



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 752186

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 1400

Vendor ID: 000000176773



SO Doc ID: AGR2100000001

Legal Name: GRAE CON CONSTRUCTION INC

Published Date: 7/28/20

Alias/DBA:

Close Date: 8/10/20

Total Bid: \$1,008,900.00

Close Time: 13:30

Response Date: 08/10/2020



Status: Closed

Response Time: 12:50

Solicitation Description: Addendum No. 02-Cedar Lakes
Assembly Hall Expansion

Total of Header Attachments: 1

Total of All Attachments: 1



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

State of West Virginia
Solicitation Response

Proc Folder : 752186

Solicitation Description : Addendum No. 02-Cedar Lakes Assembly Hall Expansion

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-08-10 13:30:00	SR 1400 ESR08102000000000832	1

VENDOR

000000176773

GRAE CON CONSTRUCTION INC

Solicitation Number: CRFQ 1400 AGR2100000001

Total Bid : \$1,008,900.00

Response Date: 2020-08-10

Response Time: 12:50:05

Comments:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Cedar Lakes Assembly Hall Expansion				\$1,008,900.00

Comm Code	Manufacturer	Specification	Model #
72121200			

Extended Description :	Cedar Lakes Assembly Hall Expansion



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: 752186

Doc Description: Cedar Lakes Assembly Hall Expansion

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2020-07-16	2020-08-03 13:30:00	CRFQ 1400 AGR2100000001	1

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:

FOR INFORMATION CONTACT THE BUYER

Jessica S Chambers

(304) 558-0246

jessica.s.chambers@wv.gov

Edward W. Gribben, PE - Vice President

Signature X

FEIN # 34-1539132

DATE 8/10/2020

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

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for construction of an Assembly Hall and Storage Addition to the existing Cedar Lakes Assembly Hall. Pickering Associates is serving as the Architect on this project per the terms and conditions and specifications as attached.

INVOICE TO		SHIP TO	
PROCUREMENT OFFICER 304-558-2221		STATE FFA-FHA CAMP	
AGRICULTURE DEPARTMENT OF		STATE FFA-FHA CAMP	
ADMINISTRATIVE SERVICES		CEDAR LAKES CONFERENCE CENTER	
1900 KANAWHA BLVD E		82 FFA DR	
CHARLESTON	WV25305-0173	RIPLEY	WV 25271
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Cedar Lakes Assembly Hall Expansion				

Comm Code	Manufacturer	Specification	Model #
72121200			

Extended Description :

Cedar Lakes Assembly Hall Expansion

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Prebid @ 10:00 AM (ET)	2020-07-23
2	Technical Question Deadline @ 9:00 AM (ET)	2020-07-27

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

West Virginia Department of Agriculture
Cedar Lakes Conference Center
82 FFA Drive
Ripley, WV 25271

DATE: 7/23/2020

TIME: 10:00AM

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 01/09/2020

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **July 27, 2020 at 9:00 AM (ET)**

Submit Questions to: **Jessica Chambers**

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: **Jessica.S.Chambers@wv.gov**

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

Department of Administration, Purchasing Division

2019 Washington Street East

Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:

BUYER: Jessica Chambers

SOLICITATION NO.: CRFQ AGR2100000001

BID OPENING DATE: 08/03/2020

BID OPENING TIME: 1:30 PM (ET)

FAX NUMBER: (304)558-3970

Revised 01/09/2020

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression of Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: August 3, 2020 at 1:30 PM (ET)

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☒ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 210 Calendar days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☒ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☒ WV Contractor's License

☐

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: 1,000,000 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: 500,000 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☒ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ **Workers Compensation and Employers Liability:**

A. Worker's Liability: \$500,000

B. Stop Gap: \$500,000

☒ **Commercial General Liability: Each Occupancy: \$1,000,000**

Product-Completed Operations Aggregate: \$1,000,000

Personal and ADV Injury: \$1,000,000

☒ **General Commercial Liability: Fire Damage(any one person): \$50,000**

Damage to Rental Premises: \$100,000

Medical Expense (any one person) \$5,000

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☒ 500 per day _____ for until completion of Project

☐ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Grae-Con Construction, Inc.

Contractor's License No.: WV- 001293

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

- (1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;
- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. 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.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of Workforce West Virginia of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term “employee” does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

a. Required Information. The subcontractor list must contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

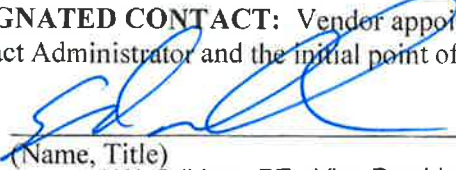
Bidder's Name: Grae-Con Construction, Inc.

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.

Attach additional pages if necessary

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.


(Name, Title)

Edward W. Gribben, PE - Vice President

(Printed Name and Title)

101 Industry Road, Marietta, OH 45750

(Address)

740-370-0849 / 740-373-0863

(Phone Number) / (Fax Number)

egribben@graecon.com

(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.


Grae-Con Construction, Inc.

(Company)

(Authorized Signature) (Representative Name, Title)

Edward W. Gribben, PE - Vice President

(Printed Name and Title of Authorized Representative)

August 10, 2020

(Date)

740-373-0849 / 740-373-0863

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
Cedar Lakes Assembly Hall Expansion

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Agriculture to establish a contract for construction of an Assembly Hall and Storage Addition to the existing Cedar Lakes Assembly Hall. Pickering Associates is serving as the Architect on this project.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
 - 2.1 **"Construction Services"** means the construction of a 4,654 sq. ft. Assembly Hall and Storage Addition with block walls, slab-on-grade floor, exposed wood Tudor arch and SIP roof construction, sloping ceilings with acoustical clouds and standing-seam metal roof, all to match existing construction. An operable partition is included, as well as demolition of an existing wood framed classroom building and covered walkway are more fully described in these specifications and the Specifications/Project Manual.
 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least five (5) projects that involved work similar to

REQUEST FOR QUOTATION
Cedar Lakes Assembly Hall Expansion

that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

- 4.2. The Vendor will provide resumes for the Project Manager and Project Superintendent for approval before the project begins.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
6. **SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order.
7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.
- Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.
8. **RETAINAGE:** Agency is entitled to withhold ten percent (10%) from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

REQUEST FOR QUOTATION
Cedar Lakes Assembly Hall Expansion

9. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
10. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by 210 calendar days from Notice to Proceed and final completion by 210 calendar days from Notice to Proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.
11. **LIQUIDATED DAMAGES:** \$250 per day
12. **PROJECT PLANS:** Copies of the project plans can be obtained at no cost by visiting <https://www.wvoasis.gov/>
13. **SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
14. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
- 14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 14.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 14.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 14.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 14.5. Vendor shall inform all staff of Agency's security protocol and procedures.

REQUEST FOR QUOTATION
Cedar Lakes Assembly Hall Expansion

15. MISCELLANEOUS:

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

Contract Manager: Edward W. Gribben, PE - VP

Telephone Number: 740-373-0849

Fax Number: 740-373-0863

Email Address: egribben@graecon.com

- 15.2. Owner's Representative:** Owner's representative for notice purposes is

Name: Cindy Fisher

Telephone Number: (304) 558-2221

Fax Number: (304) 558-2222

Email Address: cfisher@wvda.us

- 16. Initial Decision Maker:** Pickering Associates, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

REQUEST FOR QUOTATION
Cedar Lakes Assembly Hall Expansion

Exhibit A Pricing Page

A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Pickering Associates for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

- a. Base Bid: One Million Eight Thousand Nine Hundred and No/100
_____ dollars
(\$ 1,008,900.00), in lawful money of the United States of America.
- b. Alternate 1: Perform the demolition of existing classroom building and walkways:
Sixteen Thousand and No/100
_____ dollars
(\$ 16,000.00), in lawful money of the United States of America.
- c. Alternate 2: construct a two-classroom addition and corridor on the south side of the existing building: Three Hundred Eighty-Seven Thousand and No/100
_____ dollars
(\$ 387,000.00), in lawful money of the United States of America.
- d. All applicable federal taxes and included and State of West Virginia taxes are included in the Bid Sum.

B. CONTRACT TIME

- a. If this Bid is accepted, we will:
- i. Complete the Work in 210 calendar days from Notice to Proceed

C. ADDENDA

- a. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
- i. Addendum # 01 Dated: 7/27/2020
- ii. Addendum # 02 Dated: 7/28/2020
- iii. Addendum # _____ Dated: _____

D. BID FORM SUPPLEMENTS

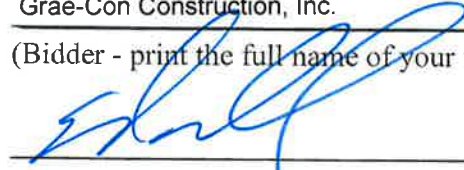
REQUEST FOR QUOTATION
Cedar Lakes Assembly Hall Expansion

- a. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
 - i. AIA Document A305-Contractor's Qualification Statement
 - ii. AIA Document G705-List of Subcontractors
 - iii. Affidavit of Non-Collusion
 - iv. WV Contractor's License
- b. We agree to submit the following Supplements to Bid Forms within 7 days after submission of this bid for additional bid information.
 - i. Proof of Liability Insurance naming Owner as additional insured
 - ii. Proof of WV Workers' Compensation
 - iii. Preliminary Schedule
 - iv. AIA Document G703 Schedule of Values

BID FORM SIGNATURE(S)

Grae-Con Construction, Inc.

(Bidder - print the full name of your firm)



(Authorized signing officer, Title)

Edward W. Gribben, PE - Vice President



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 a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Debt to the state or political subdivision (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 of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

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: Grae-Con Construction, Inc.

Authorized Signature: [Signature] Date: August 10, 2020

State of Ohio Edward W. Gribben, PE - Vice President

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 10th day of August, 2020.

My Commission expires August 5, 2023.

AFFIX SEAL HERE



TOSHA L LOWE
Notary Public
State of Ohio
My Comm. Expires
August 5, 2023

NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)



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

STATE OF WEST VIRGINIA, OHIO

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

I, Edward W. Gribben, PE - VP, after being first duly sworn, depose and state as follows:

1. I am an employee of Grae-Con Construction, Inc.; and,
(Company Name)
2. I do hereby attest that Grae-Con Construction, 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: Edward W. Gribben, PE

Signature: 

Title: Vice President

Company Name: Grae-Con Construction, Inc.

Date: August 10, 2020

Taken, subscribed and sworn to before me this 10th day of August, 2020.

By Commission expires August 5, 2023

(Seal)



TOSHA L. LOWE
Notary Public
State of Ohio
My Comm. Expires
August 5, 2023


(Notary Public)

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: _____

Contract Purpose: _____

Agency Requesting Work: State of West Virginia

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: Grae-Con Construction, Inc.Vendor Telephone: 740-373-0849Vendor Address: 101 Industry Road
Marietta, OH 45750Vendor Fax: 740-373-0863Vendor E-Mail: egribben@graecon.com

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Grae-Con Construction, Inc.
of Steubenville, Ohio, as Principal, and Ohio Farmers Insurance Co.
of Westfield Center, Ohio, a corporation organized and existing under the laws of the State of Ohio
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 5% of total amount bid (\$ _____) 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
Cedar Lakes Assembly Hall Expansion

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 10th day of August, 2020.

