



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: 188113

Doc Description: Addendum 3 Coonskin Park Maintenance Facility-Phase 2

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-15	2016-04-27 13:30:00	CRFQ 0603 ADJ1600000018	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:

Wiseman Construction Co., Inc. *709050415*
 1616 6th Avenue (304) 344-1200
 Charleston, WV 25387

04/27/16 13:07:51
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

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

Signature X

FEIN #

55-0602314

DATE

April 27, 2016

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

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA ARMY NATIONAL GUARD'S CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE, TO ESTABLISH A ONE-TIME CONTRACT FOR PURCHASE OF LABOR, MATERIALS, AND ALL ASSOCIATED COSTS TO COMPLETE RENOVATIONS TO THE COONSKIN MAINTENANCE FACILITY PER THE ATTACHED.

PRIME CONTRACT BIDDERS ONLY MAY CONTACT ZMM INC. ARCHITECTS AND ENGINEERS AT (304) 342-0159 AND REQUEST INFORMATION TO ACCESS THE FIRM'S ONLINE F.T.P. SITE FOR RENOVATIONS TO COONSKIN PARK MAINTENANCE FACILITY PROJECT. ONCE ACCESS IS GAINED, CONTRACTORS CAN DOWNLOAD PROJECT MATERIALS IN THE FORM OF PDF FILES AT NO CHARGE.

COPIES OF THE PROJECT MANUAL MAY BE OBTAINED FROM CHARLESTON BLUEPRINT (304-343-1063) BY PAYING THE ACTUAL COST OF PRINTING, BINDING, AND MAILING; HOWEVER SUCH COST IS NOT REFUNDABLE.

DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV25311 US		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV 25311 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID: Coonskin Maintenance Facility Renovation/Addition			SEE ATTACHED BID FORM	

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

BASE BID: Furnish all the labor, materials, tools, supplies and expendable equipment required to complete a renovation to the existing, and construct an addition to the Coonskin Park Maintenance Facility per the plans and specifications.

DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV25311 US		DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR CHARLESTON WV 25311 US	
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Contract Item 2:Alternate No. 1- Vehicle Wash Rack			SEE ATTACHED BID FORM	

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Contract Item 2: ADD Alternate Bid No. 1 Furnish all the labor, materials, tools, supplies and expendable equipment required to construct a vehicular wash rack.

SHIP 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
3	Contract Item 3:Alternate No. 2-Asphalt Paving				SEE ATTACHED BID FORM

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

Contract Item 3: ADD Alternate No. 2 Furnish all the labor, materials, tools, supplies and expendable equipment required to provide asphalt paving as outlined in the plans and specifications.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	3/8/16 2016-03-08
2	VENDOR QUESTION DEADLINE	2016-04-13

ADJ1600000018	Document Phase Final	Document Description Addendum 3 Coonskin Park Maintenance Facility-Phase 2	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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: Wiseman Construction Co., Inc.

Contractor's License No. WV000836

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.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

Wiseman Construction Co., Inc.

(Company)


John A. Wiseman, President

(Authorized Signature) (Representative Name, Title)

(304) 344-1200 / (304) 344-1281 / April 27, 2016

(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ1600000018

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 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.

Wiseman Construction Co., Inc.

Company


Authorized Signature

April 27, 2016

Date

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

BID FORM

SECTION I - BASE BID AND ALTERNATES

DATED: April 27, 2016
(Bidder to insert date bid submitted)

SUBMITTED BY: (Name and Address) Wiseman Construction Co., Inc.
1616 6th Avenue
Charleston, WV 25387

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 000836

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:

Coonskin Park Maintenance Facility West Virginia Army National Guard Charleston, Kanawha County, West Virginia

all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159.

BASE BID:

For the sum of: Nine Hundred fifty-one thousand four
Hundred eleven dollars. (\$ 951,411.00).

