

# BID FORM

RECEIVED

DATED: 9/5/18  
(Bidder to insert date bid submitted)

2018 SEP -5 PM 1:26

SUBMITTED BY: (Name and Address)

UNITED CONSTRUCTION CO. INC.  
3120 NORTHWESTERN PIKE  
PARKERSBURG WV 26104

WV PURCHASING  
DIVISION

WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 006432

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:

**New FMS Building - Area A and  
Renovations To The Marshall County Readiness Center - Area B  
For The  
West Virginia Army National Guard  
Moundsville, 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: TWO MILLION FIVE HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED SIXTY FOUR  
\_\_\_\_\_ (\$ 2,585,264 ).

**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.) Reference Section 012300 "Alternates".

Alternate Bid No. 1 - To execute all work shown and specified for the Area B - Marshall County Readiness Center Main Building Renovation excluding that work designated as Alternate Bid Nos 2 and 3. If Alternate No. 1 is accepted, ADD to Base Bid as follows:

ADD the sum of: TWO MILLION FIVE HUNDRED SIXTY FOUR THOUSAND THREE HUNDRED TEN  
\_\_\_\_\_ (\$ 2,564,310 ).

Alternate Bid No. 2 – To execute masonry restoration on the Area B - Marshall County Readiness Center Main Building as shown and specified. If Alternate No. 2 is accepted, ADD to Base Bid as follows:

ADD the sum of: NINETY FIVE THOUSAND EIGHT HUNDRED SIXTY FIVE  
\_\_\_\_\_ (\$ 95,865 ).

Alternate Bid No. 3 - To construct Interior Security Partitions and to provide metal lockers for the Area B - Marshall County Readiness Center Main Building as shown and specified. If Alternate No. 3 is accepted, ADD to Base Bid as follows:

ADD the sum of: ONE HUNDRED TWO THOUSAND NINE HUNDRED FORTY  
\_\_\_\_\_ (\$ 102,940 ).

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 **Three Hundred Sixty (360) 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 8/27/18      #3 9/4/18      \_\_\_\_\_  
#2 8/31/18      \_\_\_\_\_

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: UNITED CONSTRUCTION CO. INC.

By: John E. Springator

Address: 3120 NORTHWESTERN PIKE

Title: VICE PRESIDENT

Address: PARKERSBURG WV 26104

Phone: 304-893-6615

Address: \_\_\_\_\_

Fax: 304-485-4249

**END OF BID FORM**

**NEW FMS BUILDING AND RENOVATIONS TO THE  
MARSHALL COUNTY READINESS CENTER  
BID FORM SECTION II - BID ITEMS AND UNIT COSTS**

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

**Bid items with the same number must include the same unit price.**

LS = Lump Sum, TN = Ton, SY = Square Yard, EA = Each, LF = Linear Foot

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
<b>Primary Facility Base Bid</b>					
1	FMS Building (Area A)	1	LS	1,577,526	1,577,526
<b>PRIMARY FACILITY BASE BID SUB-TOTAL</b>					1,577,526
<b>Project Administration/Quality Control Base Bid</b>					
2	Mobilization/Demobilization	1	LS	4,560	4,560
3	General Administration	1	LS	430,245	430,245
4	Project Quality Control	1	LS	2,840	2,840
<b>PROJECT ADMIN/QUALITY CONTROL SUB-TOTAL</b>					437,645
<b>Civil/Site Base Bid</b>					
Site Preparation					
5	Site Preparation/Site Demolition	1	LS	48,950	48,950
6	Sediment and Erosion Control	1	LS	565	565
7	Waste Disposal	5	TN	65	325
Earthwork					
8	Unclassified Excavation	1	LS	2,410	2,410
9	Subgrade Preparation/Full Depth Reclamation/Cement Stabilization	1,500	SY	23.50	35,185
10	Over-Excavation	50	CY	5	250
Paving					
11	Hard Stand Pavement	2500	SY	40	100,000
12	Concrete Pavement	500	SY	87	43,500
13	Striping	1	LS	2,875	2,875
14	Existing Pavement Maintenance	1	LS	7,500	7,500
14A	Heavy Duty Asphalt Pavement	400	SY	30	12,000
Miscellaneous					
15	Lawn Area	1	LS	4,000	4,000



NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
16	24' Sliding Gate	1	EA	6,810	6,810
17	Security Fencing	250	LF	60	15,000
18	Bollards 6"	12	EA	750	9,000
19	Force Protection Gate	1	EA	100,725	100,725
Water					
20	2" Domestic Water Service	100	LF	135	13,500
21	6" Fire Protection Water Service	100	LF	190	19,000
Sewer					
22	4" PVC Sanitary Sewer	320	LF	95	30,400
23	6" PVC Sanitary Sewer	300	LF	75	22,500
24	Cleanout, Sanitary Sewer	5	EA	50	250
25	Manhole, Sanitary Sewer	2	EA	2,000	4,000
26	Oil/Water Separator	1	EA	6,500	6,500
Gas					
27	3" Gas Service	100	LF	165	16,500
Storm Drainage					
28	4" Storm	100	LF	200	20,000
29	10" PVC Storm	150	LF	120	18,000
30	Outlet Protection	1	EA	250	250
31	Type "B" Drop Inlet	1	EA	1,000	1,000
32	Concrete Splash Block	2	EA	150	300
33	Cleanout - Storm Sewer	2	EA	50	100
Power and Communications					
34	Duct Bank	120	LF	35	4,200
35	Communications Conduit	240	LF	27	6,480
36	Conduit to Force Protection Gate	500	LF	17	8,500
37	Site Lighting	1	LS	9,500	9,500
<b>CIVIL/SITE BASE BID SUB-TOTAL</b>					<b>570,075</b>
<b>BASE BID TOTAL*</b>					<b>2,585,246</b>

\*Note: Base Bid Total is the summation of PRIMARY FACILITY BASE BID, PROJECT ADMINISTRATION/QUALITY CONTROL BASE BID, and CIVIL/SITE BASE BID.

Alternate Bid Items					
NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	Extended Price (\$)
Alternate No. 1 - All Main Building (Area B) Renovation excluding work of Alternate Bid Nos. 2 and 3.					
38A	Alternate No. 1	1	LS	2,529,310	2,529,310
38B	Site Lighting	1	LS	35,000	35,000

Alternate No. 2 - Masonry Restoration for Main Building (Area B)					
39A	Sealant Replacement	500	LF	17	8,500
39B	Brick Repointing	700	LF	14	9,800
39C	Brick Replacement	1000	Brick	55	55,000
39D	Masonry Cleaning	1	LS	22,565	22,565
Alternate No. 3 - Interior Security Partitions and Metal Lockers at Main Building (Area B).					
40	Alternate No. 3	1	LS	102,940	102,940

END OF SECTION II



**NEW FMS BUILDING AND RENOVATIONS TO THE  
MARSHALL COUNTY READINESS CENTER  
WEST VIRGINIA ARMY NATIONAL GUARD**

**BID FORM SECTION III – DESCRIPTION OF BID ITEMS**

**Bid Item 1: FMS Building (Area A)**

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**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 provide a complete and functional Facility Maintenance Shop building and/or assembly as shown under Base Bid in the Drawings and Specifications. The Field Maintenance Shop building includes work, office, and storage spaces, toilets, as well as mechanical, electrical, and data rooms.

This item shall include any additional items related to Site Construction where a unit cost has not been requested. Additionally, this work shall include 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; up to 40 cubic yards of lean concrete backfill, concrete; masonry; veneer brick; structural steel; metal stud framing; pre-engineered metal trusses; carpentry and wood decking; waterproofing; insulation; roofing; interior and exterior walls; railings; doors; windows; finishes; casework; mechanical systems; electrical systems; fire suppression system; fire alarm; and data systems. The full extent of this work is defined by the Contract Documents, including the Drawings and Project Manual, 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.

**Measurement:** Measurement will be based on completion of the work described and accepted by the Contracting Officer Technical Representative (COTR).