Principal Seal

Grae-Con Construction, Inc.

(Name of Principal)

By 

(Must be President, Vice President, or
Duly Authorized Agent)

Edward W. Gribben, PE-Vice President
(Title)

Surety Seal

Ohio Farmers Insurance Company

(Name of Surety)



Debbie Hukill, 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.**

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3408162 01

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
DEBBIE HUKILL, JEFF CRISS, DEANNE ROY, JOINTLY OR SEVERALLY

of STEUBENVILLE and State of OH 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 21st day of MARCH A.D., 2014 .

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 21st day of MARCH A.D., 2014 , 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



State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

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 10th day of August A.D. 2020 .



Frank A. Carrino, Secretary

**Financial
Statement**

December 31, 2019

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

**OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET**

12/31/19
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	29,473
Bonds	444,935
Stocks	144,750
Subsidiaries	2,206,906
Real estate	160,044
Premiums receivable	112,354
Other assets	172,187
Total assets	3,270,649
Liabilities	
Reserve for unearned premiums	167,924
Reserve for unpaid losses and loss expenses	332,025
Reserve for taxes and other liabilities	259,523
Total liabilities	759,472
Surplus	
Surplus to policyholders	2,511,177
Total surplus	2,511,177
Total liabilities and surplus	3,270,649

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of West Virginia and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2019.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive

Sworn to before me this 12th day of February A.D. 2020.

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ 1400 AGR2100000001

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 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.

Grae-Con Construction, Inc.
_____ Company

_____ Authorized Signature
Edward W. Gribben, PE - Vice President
August 10, 2020
_____ Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: State of West Virginia
Purchasing Division

ADDRESS: 2019 Washington Street East
Charleston, WV 25305

SUBMITTED BY: Grae-Con Construction, Inc.

NAME: Edward W. Gribben, PE - Vice-President

ADDRESS: 101 Industry Road
Marietta, OH 45750

PRINCIPAL OFFICE: P.O. Box 1778; 880 Kingsdale Road
Steubenville, OH 43952

- ☒ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Joint Venture
- ☐ Other

NAME OF PROJECT: *(If applicable)*

Cedar Lakes Assembly Hall Expansion

TYPE OF WORK: *(File separate form for each Classification of Work)*

- ☒ General Construction
- ☐ HVAC
- ☐ Electrical
- ☐ Plumbing
- ☐ Other *(Please specify)*

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1. ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

Thirty-Three Years

§ 1.2 How many years has your organization been in business under its present business name?

Thirty-Three Years

§ 1.2.1 Under what other or former names has your organization operated?

None

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation: **January 20, 1987**

§ 1.3.2 State of incorporation: **Ohio**

§ 1.3.3 President's name: **Robert A. Gribben, Jr.**

§ 1.3.4 Vice-president's name(s): **Robert A. Gribben, III**
Edward W. Gribben

§ 1.3.5 Secretary's name: **Robert A. Gribben, III**

§ 1.3.6 Treasurer's name: **Robert A. Gribben, Jr.**

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership, if applicable:

§ 1.4.3 Name(s) of general partner(s):

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2. LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

Ohio	34-1539132
West Virginia	WV-001293
Pennsylvania	34-1539132

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3. EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

Civil/Concrete	Process Piping
Carpentry	Equipment Setting
Specialties	Structural

§ 3.2 Claims and Suits. *(If the answer to any of the questions below is yes, please attach details.)*

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

No

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

No

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

No

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? *(If the answer is yes, please attach details.)*

No

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date. **Attached**

§ 3.4.1 State total worth of work in progress and under contract:

Work in Progress: \$33,050,000.00

Under Contract: \$90,000,000.00

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces. **Attached**

§ 3.5.1 State average annual amount of construction work performed during the past five years:

\$68,000,000.00

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

See Attached Office Profiles

§ 4. REFERENCES

§ 4.1 Trade References:

**Weirton Lumber
P.O. Drawer 1040
Weirton, WV 26062
Attn: Mance Frankovitch
Phone: (304)748-6000**

**Smith Concrete
1680 State Route 618
Belpre, Ohio 45714
Attn: Jim Parker
Phone: (740)568-3703**

**Kalkreuth Roofing & Sheet Metal
41 - 40th Street
Wheeling, WV 26003
Attn: Jon Kalkreuth
Phone: (304)242-8540**

**Erb Electric
500 Hall Street; Suite 1
Bridgeport, OH 43963
Attn: Tom Knight
Phone: (740)633-5055**

§ 4.2 Bank References:

**WesBanco
333 Penco Road
Weirton, WV 26062
Attn: Jon Rogers
Phone: (304)905-7268**

§ 4.3 Surety

§ 4.3.1 Name of bonding company:

**Ohio Farmers
P.O. Box 160
Columbus, OH 43216**

§ 4.3.2 Name and address of agent:

**Oklok-Criss Associates
P.O. Box 98
Steubenville, OH 43952**

§ 5. FINANCING

§ 5.1 Financial Statement

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- .1 Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- .2 Net Fixed Assets;
- .3 Other Assets;
- .4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- .5 Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings). **Attached**

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

**J.E. Chapman, CPA
P.O. Box 2617
Wintersville, OH 43953**

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

Yes

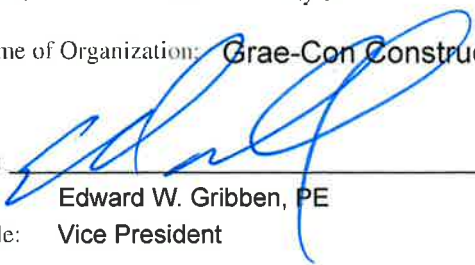
§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6. SIGNATURE

§ 6.1 Dated this 10th day of August 20 20

Name of Organization: Grae-Con Construction, Inc.

By: 
Edward W. Gribben, PE
Title: Vice President

§ 6.2

Mr. Edward W. Gribben, PE - Vice President being
duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be
misleading.

Subscribed and sworn before me this 10th day of August 2020

Notary Public: 
My Commission Expires: August 05, 2023



TISHA L. LOWE
Notary Public
State of Ohio
My Comm. Expires
August 5, 2023

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Major Current Projects

% Complete

Project	Contract Type	Client	Est. Value	Owner Info	Arch. Info	Comp	%
Puskarich Public Library Renovation Project Cadiz, OH	General Contractor	Puskarich Public Library System Board of Trustees	\$987,139.00	Puskarich Public Library System Board of Trustees	HBM Architects, Inc. Tim Neuffer 216-241-1100	Nov 2020	25
Edison Local John Gregg Elementary Bergholz, OH	General Contractor	Edison Local Schools	\$2,738,000.00	Edison Local Schools Aaron Richardson 740-282-0064	MS Consultants, Inc. David Mickey 330-744-5320	August 2021	4
Edison Local Stanton Elementary School Hammondsville, OH	General Contractor	Edison Local Schools	\$3,670,000.00	Edison Local Schools Aaron Richardson 740-282-0065	MS Consultants, Inc. David Mickey 330-744-5321	August 2021	5
Chemours P-1616 Steam Boiler Plant Washington, WV	General Contractor	Chemours Company	\$11,873,417.00	Chemours Company Jim German 302-773-1215	Chemours Company Jim German 302-773-1215	Dec. 2020	78
Momentive Performance Materials WWTP Upgrade Friendly, WV	General Contractor	Momentive Performance Materials	\$6,772,000.00	Jason Martin MPM 304-652-8127	Mark Welch Pickering Associates 304-464-5305	Dec. 2020	89
Roane Co. Schools - Safe School Entrance Renovations for Spencer ES & Roane HS - Spencer, WV	General Contractor	Roane County Schools	\$431,500.00	Dr. Richard Duncan, Supt 304-927-6400	The Thrasher Group Amanda Cheuvront 304-624-4108	Nov 2020	40
Wood County Schools Secure Entrances - Various Locations - Parkersburg, WV	General Contractor	Wood County Schools	\$342,900.00	Mike Fling, Asst Supt 304-420-9670	Pickering Associates Ron Arnold 304-464-5305	Sept. 2020	30
St. Francis Xavier Parish Hall Renovations	General Contractor	St. Francis Xavier Parish	\$487,707.00	John Reardon Catholic Diocese of Wheeling-Charleston 304-233-0880	Pickering Associates Chris Algin 304-464-5305	August 2020	40
City of Parkersburg Fire Station #4 Parkersburg, WV	General Contractor	City of Parkersburg	\$1,596,374.00	Jason Matthews City of Parkersburg 304-424-8460	Ron Arnold Pickering Associates 304-464-5305	August 2020	68
Mid-Ohio Valley Technical Institute School Safety Upgrades St. Marys, WV	General Contractor	Mid-Ohio Valley Technical Institute	\$264,342.00	Mid-Ohio Valley Tech Inst Ryan Haught 304-684-2544	McKinley Architecture & Engineering Tim Mizer 304-233-0140	August 2020	99
Trinity Medical Center 5 Story Expansions Steubenville, OH	Concrete Subcontractor	JE Dunn	\$1,639,900.00	Jason Studt JE Dunn (402) 384-5380	Richard Miller Earl Swensson Associates Inc. (615) 329-9445	August 2020	78
Shell Meter Station, Cadiz, OH	General Contractor	Shell Pipelines Company	\$1,853,000.00	Shell Pipeline Company Anton Nits 832-337-1952	AECOM	August 2020	71

