



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](#) | [Clarification Request](#)

Procurement Folder: 1278118


Procurement Type: Central Purchase Order

Vendor ID: VS0000017730 

Legal Name: CALIBER CONTRACTING SERVICES INC

Alias/DBA:

Total Bid: \$2,040,300.00

Response Date: 09/12/2023 

Response Time: 13:25

Responded By User ID: Caliberinc 

First Name: Kevin

Last Name: McNulty

Email: jdonahoe@calibercontract

Phone: 4122058283

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2400000003

Published Date: 9/6/23

Close Date: 9/12/23

Close Time: 13:30

Status: Closed

Solicitation Description: Construction: Camp Dawson Airfield Support Facilities Reno

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia
Solicitation Response**

Proc Folder: 1278118
Solicitation Description: Construction: Camp Dawson Airfield Support Facilities Reno
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2023-09-12 13:30	SR 0603 ESR09122300000001347	1

VENDOR
VS0000017730
CALIBER CONTRACTING SERVICES INC

Solicitation Number: CRFQ 0603 ADJ2400000003
Total Bid: 2040300 **Response Date:** 2023-09-12 **Response Time:** 13:25:47
Comments:

FOR INFORMATION CONTACT THE BUYER
David H Pauline
304-558-0067
david.h.pauline@wv.gov

Vendor Signature X	FEIN#	DATE
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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	BASE BID- Camp Dawson Airfield Support Facilities Renovation				1998200.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

See the attached "Bid Form"
 Contract Item #1- BASE BID- Labor & materials per the construction documents

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Alternate #1- Replace Interior Doors Building 401				42100.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

See the attached "Bid Form"
 Contract Item#2- Alternate #1- Remove and replace Interior Doors in Building 401 per the contract documents.



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1278118		Reason for Modification: Addendum No. 1	
Doc Description: Construction: Camp Dawson Airfield Support Facilities Reno			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-31	2023-09-12 13:30	CRFQ 0603 ADJ2400000003	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: BS0000017730
 Vendor Name : Caliber Contracting Services, Inc.
 Address : 1130
 Street : South Braddock Avenue, Suite 200
 City : Pittsburgh
 State : PA Country : United States Zip : 15218
 Principal Contact : Kevin McNulty
 Vendor Contact Phone: 412-205-8283 Extension: 107

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X  FEIN#47-1754907 DATE 9/1/23

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



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1278118			Reason for Modification: Addendum No. 2
Doc Description: Construction: Camp Dawson Airfield Support Facilities Reno			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-08	2023-09-12 13:30	CRFQ 0603 ADJ2400000003	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: BS0000017730
Vendor Name : Caliber Contracting Services, Inc
Address : 1130
Street : South Braddock Avenue, Suite 200
City : Pittsburgh
State : PA **Country :** United States **Zip :** 15218
Principal Contact : Kevin McNulty
Vendor Contact Phone: 412-205-8283 **Extension:** 107

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor
 Signature X

FEIN# 47-1754907

DATE 9/7/23

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

ADDITIONAL INFORMATION

Addendum No. 2

To respond to vendor technical questions, see attached.

To attach drawings, see attached.

Bid Opening Date remains September 12, 2023, at 1:30 pm., est.

No other changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON US	WV	KINGWOOD US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID- Camp Dawson Airfield Support Facilities Renovation	1	ls	1,998,200	1,998,200

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

See the attached "Bid Form"

Contract Item #1- BASE BID- Labor & materials per the construction documents

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON US	WV	KINGWOOD US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate #1- Replace Interior Doors Building 401	1	ls	42,100	42,100

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

See the attached "Bid Form"

Contract Item#2- Alternate #1- Remove and replace Interior Doors in Building 401 per the contract documents.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2023-08-23
2	Vendor Technical Questions Due By Noon est.	2023-08-29



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

**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1278118

Reason for Modification:

Doc Description: Construction: Camp Dawson Airfield Support Facilities Reno

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-17	2023-09-05 13:30	CRFQ 0603 ADJ2400000003	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code: BS0000017730

Vendor Name : Caliber Contracting Services, Inc.