**Payment:** Payment for item will be in accordance with the specifications.

**Bid Item 2: Mobilization/Demobilization**

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**Unit:** Lump Sum

**Description:** This work shall consist of the performance of construction preparatory operations, including the movement of personnel, equipment, and materials to and from the project site; payment of performance bond, guaranty bond, and other insurance premiums; establishment and removal of the contractor's field office and storage facilities, including fenced enclosure of staging area.

**Measurement:** Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

**Payment:** Payment for item will be in three installments. The first payment of 50 percent of the lump sum price will be made on the first estimate following partial mobilization including the placement or erection of the Contractor's office and storage facilities and the initiation of construction work. The second payment of 25 percent will be made on the next estimate following completion of substantial mobilization. The remaining 25 percent will be paid upon demobilization and satisfactory restoration of the contractor's staging and work area and final completion of the Project.

**Bid Item 3: General Administration**

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**Unit:** Lump Sum

**Description:** This work shall consist of performing the construction administrative duties associated with managing the construction as stated in Division 1 and throughout the Specifications, providing construction layout, providing temporary utilities for the site and coordination of permanent utility installation and tie-in of site grading and access roads, administration and maintenance of all required permits for the project, including permit fees, and Business and Occupation Taxes.

**Measurement:** Measurement will be based on completion of the work described, prorated from lump sum amounts according to the Basis of Payment below.

**Payment:** This item will be paid for at the contract lump sum price, based on percentage of contract completion.

**Bid Item 4: Project Quality Control**

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**Unit:** Lump Sum

**Description:** This work shall consist of establishing and maintaining a Quality Control Program throughout the duration of the project.

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

**Payment:** This item will be paid for at the contract lump sum price, based on percentage of completion.

**Bid Item 5: Site Preparation/Site Demolition**

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**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, 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 6: Sediment and Erosion Control**

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**Unit:** Lump Sum (LS)

**Description:** This item shall consist of furnishing, installation, maintenance and subsequent removal of necessary storm water structures, best management practices, and other work required to prevent escape of sediment from disturbed areas of project site. 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 for item shall be in two installments. The first payment of 50% of the lump sum price shall be made following installation of the erosion and sediment controls. The remaining 50% shall be paid upon properly stabilizing the site, demobilization, and final completion of the Project.

**Bid Item 7: Waste Disposal**

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**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 8: Unclassified Excavation**

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**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 9: Subgrade Preparation/Full Depth Reclamation/Cement Stabilization**

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**Unit:** Square Yard (SY)

**Description:** This work shall include, but is not limited to, excavation, subgrade compaction, scarification, and full depth reclamation and cement stabilization under structures, building slabs, steps, and pavements in excavated areas. 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. Manipulation of the excavated material to achieve optimum moisture content shall be considered incidental to the work. If additional satisfactory soil fill is required to achieve subgrade elevations after compaction, it shall be considered incidental to the work.

**Measurement:** Measurement shall be based on square yards of area completed for the work described. Material prepared beyond approved limits shall not be included in the measured quantity. Subgrade preparation of other areas, such as walkways and lawn areas, is incidental to earthwork and shall not be paid for by this bid item.

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

**Bid Item 10: Over-Excavation**

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**Unit:** Cubic Yard (CY)

**Description:** This work shall include, but is not limited to, excavation below subgrade, transportation and disposal of unsuitable materials, backfill with controlled low strength material (CLSM), 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 cubic 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 cubic yard.

**Bid Item 11: Hard Stand Pavement**

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**Unit:** Square Yard (SY)

**Description:** This work shall consist of furnishing and installing Hard Stand pavement and incidentals associated with pavement as detailed 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 12: Concrete Pavement**

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**Unit:** Square Yard (SY)

**Description:** This work shall consist of furnishing and installing concrete pavement and incidentals associated with concrete pavement as detailed 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 13: Striping**

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**Unit:** Lump Sum

**Description:** This work shall consist of furnishing and installing pavement striping as indicated on Drawings.

**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 square yard.

**Bid Item 14: Existing Pavement Maintenance**

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**Unit:** Lump Sum (LS)