Project	Contract Type	Client	Est. Value	Owner Info	Arch. Info	Comp	%
Shell Meter Station Houston, PA	General Contractor	Shell Pipelines Company	\$1,852,000.00	Shell Pipeline Company Anton Nits 832-337-1952	AECOM	August 2020	83
Shell Meter Station Monaca, PA	General Contractor	Shell Pipelines Company	\$1,407,000.00	Shell Pipeline Company Anton Nits 832-337-1952	AECOM	August 2020	48
Shell Meter Station Scio, OH	General Contractor	Shell Pipelines Company	\$2,046,000.00	Shell Pipeline Company Anton Nits 832-337-1952	AECOM	August 2020	99
Shell Meter Station Junction, PA	General Contractor	Shell Pipelines Company	\$3,284,631.00	Shell Pipeline Company Anton Nits 832-337-1952	AECOM	August 2020	65
Eagle Natrium LLC An Axiall Co. NoAH Civil, Structural, & Mech. Proctor, WV	General Contractor	Eagle Natrium LLC	\$2,256,568.00	Brian Wright Westlake Chemical (304) 455-2200	Brian Wright Westlake Chemical (304) 455-2200	August 2020	98
Kraton Polymers Boiler Encl. Instrumentation, Elec. /Vent. Belpre, Ohio	General Contractor	Kraton Polymers	\$755,350.00	Bob Whitlatch Kraton Polymers 740-423-2652	Bob Whitlatch Kraton Polymers 740-423-2652	August 2020	98
Kraton Polymers Southside Pond Civil Construction Belpre, OH	General Contractor	Kraton Polymers	\$2,560,000.00	John Kuch Kraton Polymers (740) 423-2208	Burgess & Niple, LTD. Mike Davis 614-459-2050	August 2020	99
MarkWest Air Defenders Various Locations	General Contractor	MarkWest Energy Partners LP	\$2,100,000.00	Bob Bates MarkWest (330) 432-3778	MarkWest Engineering	Ongoing	-
Kraton Polymers BESP II Foundations Belpre, Ohio	General Contractor	Kraton Polymers	Time & Material	Bob Roesch Kraton Polymers (740)423-2839	Bob Roesch Kraton Polymers (740)423-2839	Ongoing	-
Kraton Polymers BSEP Maintenance Belpre, Ohio	General Contractor	Kraton Polymers	Time & Material	Bob Roesch Kraton Polymers (740)423-2839	Bob Roesch Kraton Polymers (740)423-2839	Ongoing	-
MarkWest Energy Partners General Maintenance Contract Various Locations	General Contractor	MarkWest Energy Partners LP	Time & Material	Bob Bates MarkWest (330) 432-3778	Bob Bates MarkWest (330) 432-3778	Ongoing	-
Williams General Maintenance Contract Various Locations	General Contractor	Williams	Time & Material	Ben Kittka Williams (405) 443-0984	Ben Kittka Williams (405) 443-0984	Ongoing	-
Mountain State Carbon General Maintenance Contract Follansbee, WV	General Contractor	Mountain State Carbon	Time & Material	Mike Pouch Mtn. State Carbon (412) 352-2109	Engineering Mtn. State Carbon	Ongoing	-
Kraton Polymers General Maintenance Contract Belpre, OH	General Contractor	Kraton Polymers	Time & Material	Peter Richardson Kraton Polymers (740) 423-2839	Peter Richardson Kraton Polymers (740) 423-2839	Ongoing	-
Wheeling-Nisshin, Inc. On-Going Maintenance Follansbee, WV	General Contractor	Wheeling-Nisshin	Time & Material	Dan Skiviat Wheeling-Nisshin (304) 527-4829	Engineering Wheeling-Nisshin (304) 527-2800	Ongoing	-



2013 - 2020 Major Completed Projects

% of self performed work

Project	Contract Type	Client	Est. Value	Owner Info	Arch. Info	Comp	%
Wirt County Schools Primary & MS Renovations/Additions Elizabeth, WV	General Contractor	Wirt County Schools	\$639,581.00	MaryJane Pope-Albin Wirt County Schools 304-275-4279	John Mason OWPR, Inc. 540-552-2151	June 2020	65
EQT Anchor CS Waynesburg, PA	General Contractor	EQT	\$8,500,000.00	Dale Moore EQT Midstream 724-802-6064	Dale Moore EQT Midstream 724-802-6064	April 2020	80
Community & Technical College System of WV WVUP Renovations at Main Bldg. Parkersburg, WV	General Contractor	Community & Technical College System of WV	\$1,298,245.04	Richard Donovan Comm. & Tech. Coll. Sys. Of WV 681-313-2212	Dan Grant M&G Architects & Eng. 304-242-8249	April 2020	80
Kraton Polymers Boiler Enclosure Struct. & Arch. Belpre, Ohio	General Contractor	Kraton Polymers	\$1,512,275.00	Bob Whitlatch Kraton Polymers 740-423-2652	Bob Whitlatch Kraton Polymers 740-423-2652	Nov. 2019	46
Cast & Baker Corp. Seneca Lake Senecaville, OH	General Trades	Cast & Baker Corp.	\$1,527,311.00	Lou Piccin Cast & Baker (724) 745-6430	Matt Lascola GPD Group (330) 572-2100	Oct. 2019	55
Village of Quaker City Wastewater Treatment Plant Quaker City	General Contractor	Village of Quaker City	\$2,704,016.00	Gordon Carpenter Mayor - Quaker City	Jim Mayles Cerrone Associates (304) 232-5550	Oct. 2019	92
Camden Clark Medical Center Dr. Yoak Office Renovations Parkersburg, WV	General Contractor	Camden Clark Medical Center	\$334,057.38	Barry Justice CCMC (304) 482-2991	Alan Reece Pickering Associates (304) 464-5305	Oct. 2019	70
Solvay/Cytec Industries, Inc. New Nitrogen Facility Belmont, WV	General Contractor	Solvay (Cytec)	\$608,390.43	Dennis Andlinger Solvay (Cytec) Industries (304) 665-3713	Mark Welch Pickering Associates (304) 464-5305	Oct. 2019	82
Marietta College Don Schaly Baseball Stadium Renov. Marietta, OH	General Contractor	Marietta College	\$2,645,780.28	Marietta College Fred Smith 740-376-4367	Osborn Engineering Dan Kelbach 614-556-4272	Oct. 2019	50
Momentive Performance Materials Caustic Storage Tank Friendly, WV	General Contractor	Momentive Performance Materials	\$958,321.00	Mike Fackelman Momentive Perf. Mat'l. (304) 652-8487	Mike Fackelman Momentive Perf. Mat'l. (304) 652-8487	Sep. 2019	88
Wood County Schools Erickson All-Sports Facility Toilets Parkersburg, WV	General Contractor	Wood County Schools	\$751,716.75	Michael Fling Wood County Schools 304-420-9670 x 172	Ryan Taylor Pickering Associates 304-464-5305	Aug. 2019	50
Wood County Schools Jackson Middle School Toilet Additions Vienna, WV	General Contractor	Wood County Schools	\$320,555.60	Michael Fling Wood County Schools 304-420-9670 x 172	Pickering Associates 304-464-5305	Aug. 2019	60

Project	Contract Type	Client	Est. Value	Owner Info	Arch. Info	Comp	%
ETC Freedom Gas Conditioning Beaver County, PA	General Contractor	Energy Transfer	\$22,800,000.00	Wayne Lingenfelter Energy Transfer 878-332-2239	Wayne Lingenfelter Energy Transfer 878-332-2239	July 2019	50
ETC Freedom Compressor Site Beaver County, PA	General Contractor	Energy Transfer	\$11,954,000.00	Wayne Lingenfelter Energy Transfer 878-332-2239	Wayne Lingenfelter Energy Transfer 878-332-2239	July 2019	50
EQT Catapult Dehy Martins Ferry, OH	General Contractor	EQT	\$4,300,000.00	Rodney Coon EQT Midstream 412-588-3414	Rodney Coon EQT Midstream 412-588-3414	June 2019	60
Fire Station #2 Parkersburg, WV	General Contractor	City of Parkersburg	\$1,552,054.84	Jason Matthews City of Parkersburg 304-424-8460	Sean Simon Pickering Associates 304-464-5305	June 2019	60
Solvay/Cytec Industries, Inc. CAL Part Hazard Wall & Ext. Stairs Belmont, WV	General Contractor	Solvay (Cytec)	\$413,684.98	Joe Carrico Solvay (Cytec) Industries (304) 665-3459	Mark Welch Pickering Associates (304) 464-5305	June 2019	30
Wetzel County BOE Valley High School Meat Lab Renov. Pine Grove, WV	General Contractor	Wetzel County BOE	\$472,591.98	Edward Toman Wetzel County BOE 304-455-2441 x 119	Bob Smith McKinley & Assoc. 304-233-0140	April 2019	40
Kraton Polymers HSBC Free Flow Crumb Project Belpre, Ohio	General Contractor	Kraton Polymers	\$702,893.00	Bob Roesch Kraton Polymers (740)423-2839	Bob Roesch Kraton Polymers (740)423-2839	April 2019	95
Kraton Polymers K-1 Styrene Mechanical Belpre, Ohio	General Contractor	Kraton Polymers	\$314,168.00	Lynette Ludwiczak Kraton Polymers 740-423-2548	Lynette Ludwiczak Kraton Polymers 740-423-2548	April 2019	100
Kraton Polymers K1 Debottlenecking Mechanical & E&I Belpre, Ohio	General Contractor	Kraton Polymers	\$782,700.00	Lynette Ludwiczak Kraton Polymers 740-423-2548	Lynette Ludwiczak Kraton Polymers 740-423-2548	April 2019	100
DuPont F-Tank Recommissioning Washington WV	General Contractor	DuPont	\$469,768.50	Kevin Grose DuPont (304) 863-2349	Kevin Grose DuPont (304) 863-2349	April 2019	100
Solvay/Cytec Industries, Inc. CAL Particle Phase 2 Construction Belmont, WV	General Contractor	Solvay (Cytec)	\$408,617.31	Joe Carrico Solvay (Cytec) Ind. (304) 665-3459	Mark Welch Pickering Associates (304) 464-5305	Mar. 2019	85
Camden Clark Medical Center New Medical Office Building Parkersburg, WV	General Contractor	Camden Clark Medical Center	\$5,758,590.55	Barry Justice CCMC (304) 482-2991	Victor Greco Mills Group, LLC (304) 233-0048	Mar. 2019	40
Kraton Polymers Boiler Enclosure Underground Belpre, Ohio	General Contractor	Kraton Polymers	\$710,280.00	Bob Whitlatch Kraton Polymers 740-423-2652	Pickering Associates Dave Reynolds 304-464-5305	Feb. 2019	99
Jackson County Dev. Authority New Ripley (JCDA) Control Building Ripley, WV	General Contractor	Jackson County Development Authority	\$1,188,270.90	Mark Whitley Jackson Cty Dev. Auth. (304) 372-1151	FaLena Perry ZMM, Inc. (304) 342-0159	Feb. 2019	40
DuPont Delrin Cooling Tower Washington, WV	General Contractor	DuPont	\$680,576.91	Kevin Grose DuPont (304) 863-2349	Kevin Grose DuPont (304) 863-2349	Feb. 2019	100
Solvay Cytec Industries, Inc. C1003 Site Underground Piping Belmont, WV	General Contractor	Solvay (Cytec)	\$1,117,368.56	Scott Robinson Solvay-Cytec (304) 665-3459	Mechelle Blackwell Wood Group USA (864) 404-2775	Jan. 2019	100