Address : 1130

Street : South Braddock Avenue, Suite 200

City : Pittsburgh

State : PA

Country : United States

Zip : 15218

Principal Contact : Kevin McNulty

Vendor Contact Phone: 412-205-8283

Extension: 107

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

**Vendor
 Signature X**

FEIN# 47-1754907

DATE 9/5/23

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

ADDITIONAL INFORMATION**Construction:**

The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, Division of Engineering and Facilities to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to complete Airfield Support Facilities Renovations, at the Camp Dawson Army Training Site, near Kingwood, WV, per the attached specifications.

Mandatory Pre-bid Meeting: August 23, 2023, at 10:30 am., est.
 Camp Dawson Training Site - Building 301 - Post Engineering
 240 Army Road
 Kingwood, WV 26537

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID- Camp Dawson Airfield Support Facilities Renovation	1	ls	1,998,200	1,998,200

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

See the attached "Bid Form"

Contract Item #1- BASE BID- Labor & materials per the construction documents

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON US	WV	KINGWOOD US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate #1- Replace Interior Doors Building 401	1	LS	42,100	42,100

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:
See the attached "Bid Form"

Contract Item#2- Alternate #1- Remove and replace Interior Doors in Building 401 per the contract documents.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2023-08-23
2	Vendor Technical Questions Due By Noon est.	2023-08-29

	Document Phase	Document Description	Page
ADJ2400000003	Draft	Construction: Camp Dawson Airfield Support Facilities Reno	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard, Construction & Facilities Management Office, to establish a contract for the one-time purchase of all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and full completion of Camp Dawson Airfield Support Facilities Renovations, for the Camp Dawson Airfield Support Facility, located near Kingwood, WV. Pickering Associates, Inc., is serving as the Architect on this project. This definition of scope is provided only to indicate the very general nature of the work that is more fully defined in the Drawings, Specifications and Project Plans.

Please follow the guidelines below regarding the meeting.

- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place the day of the Pre-Bid meeting in small groups as directed by the Agency Project Manager, vendors should plan on the possibility of being onsite for several hours, depending on the number of contractors who attend.
- Visiting bidder representative(s) must abide by all safety precautions for safe social distancing, as prescribed by the Agency Project Manager.
- The site visit is NOT an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner. Interested bidders should submit all technical questions per the instructions in the CRFQ.

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 materials, labor, tools, taxes, transportation and expendable equipment necessary to complete Camp Dawson Airfield Support Facilities Renovations, as more fully described in these specifications and the Drawings/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.

REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation

- 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 5 (five) projects that involved work similar to 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.
- 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. This contract has **One (1)** alternate.
- 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. This contract has **One (1)** alternate.

REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation

- 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 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.
- 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 a date to be determined based on the notice to proceed and final completion by a date to be determined based on the 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:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. 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.

**REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation**

12. PROJECT PLANS: Copies of the project plans can be obtained by contacting the entity identified below.

Pickering Associates
11283 Emerson Ave
Parkersburg, WV 26104
(304) 464-5305

Copies of project plans can be examined at the following locations.

Kanawha Valley Builder's Association
1627 Bigley Avenue
Charleston, WV 25302
(304) 342-7141 FAX: (304) 343-8014

Contractor's Association of West Virginia
2114 Kanawha Boulevard East
Charleston, WV 25311
(304) 342-1166 FAX: (304) 342-1074

Pennsylvania Builder's Exchange
1813 North Franklin Street
Pittsburgh, PA 15233
(412) 922-4200 FAX: (412) 928-9406

Construction Employer's Association of North Central West Virginia
2794 White Hall Boulevard
White Hall, WV 26554
(304) 367-1290 FAX: (304) 367-0126

McGraw-Hill Dodge Reports
Attn: Scan Department
315 Central Avenue
Hot Springs, AR 71913-6138
(781) 430-2004

Reed Construction Data
30 Technology Parkway South, Suite 100
Norcross, GA 30092
(770) 417-4000 FAX: (800) 317-0870

REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation

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.