**Description:** This item shall consist of furnishing, installation, and maintenance of WVDOH Class 1 Stone for maintenance and repair of existing paved areas damaged and/or disturbed during construction activities. Pavement disturbed during construction activities shall be repaired to existing grade with WVDOH Class 1 Stone. Stone shall be used to fill ruts, low spots, and other damage/disturbance from construction activities. Stone shall be compacted to provide a finished surface for vehicular traffic. 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 for item shall be in two installments. The first payment of 50% of the lump sum price shall be made following installation following 50% of building construction. The remaining 50% shall be paid upon properly stabilizing the site, demobilization, and final completion of the Project.

**Bid Item 14A: Heavy-Duty Asphalt Paving**

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**Unit:** Lump Sum (LS)**Description:** This item shall consist of furnishing, installation, and maintenance of WVDOH Class 1 Stone for maintenance and repair of existing paved areas damaged and/or disturbed during construction activities. Pavement disturbed during construction activities shall be repaired to existing grade with WVDOH Class 1 Stone. Stone shall be used to fill ruts, low spots, and other damage/disturbance from construction activities. Stone shall be compacted to provide a finished surface for vehicular traffic. 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:** Payment shall be made at the contract unit price per square yard.**Payment:** Payment for item shall be in two installments. The first payment of 50% of the lump sum price shall be made following installation following 50% of building construction. The remaining 50% shall be paid upon properly stabilizing the site, demobilization, and final completion of the Project.**Bid Item 15: Lawn Area**

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**Unit:** Lump Sum (LS)**Description:** This work shall consist of lawns as shown on the Drawings and specified in Section "Lawns and Grasses". The bid item shall include fine grading and preparing lawn areas, furnishing and applying soil amendments and fertilizers, seeding lawn areas, protection and maintenance of lawn areas. 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 Items 16: Sliding Gate – 24'**

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**Unit:** Each (EA)**Description:** This work consists of furnishing and complete installation of various types of gates for chain link fences and site security. The price shall include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, and locks. 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 17: Security Fencing**

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**Unit:** Linear Foot (LF)**Description:** This work consists of furnishing and complete installation of chain link fencing and personnel gates.



The price will include excavating, trenching, concrete footings, backfilling, grouting posts in place, grounding, bonding, barbed wire, 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 18: Bollards 6"**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of bollards. The unit price shall include furnishing and installing metal posts, and associated hardware, concrete footings, excavation, backfill, and compensation for doing all work prescribed in a workmanlike and acceptable manner, including labor, tools, equipment, supplies, material, and incidentals required to complete the work.

**Measurement:** The quantity of work done shall be measured per each bollard completely installed and accepted by the COTR.

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

**Bid Item 19: Force Protection Gate**

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**Unit:** Each

**Description:** This work shall consist of furnishing and installing Force Protection Gate as indicated on Drawings and as specified.

**Measurement:** Measurement shall be based on installation of completed gate assembly.

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

**Bid Items 20-21: Water Line – 2", 6"**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing various sizes of water line. These prices shall fully compensate the Contractor for providing pipe, fittings, valves, bedding, excavation, backfill, concrete thrust blocks, concrete encasement, steel casing pipe, asphalt repair, curb stops, flushing, testing, coordination with the Mingo County Public Service District and agencies having jurisdiction for acceptance. 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 water line in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings and appurtenances associated with the water line.

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

**Bid Items 22-23: Sanitary Sewer - 4", 6"**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing various sizes of sanitary sewer piping. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, fittings, cleanouts, casing pipes, pavement repairs, testing and coordination with the Mingo County Public Service District for acceptance. 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 sanitary sewer piping in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, appurtenances, and cleanouts associated with the sanitary sewer piping.

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

**Bid Item 24: Cleanout, Sanitary Sewer**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of cleanout. The unit price shall include furnishing and installing pipe, fittings, concrete apron, excavation, 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:** The quantity of work done shall be measured per each cleanout completely installed and accepted by the COTR.