ALTERNATES:

The stated Base Bid is subject to the following additions for Alternates which 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). The contract will be awarded based on the grand total of the Base Bid and any Alternate Bid Items. OWNER will select Alternate Bid Items in the priority listed, providing the best value to the OWNER. The OWNER reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted by funding sources for the Project. This language supersedes any language contained in the AIA A701 with reference to the acceptance of bid (award).

Refer to Section 012300 "Alternates" for description of Alternates

ADD Alternate Bid No. 1 – Vehicle Wash Rack

Reference Bid Form Part II and Part III for Itemized Description.

ADD the sum of: Sixty-three thousand two hundred dollars. (\$ 63,200.00)

ADD Alternate Bid No. 2 – Asphalt Paving

Reference Bid Form Part II and Part III for Itemized Description.

ADD the sum of: Forty-one thousand eight hundred two dollars and fifty cents. (\$ 41,802.50)

If awarded contract on Base Bid and any Alternates, I (we) agree to perform the work including base bid and all alternates to substantial completion (or-beneficial occupancy) within **One Hundred Eighty (180) days of the date of the Owner's Notice To Proceed.** 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.)

1 - 3/9/2016

2 - 4/4/2016

3 - 4/15/2016

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: Wiseman Construction Co., Inc.

Address: 1616 6th Avenue

Address: Charleston, WV 25387

Address: _____

By: 

Title: John A. Wiseman, President

Phone: (304) 344-1200

Fax: (304) 344-1281

END OF SECTION I

**COONSKIN MAINTENANCE COMPLEX
 BID SHEET**

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
<u>PRIMARY FACILITY BASE BID</u>					
1	Maintenance Building Addition - Building 'A'	1	LS	243,800.00	243,800.00
2	Building Renovation - Building 'B'	1	LS	259,285.00	259,285.00
3	2 x 6 Wood Framing Replacement	275	LF	10.00	2,750.00
4	6" R-19 Batt Insulation Replacement	320	SF	2.50	800.00
<u>PROJECT ADMINISTRATION / QUALITY CONTROL BASE BID</u>					
5	Mobilization/Demobilization	1	LS	15,000.00	15,000.00
6	General Administration	1	LS	115,000.00	115,000.00
7	B&O Tax Allowance (2% of total)	1	LS	19,021.00	19,021.00
8	Project Quality Control	1	LS	20,000.00	20,000.00
<u>CIVIL / SITE BASE BID</u>					
<u>SITE PREPARATION</u>					
9	Site Preparation	1	LS	10,000.00	10,000.00
10	Waste Disposal	5	TN	100.00	500.00
<u>EARTHWORK</u>					
11	Unclassified Excavation	1	LS	7500.00	7500.00
12	Structural Fill	150	CY	50.00	7,500.00
13	Over-Excavation	100	SY	50.00	5,000.00
14	6" Subsurface Drains	100	LF	20.00	2,000.00
<u>ROADS and PAVING</u>					
15	6" Concrete Paving	200	SY	115.00	23,000.00
16	Hardstand Paving	550	SY	32.50	17,875.00
17	Signage	1	LS	1000.00	1000.00
18	Gravel Road	200	SY	33.40	6,680.00
<u>MISCELLANEOUS</u>					
19	24' Double Swing Gate	1	EA	12,000.00	12,000.00
20	Vinyl Privacy Fencing	650	LF	206.00	133,900.00
<u>STORM DRAINAGE</u>					
21	4" PVC Storm	110	LF	25.00	2,750.00
22	6" PVC Storm	80	LF	40.00	3,200.00
23	8" PVC Storm	60	LF	45.00	2,700.00
24	12" HDPE Storm	350	LF	50.00	17,500.00
25	18" HDPE Storm	150	LF	55.00	8,250.00
26	Riprap Ditch	80	LF	30.00	2,400.00
27	Type "B" Drop Inlet	4	EA	2,400.00	9,600.00
28	Concrete Headwall	1	EA	2,400.00	2,400.00
				BASE BID TOTAL	951,411.00

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
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BID ALTERNATES