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: Kevin McNulty

Telephone Number: 412-205-8283

Fax Number: 412-205-8078

Email Address: kmcnulty@calibercontractingservices.com

REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation

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

Name: Jonathan Neal

Telephone Number: 304-791-4138

Email Address: jonathan.l.neal.nfg@army.mil

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

SECTION 00 41 00
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
WV Army National Guard
1703 Coonskin Drive
Charleston, WV 25301

1.02 FOR:

- A. Project: Camp Dawson Airfield Support Facilities
1001 Army Road
Kingwood, WV 26537

1.03 DATE: 9/12/23 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Kevin McNulty
1. Address 1130 South Braddock Avenue, Suite 200
2. City, State, Zip Pittsburgh, PA 15218

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract 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:
- B. Base Bid: one million nine hundred ninety eight two hundred dollars
(\$ 1,998,200), in lawful money of the United States of America.
- C. Alternate No. 1 (Remove & Replace Interior Doors in Building 401): ADD
forty two thousand one hundred dollars
(\$ 42,100), in lawful money of the United States of America.
- D. We have included the required security deposit as required by the Instruction to Bidders.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.
 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

1.07 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.
- | | | | | |
|----|------------|----------|-------|----------------|
| 1. | Addendum # | <u>1</u> | Dated | <u>8/31/23</u> |
| 2. | Addendum # | <u>2</u> | Dated | <u>9/7/23</u> |
| 3. | Addendum # | | Dated | |
| 4. | Addendum # | | Dated | |

1.08 BID FORM SIGNATURE(S)

- A. 

B. (Bidder - print the full name of your firm)

C. Caliber Contracting Services, Inc.

D. (Authorized signing officer, Title)

1.09 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION 00 41 00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Caliber Contracting Services, Inc.
of Pittsburgh, PA as Principal, and Hudson Insurance Company
of New York, NY, a corporation organized and existing under the laws of the State of
DE with its principal office in the City of New York, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Camp Dawson Airfield Support Facilities Renovations

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 Obligees may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 5th day of September, 2023.

Principal Seal



Caliber Contracting Services, Inc.
(Name of Principal)

By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

Kevin McNulty President
(Title)

Surety Seal



Hudson Insurance Company
(Name of Surety)

By: Alexandra Machnik
Alexandra Machnik 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.



HUDSON
INSURANCE GROUP [®]

Bond Number: Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Alexandra Machnik
of the State of PA

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Twenty Five Million Dollars (25,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 2nd day of June, 2022 at New York, New York.



Attest: Dina Daskalakis
Dina Daskalakis No. 01MU6067553
Corporate Secretary

HUDSON INSURANCE COMPANY

By: Michael P. Cifone
Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 2nd day of June, 2022, before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 5th day of September, 2023.



By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary



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

I, Kevin McNulty, after being first duly sworn, depose and state as follows:

1. I am an employee of Caliber Contracting Services, Inc.; and,
(Company Name)
2. I do hereby attest that Caliber Contracting Services, 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**.

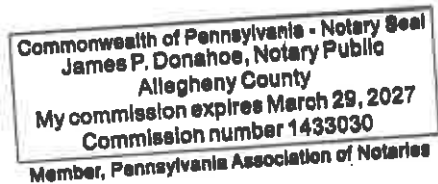
The above statements are sworn to under the penalty of perjury.

Printed Name: Kevin McNulty
 Signature:
 Title: President/Owner
 Company Name: Caliber Contracting Services, Inc.
 Date: 9/5/23

Pennsylvania
 STATE OF WEST VIRGINIA,
 COUNTY OF Allegheny, TO-WIT:

Taken, subscribed and sworn to before me this 31 day of August, 2023.
 By Commission expires March 29, 2027

(Seal)



(Notary Public)



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 submit bid prior to the bid opening date and time
6. Federal debarment
7. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
2. Debt to the state or political subdivision (must be cured prior to award)
3. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
4. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
5. Failure to obtain required bonds and/or insurance
6. 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
7. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so
8. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so
9. Failure to use the provided solicitation form (only if stipulated as mandatory)

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:

**Camp Dawson Training Site- Building 301-Post Engineering
240 Army Road, Kingwood, WV 26537**

August 23, 2023 at 10:30am

**See General Construction Specifications for additional information
regarding site visits.**

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 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 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 emails should have the solicitation number in the subject line.

Question Submission Deadline: August 29, 2023, at Noon est.

Submit Questions to: David Pauline, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: David.H.Pauline@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

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.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

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: September 5, 2023, at 1:30 pm., est.

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: 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: 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 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. 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.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of _____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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 Three hundred sixty five(365) 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:

the contract will continue for _____ years;

the 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).