Project	Contract Type	Client	Est. Value	Owner Info	Arch. Info	Comp	%
John Marshall High School Theatrical Upgrades Moundsville, WV	General Trades	Marshall County Schools	\$598,900.00	Marshall Cty Schools (304) 843-4405	Sean Simon Silling Associates (304) 346-0565	Dec. 2018	100
Eramet Marietta, Inc. C2F Close Capture Hood Marietta, OH	General Contractor	Eramet Marietta, Inc.	\$1,222,389.00	Frank Vallera Eramet Marietta (740) 374-1114	Pickering Associates	Dec. 2018	25
Kuraray America Inc. Extrusion Line D & R Washington, WV	General Contractor	Kuraray America, Inc.	\$1,632,621.60	Charles Shearouse Kuraray America, Inc. (832) 568-8305	Charles Shearouse Kuraray America, Inc. (832) 568-8305	Dec. 2018	100
Kuraray America Inc. Line 2 Dryer - 120FT Tower Washington, WV	General Contractor	Kuraray America, Inc.	\$12,925,553.00	Charles Shearouse Kuraray America, Inc. (832) 568-8305	Jesse Daulbert Pickering Associates (304) 464-5305	Nov. 2018	80
Kraton Polymers G2 Cobalt Conversion Retrofit Belpre, OH	General Contractor	Kraton Polymers	\$267,685.00	Steve Jeffers Kraton Polymers (740) 423-2450	Steve Jeffers Kraton Polymers (740) 423-2450	August 2018	100
MarkWest Energy Partners SW Liquids - Civil/Mechanical/Elec Majorsville, WV	General Contractor	MarkWest Energy Partners LP	\$1,695,000.00	Tyler Adams MarkWest (304) 842-2036	MarkWest Engineering	August 2018	100
Marietta College Band Hall Renovations Marietta, OH	General Contractor	Marietta College	\$263,969.00	Fred Smith Marietta College (740) 376-4367	Traci Stotts Pickering Associates (304) 464-5305	August 2018	80
Marietta College Irvine Administration Bldg. Renov. Marietta, OH	General Contractor	Marietta College	\$279,700.00	Fred Smith Marietta College (740) 376-4367	Fred Smith Marietta College (740) 376-4367	June 2018	60
Kraton Polymers G1 Catalyst Pit Belpre, OH	General Contractor	Kraton Polymers	\$427,410.00	Steve Riggins/Steve Jeffers Kraton Polymers (740) 423-2353 & 2450	Steve Riggins/Steve Jeffers Kraton Polymers (740) 423-2353 & 2450	May 2018	99
GLCC-AEP George Washington Sta. Pre-Engineered Building Moundsville, WV	Pre-Engineered Bldg.- Supply & Erection	Great Lakes Construction Co.	\$448,800.00	Sean Moloney GLCC 330-220-3900	Sean Moloney GLCC 330-220-3900	Mar. 2018	100
Eramet Marietta, Inc. C3F Sec. Fugitive Emiss. Capture Marietta, OH	General Contractor	Eramet Marietta, Inc.	\$625,255.00	Frank Vallera Eramet Marietta, Inc. (740) 374-1112	Keri Dunn Pickering Associates (304) 464-5305	Feb 2018	65
Brooke County Board of Education New Brooke Middle School Wellsburg, WV	General Trades	Brooke County Board of Education	\$14,970,000.00	Brooke County Board of Education (304) 737-3481	Patrick Rymer McKinley & Assoc. (304) 233-0140	Jan. 2018	100
Peoples Bank Office Renovations Marietta, OH	General Contractor	Peoples Bank	\$2,609,185.00	Ed Boggs Peoples Bank (740) 350-2374	Barry Ingham Pickering Associates (304) 464-5305	Jan. 2018	20
Kuraray America Inc. Line 2 Tower Steel Fabrication Washington, WV	General Contractor	Kuraray America, Inc.	\$667,740.00	Chad Morrison Kuraray America, Inc. (304) 464-5305	Jesse Daulbert Pickering Associates (304) 464-5305	Oct. 2017	100
Marietta College Music Therapy Room Rens Marietta, OH	General Contractor	Marietta College	\$401,276.00	Fred Smith Marietta College (740) 376-4367	Fred Smith Marietta College (740) 376-4367	Oct. 2017	60
Rover Pipeline LLC (ETC) Clarrington Compressor Station Powhatan Point, OH	General Contractor	Rover Pipeline LLC division of Energy Transfer	\$13,162,737.00	Danny Grantham ETC Non-Disclose	Danny Grantham ETC Non-Disclose	Nov. 2017	80

Project	Contract Type	Client	Est. Value	Owner Info	Arch. Info	Comp	%
First Energy Corporation Vehicle & Coal Yard Tanks Pleasants Power Station, WV	General Contractor	First Energy Corporation	\$587,705.10	Steve Gill First Energy Corp (330) 413-1512	Steve Gill First Energy Corp (330) 413-1512	Oct. 2017	100
Eramet Marietta, Inc. NESHAP Envir. Compliance Marietta, OH	Design/Build	Eramet Marietta, Inc.	\$4,576,347.56	Frank Vallera Eramet Marietta, Inc. (740) 374-1037	Ryan Taylor Pickering Assoc. (304) 464-5305	Oct. 2017	80
Kraton Polymers G2 Cobalt Conv. Effluent Mods. Belpre, OH	General Contractor	Kraton Polymers	\$633,582.52	Christopher Rettenberger Kraton Polymers (740) 423-2699	Christopher Rettenberger Kraton Polymers (740) 423-2699	Oct. 2017	80
Kuraray America, Inc. Recycle D&R Washington, WV	General Contractor	Kuraray America, Inc.	\$498,809.00	Ron Tutundji Kuraray American, Inc. (304) 464-5305	Jesse Daulbert Pickering Associates (304) 464-5305	Oct. 2017	75
Kuraray America, Inc. Engineering Center Washington, WV	General Contractor	Kuraray America, Inc.	\$616,005.00	Chad Morrison Kuraray America, Inc. (304) 464-5305	Christopher Algin Pickering Associates (304) 464-5305	Oct. 2017	65
Rover Pipeline LLC (ETC) Cadiz Compressor Station Cadiz, OH	General Contractor	Rover Pipeline LLC division of Energy Transfer	\$13,791,326.00	Danny Grantham ETC Non-Disclose	Danny Grantham ETC Non-Disclose	Oct. 2017	80
MarkWest/Ohio Fractionation Hopedale P6 Tie-In Project Hopedale, OH	General Contractor	MarkWest Energy Partners LP	\$1,471,710.00	Michael Fischer MarkWest (412) 660-7339	Michael Fischer MarkWest (412) 660-7339	Oct. 2017	100
John Marshall High School BP#5 Renovations Moundsville, WV	General Contractor	Marshall County Schools	\$6,031,000.00	Marshall Cty Schools (304) 843-4405	Sean Simon Silling Associates (304) 346-0565	Oct. 2017	55
Momentive Performance Materials Mobile Tank Farm Expansion Friendly, WV	General Trades	Momentive Performance Materials	\$1,584,219.00	Mike Fackelman Momentive Perform. (340) 652-8487	Mike Fackelman Momentive Performance (340) 652-8487	June 2017	75
MarkWest Friendship Dehy Mechanical/Electrical Install Dillonvale, OH	General Contractor	MarkWest Energy Partners LP	\$8,085,555.00	Dan Virgin MarkWest (330) 691-0076	Dan Virgin MarkWest (330) 691-0076	May 2017	60
Kuraray America, Inc. Cargo Caire D & R Washington, WV	General Contractor	Kuraray America, Inc.	\$272,346.00	Chad Morrison Kuraray America, Inc. (304) 464-5305	Christopher Algin Pickering Associates (304) 464-5305	May 2017	100
Mid-Ohio Valley Regional Council Interior Build-Out of 709 Market St. Parkersburg, WV	General Contractor	Mid-Ohio Valley Regional Council	\$594,800.00	Carol Jackson MOV Regional Council (304) 422-4993	Carol Jackson MOV Regional Council (304) 422-4993	May 2017	60
Levitt Funeral Home New Crematory Facility Parkersburg, WV	General Contractor	Leavitt Funeral Home	\$576,691.55	Jon Leavitt Leavitt Funeral Home (304) 422-6459	Ron Arnold Pickering Assoc. (304) 464-5305	May 2017	60
Kuraray America Inc. Line 2 Tower Found/Structural Washington, WV	General Contractor	Kuraray America, Inc.	\$498,150.00	Chad Morrison Kuraray America, Inc. (304) 464-5305	Jesse Daulbert Pickering Associates (304) 464-5305	Feb. 2017	90
MarkWest Larew CS Mechanical/Electrical Install Beallsville, OH	General Contractor	MarkWest Energy Partners LP	\$11,433,812.00	Bob Bates MarkWest (330) 432-3778	Bob Bates MarkWest (330) 432-3778	Feb. 2017	65
Rock Springs Industrial Park Flex Building #1 Chester, WV	Design/Build	Business Development Corporation of the Northern Panhandle	\$1,837,166.00	Patrick Ford BDC of WV North P (304) 748-5041	Kevin Turkall Designstream LLC (412) 325-2100	Feb. 2017	85

Project	Contract Type	Client	Est. Value	Owner Info	Arch. Info	Comp	%
Ohio CAT Facility Pre-Engineered Buildings Youngstown, OH	Pre-Engineered Bldg - Supply & Erection	Ohio CAT	\$1,071,847.00	Nick Marcuse Marous Bros Cons. (440) 951-3904	Nick Marcuse Marous Bros Cons. (440) 951-3904	Dec. 2016	85
MarkWest - Cadiz Facility Underground Storage Tanks Cadiz, OH	General Contractor	MarkWest Utica EMG	\$820,012.00	Scott Fischer MarkWest (330) 432-0835	Scott Fischer MarkWest (330) 432-0835	Dec. 2016	75
Camden Clark Medical Center Emergency Dept. Tower Add. Parkersburg, WV	General Trades	Camden Clark Medical Center	\$10,062,369.00	Barry Justice CCM Hosp Corp (304) 424-2287	Ron Arnold Pickering Assoc. (304)464-5305	Oct. 2016	50
MarkWest/Ohio Fractionation North Storage Frnds/Grounding Hopedale, OH	General Contractor	MarkWest Energy Partners LP	\$1,058,300.00	Dean Martin MarkWest (740) 946-1525	Dean Martin MarkWest (740) 946-1525	Oct. 2016	75
AEP Darby Plant Pre-Engineered Buildings Mt. Sterling, OH	Pre-Engineered Bldg - Supply & Erection	American Electric Power	\$432,475.00	Jason Baker AEP (614) 716-2474	Joseph Charles Sargent & Lundy (312) 269-6428	Oct. 2016	90
MarkWest - Tri-County & Humphrey VRU Installation Barnesville, OH	General Contractor	MarkWest Energy Partners LP	\$352,353.00	Bob Bates MarkWest (330) 432-3778	Bob Bates MarkWest (330) 432-3778	Oct. 2016	80
MarkWest - Sherwood DeEthanizer Feed West Union, WV	General Contractor	MarkWest Energy Partners LP	\$347,992.00	Kevin Sturgill MarkWest (304) 782-2814	Kevin Sturgill MarkWest (304) 782-2814	Nov. 2016	99
MarkWest - Sherwood Platform/Bollards West Union, WV	General Contractor	MarkWest Liberty Midstream & Resources, LLC	\$498,000.00	Kevin Sturgill MarkWest (304) 782-2814	Kevin Sturgill MarkWest (304) 782-2814	Oct. 2016	95
Parkersburg Brewing Company Parkersburg Brewing Co. Renov. Parkersburg, WV	General Trades	Parkersburg Brewing Company	\$276,700.00	Dan Curtis Pksbg Brewing Co. (740) 423-2950	Dan Curtis Pksbg Brewing Co. (740) 423-2950	Oct. 2016	70
Wetzel County Board of Education Short Line Music Room Addition Reader, WV	General Trades	Wetzel County Board of Education	\$526,450.00	Wetzel County Board of Education (304) 455-2411	Christina Schessler McKinley & Associates (304) 233-0140	Oct. 2016	60
Statewide Restrooms - Phase 1 McArthur, OH / Lore City, OH / Nashport, OH	General Contractor	Ohio Department of Natural Resources	\$469,500.00	Terrence Banberry Ohio DNR (614) 265-6950	Larry Rancour Schorr Architects (614) 798-2096	Aug. 2016	95
MarkWest - Sherwood DeEthanizer Heat Trace & Insulation West Union, WV	General Contractor	MarkWest Liberty Midstream & Resources, LLC	\$334,800.00	Kevin Sturgill MarkWest (304) 782-2814	Kevin Sturgill MarkWest (304) 782-2814	Aug 2016	77
John Marshall High School BP#3 & #4 Renovations Moundsville, WV	General Contractor	Marshall County Schools	\$12,630,535.00	Marshall Cty Schools (304) 843-4405	Sean Simon Silling Associates (304) 346-0565	June 2016	40
Hampton Inn- Wheeling Renovations & Addition Wheeling, WV	Design/Build	Hampton Inn Wheeling	\$2,417,060.00	Bob Hitchman Motel Property Dev. (304) 233-0440	Grae-Con	May 2016	40
MarkWest - Tri County CS Unit 4 & 5 Piping Tri County CS, Ohio	General Contractor	MarkWest Energy Partners LP	\$700,000.00	Bob Bates MarkWest (330) 432-3778	River Consulting	March 2016	100
Marietta Memorial Hospital New Two-Story Addition at Selby Campus	General Contractor	Marietta Memorial Hospital	\$1,546,400.00	Kevin Malcomb Marietta Mem. Hosp. (740) 374-1400	Bradley S. Payne, Architect, LLC (740) 749-3038	Feb 2016	70