BID ALTERNATE - Vehicular Wash Rack

<u>29</u>	Wash Rack Unclassified Excavation	1	LS	10,000.00	10,000.00
<u>30</u>	Oil/Water Separator	1	EA	8,000.00	8,000.00
<u>31</u>	Vehicle Wash Rack	1	LS	44,000.00	44,000.00
<u>32</u>	Grass Swale	120	LF	10.00	1,200.00
BID ALTERNATE TOTAL					63,200.00

BID ALTERNATE - Asphalt Paving

Additions

<u>33</u>	Pavement Milling	650	SY	5.25	3,412.50
<u>34</u>	Class 1 Stone	100	TN	80.80	8,080.00
<u>35</u>	HMA Base	125	TN	122.00	15,250.00
<u>36</u>	HMA Wearing	120	TN	125.50	15,060.00
BID ALTERNATE TOTAL					41,802.50

SECTION III – DESCRIPTION OF BID ITEMS

Bid Item 1: Maintenance Building Addition - Building 'A'

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to construct the Maintenance Building Addition as shown on the Drawings and Specifications. This building addition consists of a pre-engineered building structure and enclosure supported on a concrete foundation connected to an existing building, as well as mechanical and electrical systems.

This work shall include selective demolition, site utilities, excavation and backfill to foundation subgrade for utilities and foundations, and grading within five feet of the building perimeter. The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to construct the facility within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: building excavation; backfill; foundation systems; gravel dry beds; concrete; metal panel roof and wall construction; structural steel; waterproofing; insulation; roofing; interior and exterior walls; doors; windows; finishes; mechanical systems; and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated January 6, 2016 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Bid Item 2: Building Renovation - Building 'B'

Unit: Lump Sum (LS)

Description: The item shall consist of any and all material, equipment, and labor for items required by the contract documents to renovate the existing building as shown on the Drawings and Specifications. This building renovation consists generally of selective demolition, replacement of roofing, exterior wall covering including siding and renovation brick veneer, interior renovations including remodeled toilet room, kitchen, new built-in casework, and new room finishes, as well as related plumbing, HVAC, and electrical improvements and modifications.

The work shall include, but is not limited to, all materials, labor, equipment, and incidentals to renovate the designated building within the terms and conditions of the plans and specifications. This work also includes, but is not limited to: concrete; new roof and wall construction; waterproofing; insulation; roofing; roof drainage; interior and exterior walls; doors; windows; finishes; and mechanical and electrical systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, dated January 6, 2016 as well as any addenda issued during the bidding process. Work shall include, but is not limited to, providing labor, materials, equipment, and incidentals necessary to perform all items of work.

Bid Item 3: Replacement of 2 x 6 Wood Framing

Unit: Linear Foot (LF)

Description: This work shall consist of the replacement of 2 x 6 wood stud framing along the building perimeter walls. This work will include removal of existing 2 x 6 wood stud framing for replacement in quantities made necessary as judged by Architect. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be per Linear Foot of full height wall framing.

Payment: Payment shall be made at the contract unit price.

Bid Item 4: Replacement of 6" Batt Insulation

Unit: Linear Foot (LF)

Description: This work shall consist of the replacement of 6" Batt Insulation to be installed in the 2 x 6 wood stud framing along the building perimeter walls. This work will include removal of existing batt insulation for replacement in quantities made necessary as judged by Architect. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be per Linear Foot of full height wall framing.

Payment: Payment shall be made at the contract unit price.

Bid Item 9: Site Preparation

Unit: Lump Sum (LS)

Description: This work shall consist of the removal of trees and other vegetation, topsoil stripping and stockpiling, removal of existing utilities, installation of temporary utilities, relocation of the fuel tanks, demolition, temporary safety fence, and clearing and grubbing of all areas disturbed by the Contractor. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There will be no direct measurement of materials, labor, and services provided by the contractor in completing this item.

Payment: Payment shall be made at the contract unit price per lump sum.

Bid Item 10: Waste Disposal

Unit: Ton (TN)

Description: This work shall include, but is not limited to, disposal of rubbish, trash, scrap, and other materials encountered at the site that require disposal at a sanitary landfill. The work includes sorting, loading, hauling, and disposal. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantity of work completed shall be measured in tons as evidenced by weigh tickets from a legally operating sanitary landfill and certified by the contractor to be correct.