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.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

Other: Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

Construction: This Contract is for construction activity more fully defined in the specifications.

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 of 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

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.

West Virginia 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 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 that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000.00 per occurrence.

Automobile Liability Insurance in at least an amount of: \$1,000,000.00 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.

*****Please make Insurance Certificate Holder to Read***
West Virginia Army National Guard
1707 Coonskin Drive, Charleston, WV 25311**

9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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:

_____ for _____

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. 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 heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. BONDS: The following bonds must be submitted:

- a. **BID BOND:** 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 OR VENDOR'S BID WILL BE DISQUALIFIED.**
- b. **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- c. **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. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)
- d. **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. (Attorney General requires use of the State approved bond forms found at: www.state.wv.us/admin/purchase/forms2.html)

In lieu of the Bid 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 the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

3. 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.

3.1. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. DAVIS-BACON AND RELATED ACT WAGE RATES:

The work performed under this contract is federally funded in whole, or in part. Pursuant to 2 CFR 200.317, Vendors are required to pay applicable Davis-Bacon wage rates.

The work performed under this contract is not subject to Davis-Bacon wage rates.

10. 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: Caliber Contracting Services, 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.
*List of subcontractors will be supplied within 24 hours of the bid opening as referenced on the "Construction Bid Submission Review" form.	

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.

(Printed Name and Title) Kevin McNulty

(Address) 1130 South Braddock Avenue, Suite 200, Pittsburgh PA 15218

(Phone Number) / (Fax Number) 412-205-8283

(Email address) kmcnulty@calibercontractingservices.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Caliber Contracting Services, Inc.

(Company) _____

(Signature of Authorized Representative) _____

Kevin McNulty President/Owner 9/5/23

(Printed Name and Title of Authorized Representative) (Date)

412-205-8283

(Phone Number) (Fax Number)

kmcnulty@calibercontractingservices.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO ADJ2400000003

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 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.

Caliber Contracting Services, Inc.

Company



Authorized Signature

8/31/23

Date

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

SOLICITATION NUMBER: CRFQ ADJ2400000003
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as ("ADJ2400000003") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time.
- Modify specifications of product or service being sought.
- Attachment of vendor questions and responses.
- Attachment of pre-bid sign-in sheet.
- Correction of error.
- Other.

Description of Modification to Solicitation:

1. To respond to vendor technical questions, see attached.
2. To provide drawings, see attached.
3. Move bid opening date and time remains September 12, 2023, at 1:30 pm., est.
4. No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, 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.

**SECTION 00 91 11
ADDENDUM NUMBER 1**

PARTICULARS

1.01 DATE: SEPT. 1, 2023

1.02 PROJECT: AIRFIELD SUPPORT FACILITIES RENOVATION

1.03 OWNER: WEST VIRGINIA ARMY NATIONAL GUARD

1.04 ARCHITECT: PICKERING ASSOCIATES

TO: PROSPECTIVE BIDDERS:

2.01 THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS AND MODIFIES THE ORIGINAL PROCUREMENT DOCUMENTS DATED MAY 1, 2023, WITH AMENDMENTS AND ADDITIONS NOTED BELOW.

2.02 THIS ADDENDUM CONSISTS OF TWO (2) PAGES AND THE FOLLOWING DRAWINGS:

- A. Revised 24 x 36 Drawings AD112, A112, A121, A201, A610, A621, M111, M600, E111, E121, E131, E132, E600, E601.

2.03 CONTRACT DOCUMENTS

- A. The Contract Documents, including Drawings and Project Manual, are posted on the Pickering Associates Planroom and can be downloaded from this location:
<https://www.pickeringplanroom.com/>

2.04 CONTRACTOR QUESTIONS:

- A. Drawing ED111 Building 406 DEMO note 2 indicates existing fire alarm to be removed for reinstallation in new electrical room. What is the current model and manufacturer of the existing fire alarm in building 406?

ANSWER: This is a GE FireworX Model 1050-FAE-0103, ID Number D10661118-0327.

- B. Drawing E132 shows a fire alarm system in building 401 that does not show on the demo drawing. Is this a new fire alarm panel?

ANSWER: This is a new fire alarm panel.