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

**Bid Item 25: Manhole, Sanitary Sewer**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of manhole. The unit price shall include furnishing and installing manhole and accessories, excavation, 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:** The quantity of work done shall be measured per each cleanout completely installed and accepted by the COTR.

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

**Bid Item 26: Oil/Water Separator**

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**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of an underground separator designed for gravity separation of free oils (hydrocarbons and other petroleum products) and settleable solids from wastewater. Excavation, backfill, concrete pad, bedding material, manways, piping and fittings to a point beyond the outline of the tank, alarm and

control panel, electrical and data wiring, 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 Item 27: 3" Gas Service Line**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing 4" gas lines from the building to point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, bedding, excavation, backfill, valves, existing utility tie-ins, pavement restoration, and casing pipes. 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 gas line in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings and appurtenances associated with the gas line.

**Payment:** Payment shall be made at the contract unit price per linear foot of line in service.

**Bid Items 28: Storm Line – 4"**

---

**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 Item 29: PVC Storm Line – 10"**

---

**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.

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**Bid Item 30: Outlet Protection, Storm Drainage**

**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of riprap outlet protection. The unit price shall include furnishing and installing, excavation, and 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 quantity of work done shall be measured per each cleanout completely installed and accepted by the COTR.

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

---

**Bid Items 31: 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.

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**Bid Item 32: Concrete Splash Block**

**Unit:** Each (EA)

**Description:** This work shall consist of furnishing and installing concrete splash blocks for storm drainage from building downspouts. 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.

**Bid Item 33: Clean-Out, Storm Sewer**

---

**Unit:** Each (EA)

**Description:** This work consists of furnishing and complete installation of cleanout. The unit price shall include furnishing and installing pipe, fittings, concrete apron, excavation, 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:** The quantity of work done shall be measured per each cleanout completely installed and accepted by the COTR.

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

**Bid Item 34: Duct Bank**

---

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, vaults, handholes, pedestals, concrete, excavation, backfill, and sleeves. 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 duct bank in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.

**Payment:** Payment shall be made at the contract unit price per linear foot of line in service.

**Bid Item 35: Communications Conduit**

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**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, vaults, handholes, pedestals, concrete, excavation, backfill, and sleeves. 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 conduit in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.

**Payment:** Payment shall be made at the contract unit price per linear foot of line in service.

**Bid Item 36: Conduit to Force Protection Gate**

---

**Unit:** Linear Foot (LF)

**Description:** This work shall consist of furnishing and installing conduits from the building or the point of origin to the point of connection on the Plans. These prices shall fully compensate the Contractor for providing pipe, fiber, wires, extra pull ropes, vaults, handholes, pedestals, concrete, excavation, backfill, and sleeves.

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 conduit in place, completed, and accepted by the COTR. It shall be measured along the centerline and shall include all fittings, and appurtenances associated with the duct bank.

**Payment:** Payment shall be made at the contract unit price per linear foot of line in service.

**Bid Item 37: Site Lighting**

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**Unit:** Lump Sum

**Description:** This work shall consist of furnishing and installing Site Lighting as indicated on the Drawings and as specified.

**Measurement:** Lump Sum for Item 37.

**Payment:** Payment for item will be in accordance with the specifications.

**Bid Item 38A and 38B:**

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**Description:** Add-Alternate No. 1 - Renovation of Main Building (Area B) and Associated Site Lighting, Excluding work of Alternate Nos. 2 and 3.

**Measurement:** Lump Sum Quotes For Items 38A and 38B.

**Payment:** Payment for item will be in accordance with the specifications.

**Bid Items 39A, 39B, 39C, and 39D:**

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**Description:** Add-Alternate No. 2 – Masonry Restoration for Main Building (Area B)

**Measurement:** Unit Price Quote For Items 39A, 39B, 39C, and Lump Sum Quote for Item 39D.

**Payment:** Payment for items will be in accordance with the specifications.

**Bid Item 40:**

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**Description:** Add-Alternate No. 3 – Interior Security Partitions and Metal Lockers at Main Building (Area B)

**Measurement:** Lump Sum For Item 40.

**Payment:** Payment for item will be in accordance with the specifications.

END OF SECTION



## LIST OF PROPOSED SUBCONTRACTORS AND EQUIPMENT/MATERIAL SUPPLIERS

List below each major branch of work and major equipment/material supplier category for this proposal and the subcontractor or supplier proposed for that portion of work. Provide also the Contractor License Number for each subcontractor as required by the "West Virginia Contractor Licensing Act". If the branch of work is to be completed solely by an equipment/material supplier, indicate by notation below in the contractor license number column.