Payment: Payment shall be made at the contract unit price per ton.

Bid Item 11: Unclassified Excavation

Unit: Lump Sum (LS)

Description: This work shall consist of, but is not limited to, unclassified excavation, loading and hauling of excavated material, placement and compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the COTR, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever materials encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation or the reduction of large rock and boulders to less than 18" in any dimension. Over-excavation and/or fill not shown on the Plans or specified herein shall be at the Contractor's expense, unless approved by the COTR prior to commencing such work. If unsuitable materials exist below the grades shown on the Plans, this material shall be removed with the prior approval of the COTR and shall be paid per the unit price for "Over-Excavation".

Except at locations where excavation of unsuitable material is required, care shall be taken not to excavate below the depths specified. Final shaping and contouring of the areas shall be performed to the satisfaction of the COTR.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price per lump sum.

Bid Item 12: **Structural Fill**
Unit: Cubic Yard (CY)

Description: This work consists of furnishing and complete installation of Class I Stone under the building slab and foundations or as directed by the COTR. Excavation, stone, compaction, and disposal of excavated soils are included with this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in cubic yards. The quantity shall be determined by field measurement of the dimensions of the excavation below subgrade elevation. Only work accepted by the COTR shall be included, any work rejected or materials used for other items or purposes shall be deducted.

Payment: Payment shall be made at the contract price per cubic yard.

Bid Item 13: **Over-Excavation**
Unit: Square Yard (SY)

Description: This work shall include, but is not limited to, excavation below subgrade, transportation and disposal of unsuitable materials, placement of geogrid and AASHTO #1 stone, and proof-rolling areas of unsuitable soils in locations directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.

Payment: Payment shall be made at the contract unit price per square yard.

Bid Item 14: **6" Subsurface Drains**
Unit: Linear Foot (LF)

Description: This work shall consist of installation of subsurface drains of specified size in locations specified on the plans or directed by the COTR. The drains are to be installed in locations that will intercept the maximum amount of seepage. Subsurface drain work includes dewatering, excavation, drainage fabric, stone, pipe, fittings, cleanouts and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on linear feet of drains in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings as typical pipe section in the pipe being measured.

Payment: This item shall be paid for at the contract price per linear foot.

Bid Item 15: Concrete Paving, 6"
Unit: Square Yard (SY)

Description: This work consists of furnishing and complete installation of Portland cement concrete pavement, reinforcing, joints, sealants, geotextile fabric, and Class 1 stone at the areas as shown on the plans. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.

Payment: Payment shall be made at the contract unit price per square yard.

Bid Item 16: Hardstand Paving
Unit: Square Yard (SY)

Description: This work includes, but is not limited to, furnishing and complete installation of AASHTO #1 and WVDOH Class 1 aggregates, and heavy duty woven geotextile for pavements. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on square yards of area completed for the work described. Excess material or material placed beyond approved limits shall not be included in the measured quantity.

Payment: Payment shall be made at the contract unit price per square yard.

Bid Item 17: Signage
Unit: Lump Sum (LS)

Description: This item includes, but is not limited to, furnishing and installing miscellaneous signs, stop, informational, etc. as noted on the Plans or as directed by the COTR. Signs, posts, foundations, and necessary hardware are included. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on completion of work described.

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Item 18: Gravel Road
Unit: Square Yard (SY)

Description: This work shall consist of installation of the gravel access road in locations specified on the plans or as directed by the COTR. Gravel road work includes excavation, geotextile fabric, stone, and backfill. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on square yard of paving in place, completed, and accepted by the COTR.

Payment: This item shall be paid for at the contract price per square yard.

Bid Item 19: 24' Double Swing Gate
Unit: Each (EA)

Description: This work consists of furnishing and complete installation of a heavy duty double swing gate for the Vinyl Privacy Fence. The price shall include excavation, minor grading, concrete footings, backfilling, grounding, bonding, hardware and wood facing. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be per each gate completely installed.