- C. There are some fire alarm devices missing on the print that will be required by state fire alarm code. Do you want a quote per drawings or a quote to meet the code? For example low frequency sounders will be needed in the sleeping locations to meet code requirements.

ANSWER: Please quote to meet code requirements.

- D. E131 Note 1 -

1. Who provides the data rack?

ANSWER: The electrical contractor.

2. If the EC provides, is it wall mount or floor mount?

ANSWER: Floor Mount

3. Is it open or enclosed?

ANSWER: Open

4. Who provides patch panels and peripherals?

ANSWER: The electrical contractor

5. Make and model of rack?

ANSWER: Tripp Lite SR2POST

6. How many lines get rerouted?

ANSWER: Unknown.

7. What type of cable goes to the TV's - CAT6 or RG6?

ANSWER: CAT6.

- E. E132 - Note 1

1. Who provides the data rack?

ANSWER: This is an existing rack.

2. If the EC provides, is it wall mount or floor mount?

- ANSWER: This is an existing rack.
3. Is it open or enclosed?
ANSWER: This is an existing rack.
4. Who provides patch panels and peripherals?
ANSWER: The Electrical contractor; provide a Leviton CAT 6 48-port patch panel Model 078477385845.
5. Make and model of rack?
ANSWER: This is an existing rack.
6. How many lines get rerouted?
ANSWER: Unknown.
7. What type of cable goes to the TV's - CAT6 or RG6?
ANSWER: CAT6.
- F. E601 - are all 4 panels existing to remain or are any to be new?
ANSWER: All panels are existing.
- G. Who is furnishing and installing the TV's and Appliances?
ANSWER: To be provided and installed by the Owner.
- H. The drawings reference an Abatement Report in the specifications. I couldn't find the Abatement Report in documents, is the report forth coming?
ANSWER: Abatement Report is in the Project Manual, available on the Pickering Planroom referenced in this Addendum.
- I. Drawings A111 and A112 notes say Window Shades for all windows as specified. I don't see any specifications for window shades, are they forth coming?
ANSWER: Section 12 24 00 - Window Shades is in the Project Manual, available on the Pickering Planroom referenced in this Addendum.
- J. Will the owner provide compaction and concrete testing?
ANSWER: Contractor to provide 3rd party testing.
- K. Would you be willing to extend the bid date due to the "Labor Day" holiday?
ANSWER: The Bid Date has been extended to September 12, 2003.
- L. We have questions regarding the windows for the referenced project. Page A621 details the windows, it calls for blast resistant 1" glass. However what level of blast resistance is required is not noted. We are lacking a window or glass specification. The head and jamb details reference "Bam-708 clips" and "WLB-2012 trim". I can only assume those are components to some blast resistant system, but lacking a spec, we don't know what they are. Also, window types G1 and G2 are called out as operable single hung. I am not aware of a blast window that is operable, again we need a spec or some clarification.
ANSWER: Window specifications and calculations are described in Sections 08 56 53 – Blast Resistant Aluminum Windows, 08 80 00 – Glazing, and Appendix A – Aluminum Window Structural Calculations at the end of the Project Manual, available on the Pickering Planroom referenced in this Addendum.

CHANGES TO THE PROJECT MANUAL - SPECIFICATIONS:

3.01 APPENDIX A

- A. Revise Cover Page to Read "APPENDIX A - ALUMINUM WINDOW STRUCTURAL CALCULATIONS"

CHANGES TO DRAWINGS:

4.01 DRAWINGS AD112, A112, A121, A201, A610, A621, M111, M600, E111, E121, E131, E132, E600, E601

- A. Replace all drawings with Revised 24 x 36 drawings attached to this Addendum.

END OF ADDENDUM 1

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2400000003

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 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.

Caliber Contracting Services, Inc.

Company



Authorized Signature

9/7/23

Date

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

WV Jobs Act Affidavit

West Virginia Code §12-1C states:

- (a) 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.
- (b) Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.
- (c) If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division 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 either oral or 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.

Definitions:

- (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) (A) 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;
- (B) 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 authority" means any officer, board, commission or agency of the State of West Virginia and its subdivisions, including counties and municipalities.

WV Army National Guard – Airfield Support Facilities Renovations

Further, the economic grant committee, economic development authority, infrastructure and jobs development council and School Building Authority shall be required to comply with the provisions of this article for loans, grants or bonds provided for public improvement construction projects;

(6) 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.

