollock
Name

August 25, 2015
Date

Office Manager
Title

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV001801

Classification:

ELECTRICAL	CONCRETE
GENERAL BUILDING	SIDING
GENERAL ENGINEERING	ROOFING
HEATING, VENTILATING & COOLING	PAINTING
MULTIFAMILY	WINDOW INSTALLATION
PIPING	
PLUMBING	
RESIDENTIAL	
MASONRY	

CITY CONSTRUCTION COMPANY INC
DBA CITY WINDOW & CONSTRUCTION
284 FACTORY STREET SUITE 101
CLARKSBURG, WV 26301-9637

Date Issued

AUGUST 19, 2015

Expiration Date

AUGUST 19, 2016



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

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.

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

**ISSUED TO:
CITY CONSTRUCTION COMPANY, INC
DBA CITY WINDOW & CONSTRUCTION
284 FACTORY ST 101
CLARKSBURG, WV 26301-5934**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1035-2503

This certificate is issued on: 12/5/2013

*This certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued
This certificate shall be permanent until cessation of the business for which the certificate of registration
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new
certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.

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: City Construction Company Inc.

Contractor's License No. WV001801

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, 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.

City Construction Company, Inc.
(Company)

Beau T. Henderson, Vice President
(Authorized Signature) (Representative Name, Title)

P: 304-623-2573 F: 304-623-2756 August 25, 2015
(Phone Number) (Fax Number) (Date)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, City Construction Company, Inc.
of Clarksburg, WV, as Principal, and Great American Insurance Company
of Cincinnati, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Cincinnati, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, 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
Window Glazing Project (Multiple Facilities), WV Army National Guard's Division

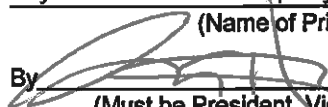
NOW THEREFORE,

(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.

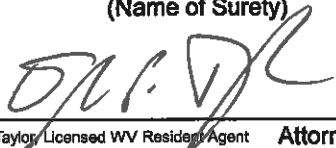
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby
waive notice of any such extension.

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 25th day of August, 2015.

Principal Seal

City Construction Company, Inc.
(Name of Principal)
By 
(Must be President, Vice President, or
Duly Authorized Agent)
Beau T. Henderson
Vice President
(Title)

Surety Seal

Great American Insurance Company
(Name of Surety)
By: 
Douglas P. Taylor Licensed 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.**

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than FIVE

No. 0 20409

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
ANDREW K. TEETER	ALL OF	ALL
DOUGLAS P. TAYLOR	CHARLESTON, WEST VIRGINIA	\$100,000,000
PAMELA V. LANHAM		
KIMBERLY L. MILES		
KIMBERLY S. BURDETTE		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 24TH day of JULY, 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 24TH day of JULY, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 25th day of August, 2015



Stephen C. Beraha

Assistant Secretary

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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that 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: City Construction Company, Inc.

Authorized Signature:  Date: August 25, 2015
Beau T. Henderson

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 25 day of August, 2015.

My Commission expires May 31, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC 

Purchasing Affidavit (Revised 07/01/2012)