It is the responsibility of any contractor soliciting bids or quotes from subcontractors to verify the eligibility of all subcontractors and equipment/material suppliers being proposed to perform the work. The Contractor has full responsibility for satisfactory execution of all work in accordance with the Contract Documents. Any change of proposed subcontractors or equipment/material suppliers shall be at no cost to the Owner, as the Contractor has full responsibility for execution of the work.

I, John E. Armstrong representing UNITED CONSTRUCTION CO. INC.  
 (Signature of Responsible Company) (Company Name)  
 on this date 9/5/18 submit the following list of subcontractors and major material  
 suppliers for your review and comment. This is the final and complete list of companies who will be  
 performing work or supplying materials for MARSHALL COUNTY READINESS CENTER  
 (Project Name)

I agree that once the subcontractors and material suppliers listed are approved for use by the  
 Owner, no other subcontractors, or substitute for any subcontractors listed below, will be used in the  
 performance of the contract without written approval of the Owner.

Branch of Work/ Material Category	Complete Name and Address Subcontractor/Supplier	Contractor License Number
1. <u>FIRE PROTECTION</u>	<u>COMUNALE CO</u> <u>2900 NEWPARK DR BABERTON OH 44203</u>	<u>WV013100</u>
2. <u>HVAC</u>	<u>H.E. NEUMANN</u> <u>100 MIDDLE CREEK ROAD FRIDELPHIA WV 26059</u>	<u>WV000004</u>
3. <u>PLUMBING</u>	<u>H.E. NEUMANN</u> <u>100 MIDDLE CREEK ROAD FRIDELPHIA WV 26059</u>	<u>WV000004</u>
4. <u>ELECTRICAL</u>	<u>B. ARMSTRONG ELECTRICAL</u> <u>SUITE B, 3120 NORTHWESTERN PRICE PARKERSBURG WV 26104</u>	<u>WV033360</u>
5. <u>PAINTING</u>	<u>PRIZM</u> <u>20 EDGEWOOD DR HURRICANE WV 25526</u>	<u>WV038686</u>

- |                    |  |                 |
|--------------------|--|-----------------|
| 6. <u>FENCING</u>  | <u>ALLQUALITY</u><br><u>PO BOX 7169 CROSS LANES WV 25356</u>                     | <u>WV033713</u> |
| 7. <u>GLAZING</u>  | <u>AMERICAN PLATE GLASS</u><br><u>75 NEISKELL AVE WHEELING, WV 26003</u>         | <u>WV030690</u> |
| 8. <u>PLUMBING</u> | <u>ROBINSON SONS</u><br><u>PO BOX 449 SCOTT DEPOT WV 25560</u>                   | <u>WV003087</u> |
| 9. <u>HVAC</u>     | <u>MURRAY SHEET METAL</u><br><u>3108 NORTHWESTERN PIKE PARKERSBURG, WV 26104</u> | <u>WV000006</u> |
| 10. _____          | _____  | _____           |
| 11. _____          | _____  | _____           |
| 12. _____          | _____  | _____           |
| 13. _____          | _____  | _____           |
| 14. _____          | _____  | _____           |

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, United Construction Company, Inc.  
of Parkersburg, 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 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  
New FMS Building and Renovations Marshall County Readiness center Moundsville, WV (Marshall County, WV)

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal  
attached hereto and shall furnish any other bonds and 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 5th day of September, 2018.