Applicability and Reporting:

(a) This article applies to expenditures for construction projects by any public authority for public improvements as defined by this article.

(b) For public improvement projects let pursuant to this article, the public authority shall file, or require an employer as defined in section two of this article to file, with the Division of Labor copies of the waiver certificates and certified payrolls, pursuant to article five-a of this chapter, or other comparable documents that include the number of employees, the county and state wherein the employees reside and their occupation.

(c) The Division of Labor shall compile the information required by this section and submit it annually to the Joint Committee on Government and Finance by the fifteenth day of October. The joint committee may forward these reports to the Legislative Auditor to review and make comments regarding the usefulness of the information collected and to suggest changes to the division's method of reporting to ensure the information collected will prove useful in evaluating the effectiveness of the provisions of this article.

(d) Each public authority has the duty to implement the reporting requirements of this article. Every public improvement contract or subcontract let by a public authority shall contain provisions conforming to the requirements of this article.

(e) The Division of Labor is authorized to establish procedures for the efficient collection of data, collection of civil penalties prescribed in section six of this article and transmittal of data to the Joint Committee on Government and Finance.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties intend to comply with the requirements of WV Code Article 21-1C.

Vendor's Name Caliber Contracting Services, Inc

Authorized Signature  Date 9/12/23

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Calber Contracting Services, Inc. Address: 1130 South Braddock Avenue, Suite 200

Pittsburgh, PA 15218

Name of Authorized Agent: Kevin McNulty Address: 1130 South Braddock Avenue, Suite 200, Pittsburgh PA 15218

Contract Number: 13412 Contract Description: General Construction

Governmental agency awarding contract: WV Army National Guard

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Handwritten Signature] Date Signed: 9/12/23

Notary Verification

State of Pennsylvania, County of Allegheny:

I, Kevin McNulty, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 12 day of September, 2023.

James P. Donahoe
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Commonwealth of Pennsylvania - Notary Seal
James P. Donahoe, Notary Public
Allegheny County
My commission expires March 29, 2027
Commission number 1433030

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: Caliber Contracting Services, Inc

Authorized Signature: _____

Date: 9/12/23

State of Pennsylvania

County of Allegheny, to-wit:

Taken, subscribed, and sworn to before me this 12 day of September, 2023.

My Commission expires March 29, 2027.

AFFIX SEAL HERE

NOTARY PUBLIC James P. Donahoe

Commonwealth of Pennsylvania - Notary Public
James P. Donahoe, Notary Public
Allegheny County
My commission expires March 29, 2027
Commission number 1433030
Member, Pennsylvania Association of Notaries

Purchasing Affidavit (Revised 01/19/2018)



State of West Virginia
Department of Administration
Purchasing Division

EMPLOYMENT HISTORY DISCLOSURE STATEMENT

Vendor shall identify any other work, similar or otherwise currently being performed for any agency, institution, educational facility, city, county, municipality or political subdivision of the State of West Virginia. The State of West Virginia is concerned that current work could logically prevent the vendor from responsibly completing the referenced contract.

The state of West Virginia reserves the sole and exclusive right to reject the bid of any vendor when the state believes any current work could logically prevent the vendor from successfully completing the bid/contract in question. Failure to provide or disclose the required information listed shall be grounds for immediate disqualification/cancellation of the contract.

Below, the vendor shall provide the agency name, effective dates, value, general description and time required to fulfill the duties of each contract.

<u>Agency Name</u>	<u>Effective Dates</u>	<u>Value</u>	<u>General Description</u>	<u>Time Required Per Week</u>
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Please see attached "Work in Progress"

Check here if additional sheets are attached

I certify that the statements made above are true and accurate.

Kevin McNulty

Printed Name

Signature

9/12/23

Date

Caliber Contracting Services, Inc.