Project	Contract Type	Client	Est. Value	Owner Info	Arch. Info	Comp	%
MarkWest - Larew CS Dehy B & C Larew CS, Ohio	General Contractor	MarkWest Energy Partners LP	\$2,073,700.00	Don Dunfee MarkWest (330) 432-4949	River Consulting	Jan 2016	90
MarkWest - Cadiz Meter Station TPL-18 Interconnect Cadiz Meter Station, Ohio	General Contractor	MarkWest Energy Partners LP	\$890,000.00	Walt Gibson MarkWest (330) 340-2252	Cenergy	Jan 2016	85
Ohio Coatings Company Shipping Building Expansion Yorkville, Ohio	Design/Build	Ohio Coatings Company	\$1,957,000.00	Lori Clark Ohio Coatings (740) 859-5500	Grae-Con	Jan 2016	75
Barney's Bakery New Bakery Facility Weirton, WV	Design/Build	JMJB LLC	\$1,531,288.00	Mary Jo Barney JMJB LLC (304) 670-5780	Grae-Con	Dec 2015	50
Kraton Polymers G2 C-9031 & C-9020 Repl. Belpre, OH	General Contractor	Kraton Polymers	\$370,440.00	Steve Riggins Kraton Polymers (740) 423-2353	Steve Riggins Kraton Polymers (740) 423-2353	Dec. 2015	84
HCHTA Landlord, LLC Colony Theatre Gen. Const. Ph 2 Marietta, Ohio	General Contractor	HCHTA Landlord, LLC	\$5,114,765.00	Hunt Brawley, JD HCHTA Landlord, LLC (740)373-0894	Ron Arnold Pickering Assoc. (304)464-5305	Nov 2015	40
Zoetis, LLC Lasalocid Area Debottlenecking Willow Island, WV	General Contractor	Zoetis, LLC	\$531,923.00	Jim Nolet Zoetis, LLC (304) 665-4055	Jim Nolet Zoetis, LLC (304) 665-4055	Nov 2015	100
Jackson County Airport T-Hanger Construction Paving Millwood, WV	General Contractor	Jackson County Commission	\$251,187.30	Buddy Dennis Jackson Cty. Comm. (304) 532-6781	Ken Ross NGC Corp. (317) 358-0450	Nov. 2015	50
DuPont Washington Works O2N2 Blanketing Salt 1 & 2 Reactors Washington, WV	General Contractor	E. I. DuPont DeNemours And Co	\$250,102.00	Jeff Keefer E. I. DuPont (304) 863-2708	Jeff Keefer E. I. DuPont (304) 863-2708	Nov. 2015	95
Orion Engineered Carbons Reactor Choke Project Belpre, Ohio	General Contractor	Orion Engineered Carbons LLC	\$562,815.00	Dan Langler Orion Eng. Carbons (832) 445-3317	Charlie Taylor Pickering Associates (304) 464-5305	Oct. 2015	90
Kraton Polymers UT/G1 Spill Containment Belpre, OH	General Contractor	Kraton Polymers	\$305,000.00	John Kuch Kraton Polymers (740) 423-2410	John Kuch Kraton Polymers (740) 423-2410	Oct 2015	100
Marietta Memorial Hospital PH II 25 Bed Nursing Unit Marietta, OH	General Contractor	Marietta Memorial Hospital	\$1,426,208.00	Kevin Malcomb Marietta Mem. Hosp. (740) 374-1400	Bradley S. Payne Architecture (740) 749-3038	Sep. 2015	60
Momentive Performance Mat'l's Locker Room Renovations Friendly, WV	Design/Build	Momentive Performance Materials	\$476,516.00	Bart Bills Momentive Perf. Mat'l (304) 652-8227	Bart Bills Momentive Perf. Mat'l (304)652-8227	Aug. 2015	60
Kraton Polymers G2 HMF Polymers Hot Oil Mech. Belpre, OH	General Contractor	Kraton Polymers	\$374,255.38	Chris Rettenberger Kraton Polymers (740) 423-2699	Chris Rettenberger Kraton Polymers (740) 423-2699	July 2015	100
Orion Engineered Carbons, LLC Mechanical Installation-U2 WCC Belpre, OH	General Contractor	Orion Engineered Carbons LLC	\$260,878.00	Dan Langler Orion Eng. Carbons (832) 445-3317	Charlie Taylor Pickering Associates (304) 464-5305	July 2015	100
Colgate-Palmolive Plant ESP #1 Replacement Cambridge, OH	General Contractor	Colgate-Palmolive	\$366,000.00	Jim Soule The Austin Company (216) 509-1253	Ryan Briggs Briggs Engineering (614) 771-5555	May 2015	80

Project	Contract Type	Client	Est. Value	Owner Info	Arch. Info	Comp	%
New Life Worship Center Renovate Bldg for Church Weirton, WV	Design/Build	New Life Worship Center	\$1,606,515.00	Pastor Mazeroski New Life Worship (304) 723-0777	Grae-Con	Feb 2015	50
Camden Clark Mem. Hospital Cath Lab Renovations Parkersburg, WV	General Contractor	CCMH	\$2,421,475.00	Martin Best Camden Clark (304)424-2287	Ron Arnold Pickering Assoc. (304) 464-5305	Feb. 2015	50
St. Marys HS & Athletic Facility New Construction St. Marys, WV	General Contractor	Pleasants County Board of Education	\$14,525,719.00	Mike Weils Pleasants Co. Sch. (304)684-7099	Kenton Blackwood Blackwood & Ass. (304)424-4428	Dec. 2014	29
Primanti Bros. New Restaurant Triadelphia, WV	General Contractor	Primanti Bros.	\$1,800,000.00	Mike Kratsas Primanti Bros. (412) 325-2455	Mike Kratsas Primanti Bros. (412) 325-2455	Dec 2014	30
Augusta Compressor Station Equipment Foundations Kensington, Ohio	General Contractor	Access Midstream	\$895,000.00	Ben Kittka Access Midstream (405) 727-1070	Ben Kittka Access Midstream (405) 727-1070	Sept 2014	85
ISFSI Excavate/New Warehouse Beaver Valley Power Station Shippingport, PA	General Contractor	First Energy	\$8,096,550.00	Kathy McIntyre First Energy Corp. (440) 251-6158	Ed O'Hara ENERCON (973) 601-0510	Sept 2014	40
Weirton Medical Center Oncology Interior Fit Out Weirton, WV	General Contractor	Weirton Medical Center	\$421,000.00	David Artman WMC (304) 748-5555	David McLean McLean Architects (412) 381-3300	Sept 2014	40
Harding Middle School Addition & Renovation Steubenville, OH	Design/Build	Steubenville City Schools	\$1,176,729.00	Mike Bauman Steub. City Sch. (740) 282-3767	Grae-Con	Aug 2014	20
Kraton Polymers BSEP Equipment Installation Belpre, Ohio	General Contractor	Kraton Polymers	\$978,389.00	Bob Roesch Kraton Polymers (740) 423-2839	Bob Roesch Kraton Polymers (740) 423-2838	Oct. 2014	100
Marietta City Hall Renovations Marietta, Ohio	General Contractor	City of Marietta	\$2,254,958.00	Jonathan C. Hupp City of Marietta (740) 373-1387	Ron Arnold Pickering Assoc. (304) 464-5305	Oct 2014	60
Kraton Polymers BSEP Structural Steel Pkg. Belpre, Ohio	General Contractor	Kraton Polymers	\$1,132,928.00	Bob Roesch Kraton Polymers (740) 423-2839	Bob Roesch Kraton Polymers (740) 423-2838	Dec 2014	100
Mountain State Carbon T&M Maintenance Work 2014 Follansbee, WV	General Contractor	Mountain State Carbon	\$1,914,589.00	Mike Pouch Mtn. State Carbon (412) 352-2109	Management Mtn. State Carbon	Dec 2014	100
Orion Engineered Carbons Found./Steel New Conveyor Syst. Belpre, Ohio	General Contractor	Orion Engineered Carbons LLC	\$524,600.00	Dan Langler Orion Eng. Carbons (832) 445-3317	Dan Langler Orion Eng. Carbons (832) 445-3317	Oct 2014	95
Antero Resources Appalachian Mountain Compressor Station Pennsboro, WV	Subcontractor	Schwob Energy Services	\$1,919,037.00	Kevin McDonald Schwob Energy Serv. (972) 243-7674	Kevin McDonald Schwob Energy Serv. (972) 243-7674	Nov 2014	95
Kraton Polymers BSE Foundations Belpre, Ohio	General Contractor	Kraton Polymers	\$1,643,484.00	Bob Roesch Kraton Polymers (740) 423-2839	Matt Iadipaolo HDR Inc. (734) 332-6472	Oct 2014	100
Kraton Polymers STG Bldg. & Site Utilities Belpre, OH	General Contractor	Kraton Polymers	\$1,271,127.00	Bob Roesch Kraton Polymers (740)423-2839	Matt Iadipaolo HDR Inc. (734) 332-6472	Nov 2014	90