Payment: The accepted quantities of gates shall be paid for at the contract unit price per each complete in place.

Bid Item 20: Vinyl Privacy Fencing
Unit: Linear Foot (LF)

Description: This work consists of furnishing and complete installation of nine foot tall PVC privacy fencing. The price will include excavating, minor grading, stone for leveling, concrete footings, backfilling, and gate hardware. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be along the bottom wire of the fence from outside to outside of end posts for each continuous run of fence, excluding lengths occupied by vehicular gates.

Payment: The accepted quantities of fencing materials shall be paid for at the contract unit price per linear foot complete in place.

Bid Items 21-23: Storm Line, PVC – 4", 6", 8"

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of PVC pipe for storm drainage outside the building. This price shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fill, fittings, and pavement repairs. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Conduit of the different types and sizes, shall be measured by the linear foot in place, the measurement being made along the centerline of each pipe installed. Branch connections, tees, wyes, and elbows shall be measured along their centerlines and these lengths included in the total lengths of the appropriate conduit. Wyes, tees, and other branch connections shall be measured along the centerlines to points of intersection. The portion of pipe extending through to the inside face of headwalls of all types, manholes, inlets, boxes, or other structures shall be included in the measurement.

Payment: Payment shall be made at the contract unit price per linear foot.

Bid Items 24-25: Storm Line, HDPE – 12" and 18"

Unit: Linear Foot (LF)

Description: This work consists of the furnishing and complete installation of high density polyethylene pipe for storm drainage. Pipe, bedding, excavation, backfill, fill, fittings, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Conduit of the different types and sizes, shall be measured by the linear foot in place, the measurement being made along the centerline of each pipe installed. Branch connections, tees, wyes, and elbows shall be measured along their centerlines and these lengths included in the total lengths of the appropriate conduit. Wyes, tees, and other branch connections shall be measured along the centerlines to points of intersection. The portion of pipe extending through to the inside face of headwalls of all types, manholes, inlets, boxes, or other structures shall be included in the measurement.

Payment: Payment shall be made at the contract unit price per linear foot.

Bid Items 26: Riprap Ditch

Unit: Linear Foot (LF)

Description: This work shall consist of the construction of open flow ways for surface drainage, using geotextile fabric, riprap and grout. Excavation, shaping and lining and geotextile fabric are incidental.

Measurement: The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.

Payment: Payment shall be made by the contract unit price per linear foot.

Bid Item 27: **Type "B" Drop Inlet**

Unit: Each (EA)

Description: This work shall consist of installing pre-cast or cast-in-place concrete inlets for storm drainage. Pipe connection, bedding, excavation, backfill, fill, fittings, grates, frames, and pavement repairs, are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on each drain inlet in place completed, and accepted by the COTR.

Payment: Payment shall be made at the contract unit price per each.

Bid Item 28: **Concrete Headwall**

Unit: Each (EA)

Description: This work shall consist of installing cast-in-place concrete headwalls for storm drainage. Excavation, forming, reinforcement, concrete, pipe connection, aggregate bedding, backfill, and concrete finishing are included in this item. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be for each headwall completely installed.

Payment: Payment shall be made at the contract unit price for each complete and in place.

ALTERNATE BID ITEMS

ALTERNATE BID ITEM #1 -- VEHICULAR WASH RACK

Description: This work shall consist of installing the vehicular wash rack shown on the plans. This alternate does not affect the hardstand pavement area.

Bid Item 29: **Wash Rack Unclassified Excavation**

Unit: Lump Sum (LS)

Description: This work shall consist of, but is not limited to, unclassified excavation, loading and hauling of excavated material, placement and compaction, and shall include final grading, shaping and contouring of the excavation and fill areas. The terms for earthwork used in the remainder of this Section imply excavation in native materials. The Contractor, with approval of the COTR, shall adjust the final grades as necessary to create a finished project. The Contractor shall excavate to the lines and grades shown on the Plans. The Contractor shall perform all excavation of every description and of whatever materials encountered to the depths indicated on the Plans. No additional compensation shall be considered for rock excavation or the reduction of large rock and boulders to less than 18" in any dimension. Over-excavation and/or fill not shown on the Plans or specified herein shall be at the Contractor's expense, unless approved by the COTR prior to commencing such work.