Principal Seal

United Construction Company, Inc.  
(Name of Principal)  
By: John E. Sprang  
(Must be President, Vice President, or  
Duly Authorized Agent)  
VICE PRESIDENT  
(Title)

Surety Seal

Great American Insurance Company  
(Name of Surety)  
By: D.P.T.  
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 SIX

No. 0 20767

**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
JAIME L. CARPENTER		
KIMBERLY L. MILES		
KIMBERLY S. BURDETTE		
TAMMY SELBE		

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 7TH day of SEPTEMBER, 2017  
GREAT AMERICAN INSURANCE COMPANY



*Steph L. C. B.*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 7TH day of SEPTEMBER, 2017, 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 5th day of September, 2018



*Steph L. C. B.*  
Assistant Secretary





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

**STATE OF WEST VIRGINIA,**

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

I, JOHN E. SPRINGSTON, after being first duly sworn, depose and state as follows:

1. I am an employee of UNITED CONSTRUCTION CO. INC.; and,  
(Company Name)
2. I do hereby attest that UNITED CONSTRUCTION CO. INC.  
(Company Name)

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

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

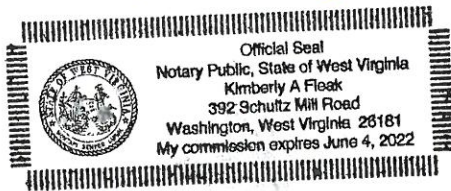
Printed Name: JOHN E. SPRINGSTON  
 Signature: John E Springston  
 Title: VICE PRESIDENT  
 Company Name: UNITED CONSTRUCTION CO. INC.  
 Date: 9/5/18

Taken, subscribed and sworn to before me this 5<sup>TH</sup> day of SEPTEMBER, 2018.

By Commission expires 6-4-2022

(Seal)

Kimberly A Fleak  
 (Notary Public)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ADJ1900000005**

**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.

UNITED CONSTRUCTION CO. INC.

Company

John E. Springator

Authorized Signature

9/5/18

Date

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

Revised 6/8/2012



STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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: UNITED CONSTRUCTION CO. INC.

Authorized Signature: John E. Springston Date: 9/5/18

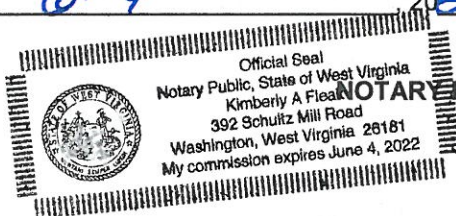
State of WV

County of WOOD, to-wit:

Taken, subscribed, and sworn to before me this 5<sup>TH</sup> day of SEPTEMBER, 2018.

My Commission expires 6-4 2022

**AFFIX SEAL HERE**



Kimberly A. Fleck  
Purchasing Affidavit (Revised 01/19/2018)

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

John E Springston Vice President  
(Name, Title)  
JOHN E. SPRINGSTON VICE PRESIDENT  
(Printed Name and Title)  
3120 NORTHWESTERN PIKE PARKERSBURG WV 26104  
(Address)  
304-893-6615 / 304-485-4249  
(Phone Number) / (Fax Number)  
johnwucci.cc  
(email address)

**CERTIFICATION AND SIGNATURE:** 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.

UNITED CONSTRUCTION Co. INC.  
(Company)

John E Springston Vice President  
(Authorized Signature) (Representative Name, Title)

JOHN E. SPRINGSTON VICE PRESIDENT  
(Printed Name and Title of Authorized Representative)

9/5/18  
(Date)

304-893-6615 / 304-485-4249  
(Phone Number) (Fax Number)



# CONTRACTOR LICENSE

Authorized by the  
West Virginia Contractor Licensing Board

Number: WV006432

Classification:  
GENERAL ENGINEERING

UNITED CONSTRUCTION COMPANY INC  
DBA UNITED CONSTRUCTION COMPANY INC  
3120 E NORTHWESTERN PIKE  
PARKERSBURG, WV 26104

Date Issued

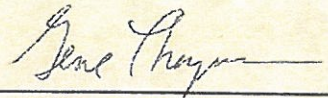
Expiration Date

SEPTEMBER 24, 2017


SEPTEMBER 24, 2018



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.