Project	Contract Type	Client	Est. Value	Owner Info	Arch. Info	Comp	%
Skyvue Elementary New Construction Graysville, OH	General Trades	Switzerland of Ohio School District	\$4,774,000.00	Rick Milhoan PCS, Inc. (304) 242-5066	Bryon H. Manchester BSHM (614) 447-9770	Aug 2014	25
Allegheny Energy Corporation Civil / Structural Maintenance Various - WV, MD, PA, IN, KY	General Contractor	Allegheny Energy	Time & Material	Kim Nicassio Allegheny Energy (724) 838-6426	Kim Nicassio Allegheny Energy (724) 838-6426	3 Yr Contract: Exp Aug 2014	100
First Energy General Maintenance Contract Sammis, Burger, & Bruce Mansfield	General Contractor	First Energy	Time & Material	Joseph Kalan First Energy (330) 348-3766	Joseph Kalan First Energy (330) 348-3766	3 Yr Contract: Exp Aug 2014	100
Ohio CAT Facility Pre-Engineered Buildings Cadiz, OH	Pre-Engineered Bldg - Supply & Erection	Ohio CAT	\$1,070,554.00	Nick Marcuse Marous Bros Cons. (440) 951-3904	Nick Marcuse Marous Bros Cons. (440) 951-3904	Aug 2014	90
Marietta Memorial Hospital 1st Floor Renovations Marietta, Ohio	General Contractor	Marietta Memorial Hospital	\$3,222,000.00	Tammy Hundley MMH (740) 374-1723	Bradley S. Payne Architecture (740) 749-3038	Aug 2014	30
Superpulsator Building Steubenville WTP Steubenville, Ohio	General Contractor	City of Steubenville	\$372,018.00	Mike Dolak City of Steubenville (740) 283-6000	John Swaney MWH Global (216) 298-0685	July 2014	70
AEP Waterford Facility 60 x 60 PEMB North Warehouse Waterford, Ohio	Pre-Engineered Bldg - Supply & Erection	Ohio Power Company	\$203,970.00	Thomas Alberts AEP Waterford (740) 984-3203	Thomas Alberts AEP Waterford (740) 984-3203	July 2014	100
T-Hangar Building Project New Construction Ravenswood, WV	General Contractor	Jackson County Commission	\$350,200.00	Buddy Dennis Jackson Cty Airport (304) 273-8114	Ken Ross NGC Corp. (877) 642-2677	July 2014	50
Site Improvements John Marshall HS Glendale, WV	General Contractor	Marshall County Board of Education	\$819,000.00	Ron Blatt PCS, Inc. (304) 242-5066	Sean Simon Silling Associates (304) 346-0565	July 2014	25
Police Annex Building New Addition (Existing Firehall) Vienna, WV	General Contractor	City of Vienna	\$584,389.00	Rob Rush City Of Vienna (304)295-5070	Ron Arnold Pickering Associate (304)464-5305	Mar 2014	65
Kraton Polymers QA Lab Expansion Belpre, Ohio	General Contractor	Kraton Polymers	\$682,687.00	Rick Mayle Kraton Polymers 740-423-2521	Rick Mayle Kraton Polymers 740-423-2521	Feb 2014	60
River High School Additions & Renovations Hannibal, OH	General Trades	Switzerland of Ohio School District	\$8,947,203.00	Rick Milhoan PCS, Inc. (304) 242-5066	Bryon H. Manchester BSHM (614) 447-9770	Jan 2014	35
Kraton Polymers Semi-Works Misc. Gen. Contract Belpre, Ohio	General Contractor	Kraton Polymers	\$266,000.00	Mike Ross Kraton Polymers (740)423-2615	Mike Ross Kraton Polymers (740)423-2615	Jan 2014	80
Kraton Polymers Semi-Works Const. Mgmt Serv. Belpre, Ohio	Construction Manager General Trades	Kraton Polymers	\$213,000.00	Mike Ross Kraton Polymers (740)423-2615	Mike Ross Kraton Polymers (740)423-2615	Jan 2014	100
Kraton Polymers S.W. Module Reassembly Belpre, Ohio	General Contractor	Kraton Polymers	\$384,410.00	Mike Ross Kraton Polymers (740)423-2615	Mike Ross Kraton Polymers (740)423-2615	Dec 2013	85
Parkersburg High School PHS Stadium Reno - Gen Trades Parkersburg, WV	General Contractor	Wood County Schools	\$720,591.00	Gary Cooper Wood Cty Schools (304) 420-9663	Ryan Taylor Pickering Associates 304-464-5305	Oct 2013	85

Project	Contract Type	Client	Est. Value	Owner Info	Arch. Info	Comp	%
Parkersburg High School PHS Stadium Reno - Precast Parkersburg, WV	General Contractor	Wood County Schools	\$992,300.00	Gary Cooper Wood Cty Schools (304) 420-9663	Ryan Taylor Pickering Associate 304- 464-5305	Oct 2013	90
Oak Glen HS & Weir HS Casework New Cumberland/Weirton, WV	General Contractor	Hancock County School	\$350,000.00	Ron Blatt PCS, Inc. (304) 242-5066	Tom Worledge McKinley & Assoc. (304) 340-4267	Sept 2013	100
Oak Glen HS & Weir HS Renovations New Cumberland/Weirton, WV	General Contractor	Hancock County School	\$2,249,000.00	Ron Blatt PCS, Inc. (304) 242-5066	Tom Worledge McKinley & Assoc. (304) 340-4267	Sept 2013	15
Kraton Polymers Semi-Works Ext. Paving/Site Finish Belpre, Ohio	General Contractor	Kraton Polymers	\$253,935.00	Mike Ross Kraton Polymers (740)423-2615	Mike Ross Kraton Polymers (740)423-2615	Sept 2013	100
New Semi-Works Building Supply & Erect Belpre, Ohio	General Contractor	Kraton Polymers	\$658,355.00	Mike Ross Kraton Polymers (740)423-2615	Mike Ross Kraton Polymers (740)423-2615	Sept 2013	100
Marietta City Schools Auditorium-Walk Encl./Classroom Marietta, Ohio	General Contractor	Marietta City School District	\$596,300.00	Dave Davis Marietta City Sch. (740)374-6500	David Haught DLH Design LLC (740) 373-8841	Sept 2013	80
Pennsboro WWTP New Facility Pennsboro, WV	General Contractor	City of Pennsboro	\$1,690,786.00	Mary Jane Allen Mayor Non-Disclose	Michael Davis Burgess & Niple, Inc. (304)485-8541	Aug 2013	70
National Colloid Warehouse Addition Steubenville, OH	General Contractor	Access Midstream	\$235,000.00	Rachel Robinson Access Midstream Non-Disclose	Rachel Robinson Access Midstream Non-Disclose	Aug 2013	90
Archer Compressor Facility New MCC Building Cadiz, OH	General Contractor	Access Midstream	\$235,000.00	Rachel Robinson Access Midstream Non-Disclose	Rachel Robinson Access Midstream Non-Disclose	Aug 2013	90
WV Univ. @ Parkersburg Main Bldg. Access Control Ph. 1 Parkersburg, WV	General Contractor	West Virginia University at Parkersburg	\$328,550.00	Kevin Offenberger WV University (304) 424-8324	Ron Arnold Pickering Associates (304) 464-4428	June 2013	10
Compressor Facility Control/Operations Building Carrollton, OH	General Contractor	Chesapeake Midstream	\$271,316.00	Ray Rascoe Chesapeake Midstream Non-Disclose	Ray Rascoe Chesapeake Midstream Non-Disclose	Mar 2013	40
Compressor Facility Foundations, Piping, & Equipment Carrollton, OH	General Contractor	Chesapeake Midstream	\$6,000,000.00	Ray Rascoe Chesapeake Midstream Non-Disclose	Ray Rascoe Chesapeake Midstream Non-Disclose	Feb 2013	20
Powhatan PK-8 New Facility Powhatan Point, OH	General Contractor	Switzerland of Ohio School District	\$5,116,649.00	Rick Milhoan PCS, Inc. (304) 242-5066	Bryon H. Manchester BSHM (614) 447-9770	Jan 2013	35

■ Management Profile: Robert A. Gribben, Jr.



President

Mr. Gribben is the founder and owner of Grae-Con. He has over 40 years of construction experience, with a majority of his tenure spent in upper management beginning with his father's company, Robert A. Gribben Construction from 1978, until Grae-Con's beginning in 1987. He is Principal-In-Charge of all operations, including but not limited to- personnel management, design management, estimating, project management and coordination of a majority of the projects in progress. Additionally, he directs the coordination and preparation for value engineering services, constructability reviews and adherence to contract documents on these elements. Under Mr. Gribben's direction, Grae-Con has completed numerous construction management, design/build, and general construction projects for some of the valley's leading corporate, industrial, institutional, healthcare, and retail clients.

Education/Certifications

- B.S. Business and Economics; Morehead State University, 1972
- Graduate Studies in Construction Technology; Bowling Green State University, 1974
- Various Jack Miller Seminars – Contract Negotiations, Marketing, Design/Build/Lease – from 1982 - Present
- OSHA 10 and 30 Hour Safety Training

Brief Listing of Project Experience

Institutional

- Steubenville High School Additions and Renovations– Steubenville, OH
- Harding Middle School Additions – Steubenville, OH
- Barnesville Elementary School – Barnesville, OH
- Union Local Schools – Morristown, OH
- Wellsville High School – Wellsville, OH
- Wood County Schools (7 Separate Bid Packages) – Williamstown & Parkersburg, WV
- Trinity Health Systems Medical Office Building – Steubenville, OH
- Trinity Health Systems Tony Teramana Cancer Addition – Steubenville, OH

Industrial/Gas & Chemicals

- Duke/Flour Daniel - Belpre, OH
- Ohio Edison/First Energy W.H. Sammis Plant Water Treatment Facility - Stratton, OH
- Ohio Edison/First Energy W.H. Sammis Plant FGD Project – Stratton, OH
- Wheeling Nisshin Expansion - Follansbee, WV
- RollCoaters - Weirton, WV
- Allegheny Energy Pleasants Power Station Water Treatment Facility – Willow Island, WV
- Steubenville Water Treatment Plant – Steubenville, OH
- Access Midstream Augusta Phase 3 Foundations – Augusta, Ohio
- Chesapeake/Access Midstream Carrollton Compressor Facility – Carrollton, Ohio
- Armstrong World Industries New Plant – Millwood, WV
- MarkWest Energy Partners – Various Locations
- Kuraray America D & R Scrubber – Washington, WV

Commercial

- J.C. Penney Store – Steubenville, OH
- Elmhurst House of Friendship - Wheeling, WV
- Highlands Town Centre Building #1 – Triadelphia, WV
- Highlands Town Centre Building #5 – Triadelphia, WV
- 120,000 SF Silgan Plastics Distribution Center – Triadelphia, WV
- New Life Worship Center Church – Weirton, WV
- New Barney's Bakery – Weirton, WV

Corporate Office

P.O. Box 1778 • 880 Kingsdale Road • Steubenville, OH 43952
Phone: (740) 282-6830 • Fax: (740) 282-6849

Regional Office

101 Industry Road • Marietta, OH 45750
Phone: (740) 373-0849 • Fax: (740) 373-0863

OUR LAST JOB IS OUR REPUTATION

■ Management Profile: Robert A. Gribben, III



Vice President

Rob has been working for Grae-Con since 1996 and joined the company full time in 2000. As Vice President, Rob assists the President in overseeing all operations, including personnel management, project management and coordination of large contract projects, and design management for design/build projects. He is the Chairman of the Safety Committee and performs training on our project management and accounting systems for newly promoted or hired management staff. Rob is also the President of Grae-Con Process Piping where he oversees all operations and personnel for an industrial piping company. Rob's education and certifications are listed below along with a partial list of his project experience.