If unsuitable materials exist below the grades shown on the Plans, this material shall be removed with the prior approval of the COTR and shall be paid per the unit price for "Over-Excavation".

Except at locations where excavation of unsuitable material is required, care shall be taken not to excavate below the depths specified. Final shaping and contouring of the areas shall be performed to the satisfaction of the COTR.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There shall be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price per lump sum.

Bid Item 30: Vehicle Wash Rack

Unit: Lump Sum (LS)

Description: This work shall consist of adding a vehicle wash rack as shown in the Plans. Concrete, aggregate base, waterstops, reinforcing steel, associated drainage structures, piping, connection to the existing pump station, conduits, cabling, connection to existing water and electric inside the building, post hydrant, hose reels and hose, steam cleaning equipment and other ancillary equipment shown are incidental to this item of work. Items excluded are excavation, drainage swales, and the oil/water separator. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: There will be no direct measurement of materials, labor, and services provided by the Contractor in completing this item.

Payment: Payment shall be made at the contract unit price for lump sum.

Bid Item 31: Oil/Water Separator

Unit: Each (EA)

Description: This work consists of furnishing and complete installation of a pre-cast concrete underground separator designed for gravity separation of free oils (hydrocarbons and other petroleum products) and settleable solids from wastewater. Excavation, backfill, bedding material, man ways, piping and fittings, and vent piping are incidental. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on completion of the work described according to the Basis of Payment below.

Payment: Payment shall be made at the contract unit price for each.

Bid Items 32: Grass Swale

Unit: Linear Foot (LF)

Description: This work shall consist of the construction of open flow ways for surface drainage, using Erosion Control Matting. Excavation, shaping and Erosion control Matting are incidental.

Measurement: The quantity of work done shall be measured along the flow line of the ditch, from the first point of design depth to the point where the ditch breaks the plane of the drainage structure it empties into.

Payment: Payment shall be made by the contract unit price per linear foot.

ALTERNATE BID ITEM #2 – ASPHALT PAVING

Description: This work shall consist of installing asphalt pavement as shown on the plans. This alternate does not affect the hardstand pavement area.

Bid Item 33: Pavement Milling

Unit: Square Yard (SY)

Description: This work shall consist of milling pavements in the locations specified on the plans or as directed by the COTR to provide adequate slopes and matching elevations for new asphalt installation. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: Measurement shall be based on square yard of milling, completed and accepted by the COTR.

Payment: This item shall be paid for at the contract price per square yard.

Bid Item 34: Class 1 Stone

Unit: Ton (TN)

Description: This work includes, but is not limited to, furnishing and complete installation of Class 1 aggregate course for asphalt pavements or as directed by the COTR. This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed on an approved standard scale or from digital print-out slips from an automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered. Only work accepted by the COTR shall be included, any work rejected or materials used for other items or purposes shall be deducted.

Payment: Payment shall be made at the contract unit price per ton.

Bid Item 35: HMA Base Course

Unit: Ton (TN)

Description: This work shall consist of furnishing and installing designated base course asphalt in accordance with the Plans and Specifications. Scratch course is incidental to the overlaying wearing course. The completed pavement shall be accepted, with respect to compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

Payment: Payment shall be made at the contract unit price per ton.

The quantities, determined as provided per the specifications, shall be paid for at the Contract unit prices bid for the items listed, which prices and payments shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, field laboratory, supplies and incidentals necessary to complete the work.