Education/Certifications/Community Involvement

- B.S. Construction Systems Management, The Ohio State University
- Masters Studies Civil Engineering, Youngstown State University
- Primavera P3 CPM Scheduling Certification, 2005
- Jack Miller Contractor Network Seminars, 2002-Present
- Jack Miller Marketing, 2003
- Jack Miller Design/Build/Lease/Finance, 2007
- Jack Miller TQM, 2010
- OSHA 10 and 30 Hour Safety Training
- OSHA Forklift Operator Certification
- Urban Land Institute Real Estate Development Certification
- Jefferson County Chamber Board Member
- Past Vice President Progress Alliance
- Historic Fort Steuben Board Member
- Ohio Valley Construction Employers Council Board Member

Brief Listing of Project Experience

Institutional

- Parkersburg South High School - Parkersburg, WV
- Lincoln County High School- Hamlin, WV
- Marietta College Library- Marietta, OH
- Marietta College Anderson Hancock Planetarium- Marietta, OH

Industrial/Gas & Chemicals

- DuPont Carbon Unit Additions
- Access Midstream Compressor Station- Carrollton, OH
- Crown Cork Plant #78 Coater Line Enclosures- Weirton, WV
- MarkWest Energy Partners LP Compressor Sites – Various Locations
- Williams Energy Compressor Sites – Various Locations

Commercial /Governmental

- Washington County Jail- Marietta, OH
- South Parkersburg Baptist Church- Parkersburg, WV
- Steubenville City Parks Design/Build- Steubenville, OH
- Steubenville Water Treatment Plant- Steubenville, OH

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OUR LAST JOB IS OUR REPUTATION

■ Management Profile: Edward W. Gribben, P.E.



Vice President / Regional Office Manager

Ed has almost 40 years experience in the construction field. Ed started as a project manager for his father's company in 1978. Utilizing his Engineering Degree, he led the company's operations in the Design/Build field. He moved to Florida in 1986 and founded Gribben Construction, which he still owns and operates on a part-time basis. Ed started working full time with Grae-Con in 2011 as Office Manager, Estimator and Senior Project Manager for the Marietta Regional Office, and is now one of the Vice Presidents in our organization.

Education/Certifications

- B.S. Construction Management, Bowling Green State University
- B.S. Civil Engineering, Carnegie Mellon University
- Ohio Professional Registered Engineer

Brief Listing of Project Experience

Design / Build Project Types

- Manufacturing Plants
- Restaurants
- Athletic Complexes
- Offices
- Grocery Stores
- Custom Residential Estate Homes

Commercial / Institutional

- Latter Day Saints Churches – Wintersville, Ohio & Elkins, WV
- St. John's Hospital (now Trinity Medical Center West) 3 Story Addition – Steubenville, OH
- Gift Wrap Office Building – Stuart, FL
- Skids on the Water Restaurant – Stuart, FL
- Always & Forever Retail Store – Stuart, FL
- DMV Office Complex – Parkersburg, WV
- Jackson County Airport T-Hangar – Millwood, WV
- Camden Clark Emergency Room Addition (56,000 SF) – Parkersburg, WV
- St. Marys High School/Athletic Facility – St Marys, WV
- Marietta Memorial Hospital – Marietta, Ohio

Industrial

- Polymer Alliance 80,000 SF Spec Process Building – Davisville, WV
- Pennsboro Wastewater Treatment Plant Improvements – Pennsboro, WV
- Eramet NESHAP – Marietta, OH
- Kurray Line 2 Dryer, Tower Addition – Washington, WV

Residential

- Custom Homes, ranging from \$500,000 to \$3,000,000 – Stuart, FL
- 86 Home Development – Palm City, FL

Corporate Office

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OUR LAST JOB IS OUR REPUTATION

GRAE-CON CONSTRUCTION, INC.
STEUBENVILLE, OHIO

REVIEWED FINANCIAL STATEMENTS

YEARS ENDED APRIL 30, 2019 AND 2018

CPA

Michael G. DiDomenico
Certified Public Accountant

401 Market Street, Suite 305
Steubenville, OH 43952

(740) 282-4385
FAX (740) 282-7539

INDEPENDENT ACCOUNTANT'S REVIEW REPORT

BOARD OF DIRECTORS
GRAE-CON CONSTRUCTION, INC.
STEUBENVILLE, OH 43952

I have reviewed the accompanying financial statements of **GRAE-CON CONSTRUCTION, INC.**, (an Ohio corporation) which comprise the balance sheets as of **April 30, 2019 and 2018**, and the related statements of income (loss) and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, I do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

Accountant's Responsibility

My responsibility is to conduct the review engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require me to perform procedures to obtain limited assurance as a basis for reporting whether I am aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. I believe that the results of my procedures provide a reasonable basis for my conclusion.

Accountant's Conclusion

Based on my reviews, except for the issues noted in the Known Departures From Accounting Principles Generally Accepted in the United States of America paragraph, I am not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

GRAE-CON CONSTRUCTION, INC.

TABLE OF CONTENTS

INDEPENDENT ACCOUNTANT'S REVIEW REPORT	PAGE NO.	1 - 2
BALANCE SHEETS April 30, 2019 and 2018		3 - 4
STATEMENTS OF INCOME (LOSS) AND RETAINED EARNINGS Years Ended April 30, 2019 and 2018		5
STATEMENTS OF CASH FLOWS Years Ended April 30, 2019 and 2018		6 - 7
NOTES TO THE FINANCIAL STATEMENTS		8 - 28
SUPPLEMENTARY INFORMATION		29

CPA

Michael G. DiDomenico
Certified Public Accountant

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Known Departures From Accounting Principles Generally Accepted in the United States of America

As disclosed in Note B to the financial statements, Accounting Principles Generally Accepted in the United States of America require that contract costs include all direct costs and indirect costs related to contract performance. Management has informed me that contract costs in the accompanying financial statements do not include all indirect costs related to contract performance. Furthermore, as disclosed in Notes I, J and W to the financial statements, the Company is the primary beneficiary of several variable interest entities that in accordance with accounting principles generally accepted in the United States of America, should be consolidated in the Company's financial statements. Management has informed me that the Company's financial statements do not include the accounts of these variable interest entities. The effects of these departures from accounting principles generally accepted in the United States of America on the financial position, results of operations, and cash flows have not been determined.

Other Matter

The accompanying supplementary information contained in Schedules A, B, C, D, E, F and G is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. I have not audited or reviewed such information and, I do not express an opinion, a conclusion, nor provide any assurance on it.

M. G. DiDomenico, CPA

December 2, 2019

GRAE-CON CONSTRUCTION, INC.
BALANCE SHEETS
APRIL 30, 2019 AND 2018
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

ASSETS		<u>2019</u>	<u>2018</u>
CURRENT ASSETS			
Cash and money market accounts	\$	1,677,458	\$ 6,237,138
Accounts receivable - contracts, including amounts retained by customers in accordance with contract provisions of \$4,127,569 in 2019 and \$2,398,647 in 2018		13,588,589	9,358,442
- affiliate - Special Installations, Inc. - advances		49,565	-
- affiliate - Grae-Con Process Piping, LLC - advances		336,790	70,368
- affiliate - Grae-Con Electric, LLC - advances		65,082	-
- affiliate - Smith Brothers Erection, Inc. - advances		10,684	-
- other		11,300	-
Federal, state and local income tax overpayments		403,614	20,064
Costs and estimated earnings in excess of billings on uncompleted contracts		988,154	2,121,294
Prepaid insurance		182,222	155,538
Total Current Assets	\$	<u>17,313,458</u>	<u>\$ 17,962,844</u>
PROPERTY AND EQUIPMENT			
Leasehold improvements	\$	1,895,821	\$ 1,645,216
Vehicles		2,089,295	1,725,867
Tools and equipment		2,036,967	1,912,015
Furniture and fixtures		322,625	326,576
Construction in process		-	39,937
	\$	<u>6,344,708</u>	<u>\$ 5,649,611</u>
Less: Accumulated depreciation and amortization		(4,019,562)	(3,634,821)
	\$	<u>2,325,146</u>	<u>\$ 2,014,790</u>
OTHER ASSETS			
Advances to shareholder and employees	\$	33,806	\$ 33,806
Cash value of life insurance		612,648	578,680
Deferred income tax charge		614,278	20,137
Investment in Grae-Con Electric, LLC		606,786	557,345
Investment in Grae-Con Process Piping, LLC		-	253,305
Workers' compensation and other deposits		-	15,734
	\$	<u>1,867,518</u>	<u>\$ 1,459,007</u>
		<u>\$ 21,506,122</u>	<u>\$ 21,436,641</u>

See accompanying notes to the financial statements

LIABILITIES		<u>2019</u>	<u>2018</u>
CURRENT LIABILITIES			
Line of credit	\$	2,980,000	\$ 2,600,000
Current portion of long-term debt		349,086	270,262
Accounts payable - trade - including amounts retained from subcontractors pending completion and acceptance of jobs totaling \$1,945,852 in 2019 and \$2,719,389 in 2018		6,217,674	6,535,144
- affiliate - Smith Brothers Erection, Inc. - contract costs		171,522	140,919
- affiliate - Grae-Con Process Piping, LLC - contract costs		2,965,772	2,138,625
- affiliate - Grae-Con Electric, LLC - contract costs		653,480	133,547
Estimated losses on uncompleted contracts		64,401	87,351
Billings in excess of costs and estimated earnings on uncompleted contracts		1,951,243	1,405,473
Deficiency in net assets of Grae-Con Process Piping, LLC		1,076,233	-
Compensation and amounts withheld therefrom		102,371	503,178
Other current liabilities		213,867	57,943
Accrued and deferred income taxes		55,312	592,796
Total Current Liabilities	\$	<u>16,800,961</u>	<u>\$ 14,465,238</u>
LONG - TERM LIABILITIES			
Notes payable	\$	485,946	\$ 413,581
Deferred compensation		276,876	264,916
	\$	<u>762,822</u>	<u>\$ 678,497</u>
	\$	<u>17,563,783</u>	<u>\$ 15,143,735</u>
SHAREHOLDER'S EQUITY			
CAPITAL STOCK			
No par value			
Authorized - 500 shares			
Issued - 100 shares	\$	33,333	\$ 33,333
RETAINED EARNINGS		<u>3,909,006</u>	<u>6,259,573</u>
	\$	<u>3,942,339</u>	<u>\$ 6,292,906</u>
	\$	<u>21,506,122</u>	<u>\$ 21,436,641</u>