Adjustment of Price: Bituminous concrete found not in compliance with the tolerance requirements shall be paid for at an adjusted contract price specified

The payment adjustment to tonnage of work places is as follows with percentages rounded to the nearest tenth:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-95.9	98
92-93.9	93
89-91.9	90
Less than 89	No acceptance

Bid Item 36: HMA Wearing Course

Unit: Ton (TN)

Description: This work shall consist of furnishing and installing designated scratch course and wearing course asphalt in accordance with the Plans and Specifications. The completed pavement shall be accepted, with respect to compaction, on a lot-to-lot basis. Each lot shall consist of approximately 2,000 SF of each layer or course by shall be taken at a random location of each of the five sub-lots.

The target percentage of density shall be 96 percent.

The compaction density of the asphalt shall be considered satisfactory so long as the averages of all the five consecutive compaction results equal to or exceed the specified compaction percent of 96% and no individual strength test result falls below the specified compaction by more than 5 percent. If the average of five consecutive compaction results is below the 96 percent, then a payment adjustment shall be made for that tonnage of asphalt representing the area of placement.

This includes performing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, incidentals, and quality control required to complete the work.

Measurement: The quantities of work done shall be measured in tons as designated. The quantity shall be determined by the Contractor from the total weigh slips for each vehicle load weighed upon automatic batching plant, and certified by the Contractor to be correct. Each weigh slip shall indicate the contract item numbers for the material being delivered.

Payment: Payment shall be made at the contract unit price per ton.

The quantities, determined as provided per the specifications, shall be paid for at the Contract unit prices bid for the items listed, which prices and payments shall be full compensation for furnishing all materials and doing all the work prescribed in a workmanlike and acceptable manner, including all labor, tools, equipment, field laboratory, supplies and incidentals necessary to complete the work.

Adjustment of Price: Bituminous concrete found not in compliance with the tolerance requirements shall be paid for at an adjusted contract price specified

The payment adjustment to tonnage of work places is as follows with percentages rounded to the nearest tenth:

Average Compaction % for a Lot	Percent of Contract Price Paid
96	100
94-95.9	98
92-93.9	93
89-91.9	90
Less than 89	No acceptance

END OF SECTION



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha **, TO-WIT:**

I, John A. Wiseman, after being first duly sworn, depose and state as follows:

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

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

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

By: *John A. Wiseman, President*

Title: John A. Wiseman, President

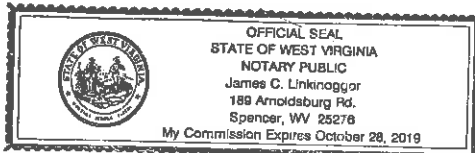
Company Name: Wiseman Construction Co., Inc.

Date: April 27, 2016

Taken, subscribed and sworn to before me this 27th day of April, 2016.

By Commission expires October 28, 2019

(Seal)



James C. Linkinogor
(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: ADJ1600000018

Contract Purpose: Coonskin Maintenance Facility Renovation/Addition

Agency Requesting Work: State of WV - Adjutant General's 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: Wiseman Construction Co., Inc.

Vendor Telephone: (304) 344-1200

Vendor Address: 1616 6th Avenue

Vendor Fax: (304) 344-1281

Charleston, WV 25387

Report will be submitted if low bid and at completion of project

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wiseman Construction Company, Inc.
of Charleston, 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
CRFQ 0603 ADJ1600000018 Coonskin Park Maintenance Facility - Phase 2 - 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 27th day of April, 2016.

Principal Seal

Wiseman Construction Company, Inc.
(Name of Principal)
By: [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
John A. Wiseman, President
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: [Signature]
Kimberly J. Wilkinsori, 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.

General Power of Attorney

CERTIFIED COPY

POWER NO. 4752152 06

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

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, 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 27th day of April A.D. 2016 .



Frank A. Carrino Secretary



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

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

Errors that May Be Reason for Bid Disqualification Before Contract Award

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

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 §81-5-3) 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: Wiseman Construction Co., Inc.

Authorized Signature: *[Signature]* Date: April 27, 2016

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 27 day of April, 2016.

My Commission expires October 28, 2019.

AFFIX SEAL HERE

NOTARY PUBLIC *[Signature]*

Purchasing Affidavit (Revised 07/01/2012)