See accompanying notes to the financial statements

GRAE-CON CONSTRUCTION, INC.
STATEMENTS OF INCOME (LOSS) AND RETAINED EARNINGS
YEARS ENDED APRIL 30, 2019 AND 2018
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	<u>2019</u>	<u>2018</u>
CONTRACT REVENUES EARNED	\$ 96,730,457	\$ 97,922,842
COST OF REVENUES EARNED INCLUDING PROVISIONS FOR LOSSES ON UNCOMPLETED CONTRACTS IN THE AMOUNT OF \$64,401 IN 2019 AND \$87,351 IN 2018	<u>91,961,102</u>	<u>88,700,285</u>
GROSS PROFIT	\$ 4,769,355	\$ 9,222,557
INDIRECT COSTS AND ADMINISTRATIVE EXPENSES	<u>6,332,412</u>	<u>7,329,395</u>
OPERATING INCOME (LOSS)	<u>\$ (1,563,057)</u>	<u>\$ 1,893,162</u>
OTHER INCOME (EXPENSE)		
Bad debt recoveries	\$ -	\$ 227,217
Gain on sale of property and equipment	10,553	41,426
Interest expense	(168,038)	(117,606)
Interest income	-	48,392
Income (loss) Grae-Con Process Piping, LLC	(1,329,538)	625,154
Income Grae-Con Electric, LLC	49,974	136,039
Miscellaneous income	13,550	13,913
	<u>\$ (1,423,499)</u>	<u>\$ 974,535</u>
INCOME (LOSS) BEFORE PROVISION (CREDIT) FOR INCOME TAXES	\$ (2,986,556)	\$ 2,867,697
PROVISION (CREDIT) FOR INCOME TAXES	<u>(635,989)</u>	<u>909,509</u>
NET INCOME (LOSS)	\$ (2,350,567)	\$ 1,958,188
RETAINED EARNINGS - BEGINNING OF YEAR	6,259,573	4,401,385
DIVIDENDS PAID \$1,000 PER SHARE IN 2018	<u>-</u>	<u>(100,000)</u>
RETAINED EARNINGS - END OF YEAR	<u>\$ 3,909,006</u>	<u>\$ 6,259,573</u>

See accompanying notes to the financial statements

GRAE-CON CONSTRUCTION, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED APRIL 30, 2019 AND 2018
(SEE INDEPENDENT ACCOUNTANT'S REVIEW REPORT)

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income (loss)	<u>\$(2,350,567)</u>	<u>\$ 1,958,188</u>
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Depreciation and amortization	\$ 602,145	\$ 479,497
Bad debts	17,187	30,313
(Gain) on sale of property and equipment	(10,553)	(41,426)
(Increase) in cash value of life insurance	(33,968)	(34,652)
Deferred taxes	(633,617)	176,035
(Income) loss of Grae-Con Process Piping, LLC, net of withdrawals of \$ -0- in 2019 and \$513,045 in 2018	1,329,538	(112,109)
(Income) of Grae-Con Electric, LLC, net of withdrawals of \$533 in 2019 and \$57,222 in 2018	(49,441)	(78,817)
Deferred compensation	11,960	11,242
Change in assets and liabilities:		
(Increase) decrease in accounts receivable	(4,247,334)	520,332
(Increase) decrease in accounts receivable - other	(11,300)	1,340
(Increase) decrease in costs and estimated earnings in excess of billings on uncompleted contracts	1,133,140	(544,226)
(Increase) in prepaid insurance	(26,684)	(13,179)
Collection of note receivable - Acero Junction, Inc.	-	227,216
Decrease in workers' compensation and other deposits	15,734	14,106
Increase (decrease) in accounts payable	1,060,213	(1,517,575)
Increase (decrease) in estimated losses on uncompleted contracts	(22,950)	85,791
Increase in billings in excess of costs and estimated earnings on uncompleted contracts	545,770	905,500
Increase (decrease) in compensation and amounts withheld therefrom	(400,807)	441,275
Increase (decrease) in other current liabilities	155,924	(42,312)
(Increase) decrease in federal, state and local income tax overpayments	(383,550)	259,599
Increase (decrease) in accrued income taxes	(498,008)	499,705
Total Adjustments	<u>\$(1,446,601)</u>	<u>\$ 1,267,655</u>
Net Cash Provided (Used) by Operating Activities	<u>\$(3,797,168)</u>	<u>\$ 3,225,843</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of assets	\$ 29,900	\$ 51,611
Purchase of property and equipment	(413,212)	(509,811)
(Increase) decrease in advance to affiliate - Special Installations, Inc.	(49,565)	3,338
(Increase) in advance to affiliate - Smith Brothers Erection, Inc.	(10,684)	-
(Increase) decrease in advance to affiliate - Grae-Con Process Piping, LLC	(266,422)	1,230,402
(Increase) decrease in advance to affiliate - Grae-Con Electric, LLC	(65,082)	2,000
Net Cash Provided (Used) in Investing Activities	<u>\$(775,065)</u>	<u>\$ 777,540</u>

(continued)

See accompanying notes to the financial statements

GRAE-CON CONSTRUCTION, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED APRIL 30, 2019 AND 2018
(SEE ACCOUNTANT'S COMPILATION REPORT)
(CONTINUED)

	<u>2019</u>	<u>2018</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Net borrowings under line of credit	\$ 380,000	\$ 800,000
Principal payments on long-term debt	(367,447)	(146,599)
Dividends paid	-	(100,000)
Net Cash Provided by Financing Activities	<u>\$ 12,553</u>	<u>\$ 553,401</u>
 NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	 \$ (4,559,680)	 \$ 4,556,784
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>6,237,138</u>	<u>1,680,354</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u><u>\$ 1,677,458</u></u>	<u><u>\$ 6,237,138</u></u>



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List of Subcontractors

PROJECT: *(Name and address)*

Cedar Lakes Assembly Hall
Cedar Lakes Conference Center
82 FFA Drive
Ripley, WV 25271

DATE: August 10, 2020

TO ARCHITECT: *(Name and address)*

Pickering Associates
11283 Emerson Avenue
Parkersburg, WV 26104

ARCHITECT'S PROJECT NUMBER:

2206508

FROM CONTRACTOR: *(Name and address)*

Grae-Con Construction, Inc.
101 Industry Road
Marietta, OH 45750

CONTRACTOR'S PROJECT NUMBER:

(List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents.)

Work/Firm Name	Address/Phone	Superintendent
Carver's Electric, Plumbing & Heating - 214 Broughton Ave, Marietta, OH 45750 - Don Maxon		
Morrison, Inc.	410 Colegate Drive, Marietta, OH 45750	Ben Banks
Grae-Con Electric	101 Industry Road, Marietta, OH 45750	Louis Haught
Brewer & Co. of WV	3601 7th Avenue, Charleston, WV 25387	Wayne Taylor
Tri-State Roofing & Sheet Metal PO Box 1949, Parkersburg, WV 26102		Jason Lewis

AFFIDAVIT OF NON-COLLUSION

THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER.
IF THE BID IS MADE BY A CORPORATION, THEN BY THE
PROPERLY AUTHORIZED AGENT

State of Ohio, County of Washington

Edward W. Gribben, PE - Vice President

(Name of Authorized Individual Making Bid)

being duly sworn does depose and say that Grae-Con Construction, Inc.

(Give Name of Bidder or Bidders)

101 Industry Road, Marietta, OH 45750

(Business Address)

is the only person interested with sharing in the profits of the herein contained Bid; that the said Bid is made without any connection or interest in the profits thereof with any other persons making any bid or proposal for said work; that said bid is on our part, in all respects fair and without Collusion or fraud; and also that no member of, head of any department or Bureau, or employee therein, or any Officer of the West Virginia Department of Agriculture, is directly or indirectly interested therein.

(Signature of Authorized Individual Making Bid)

Edward W. Gribben, PE - Vice President

State of Ohio

County of Washington

Sworn to before me, a notary public, by Edward W. Gribben, PE - Vice President on

10th day of August 2020.

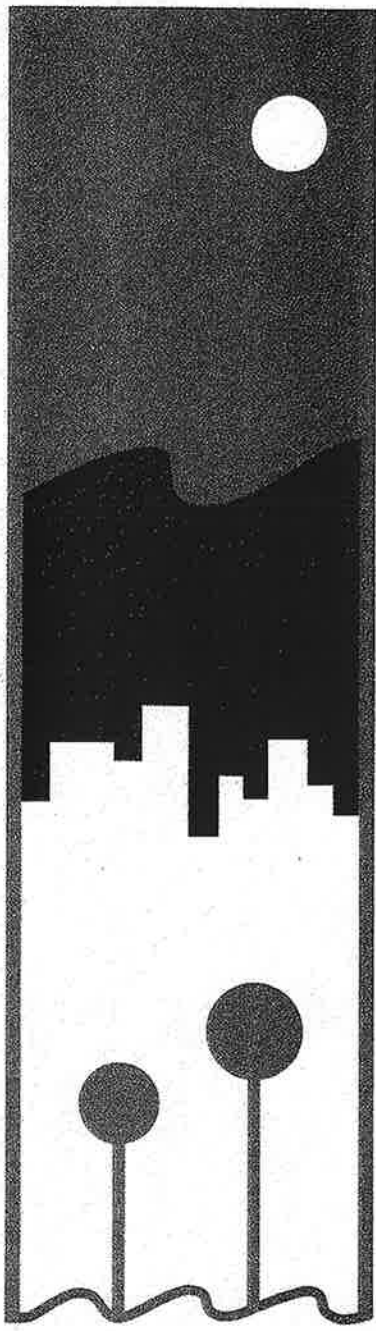


TOSHA L LOWE
Notary Public
State of Ohio
My Comm. Expires
August 5, 2023

Notary Public

My Commission Expires:

August 5, 2023



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV001293

Classification:

- ELECTRICAL
- GENERAL BUILDING
- GENERAL ENGINEERING
- HEATING, VENTILATING & COOLING
- MULTIFAMILY
- PIPING
- PLUMBING
- RESIDENTIAL

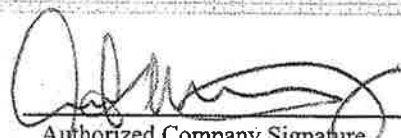
GRAE CON CONSTRUCTION INC
DBA GRAE CON CONSTRUCTION INC
PO BOX 1778
STEUBENVILLE, OH 43952-7778

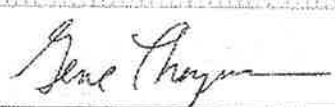
Date Issued

Expiration Date

AUGUST 14, 2019

AUGUST 14, 2020


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.