Work In Progress Summary

Updated: 12/31/2022



Job No.	Job Name	Location	Owner	Architect	Contract Amount	Percent Complete	Estimated Date of Completion
21-006	PSU Dining Commons Building Settlement Remediation	Beaver, PA	Penn State University	Progressive Piling & Engineering	\$ 188,685.00	34.70%	1/30/2023
21-016	PSU PAW Renovations	Dubois, PA	Alexander Building Co. (PSU)	Kimmel Bogrette Architecture	\$ 843,442.00	98.09%	12/15/2022
21-021	Valley HS Bridge Replacement	New Kensington, PA	New Kensington School District	Patton Engineering	\$ 415,170.00	100.00%	8/30/2022
22-001	Bloomsburg Univ. Haas Sound Mitigation Ph. 3	Bloomsburg, PA	Bloomsburg University	Spillan Farmer Architects	\$ 337,373.00	65.73%	2/15/2023
22-002	Seton Center Renovations	Pittsburgh, PA	Elizabeth Seton Center	Inscape Architects	\$ 947,270.00	56.69%	4/30/2022
22-003	CAMS Window Replacement	Chambersburg, PA	Chambersburg Area School District	Crabtree Rohrbaugh & Assoc.	\$ 1,624,500.00	35.50%	8/31/2023
22-004	Ringgold HS Misc. Improvements	Monongahela, PA	Ringgold School District	HHSDR Architects	\$ 2,380,000.00	96.51%	9/30/2022
22-007	Camp Dawson Training Institute Windows	Kingwood, WV	State of WV National Guard	ZZM Architects	\$ 1,490,862.00	28.12%	5/30/2023
22-009	Navy Hall Renovations	Bloomsburg, PA	Bloomsburg University	Strosser/Baer Architects, LLC	\$ 117,329.00	89.04%	12/31/2022
22-010	Penn Hills Charter School Renovation/Addition	Pittsburgh, PA	Penn Hills Charter School for Entrepreneurship	LGA Partners	\$ 6,397,358.00	39.24%	7/31/2023
22-011	Redbank Auditorium Renovation	New Bethlehem, PA	Redbank Valley School District	Amos Rudolph Architects	\$ 187,121.00	96.51%	11/30/2022
22-013	Courtroom 307A Renovation	Pittsburgh, PA	Allegheny County	DLA+ Architects	\$ 1,117,194.00	3.03%	7/16/2023
22-014	Richland Community Barn Renovation	Gibsonia, PA	Richland Township	HHSDR Architects	\$ 700,600.00	85.19%	1/27/2023
22-015	Belle Vernon HS Walk-in Freezer	Belle Vernon, PA	Belle Vernon School District	Sleighter Design	\$ 94,867.00	92.02%	1/31/2023
22-016	Ringgold Admin. Building Misc. Improvements	Monongahela, PA	Ringgold School District	HHSDR Architects	\$ 356,200.00	46.21%	1/30/2023
22-017	Mattress Factory Artists Residence	Pittsburgh, PA	Mattress Factory	Indovina Associates	\$ 368,431.00	41.76%	4/30/2023
22-018	PSU Food Service Conduit Relocation	Beaver, PA	Penn State University	Larson Design Group	\$ 504,442.00	96.80%	12/30/2023
Totals					\$ 18,070,844.00		

**LOW BIDDER'S FINANCIAL RESPONSIBILITY
AFFIDAVIT**

State of Pennsylvania

County of Allegheny

The undersigned Chief Executive Officer (or local manager or executive when your Company operates in more than one State) of Pennsylvania (the "Company"), swear under penalty of perjury, that the following statements are true:

1. The Company is current in all of its tax payments, including federal withholding taxes, except as disclosed in writing in an attachment to this affidavit.
2. There are no liens filed by the Company's subcontractors or suppliers, regardless of tier, on the Company's projects in the State of West Virginia, except as disclosed in writing in an attachment to this affidavit.
3. During the last three (3) years, no Owner or Owner's representative has given the Company notice of default with respect to any Project in the State of West Virginia, except as disclosed in writing in an attachment to this affidavit.
4. The Company's surety bonding company has an A.M. Best rating of A- or higher, except as disclosed in writing in an attachment to this affidavit.
5. He or she is not aware of any claim, potential claim, liability, or potential liability that could adversely affect the ability of the Company to complete the Owner's project, except as disclosed in writing in an attachment to this affidavit.

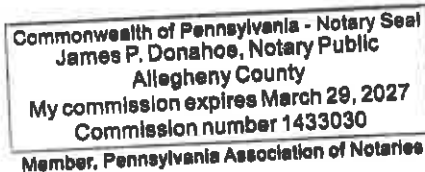


9/12/23

Signature

Date

Sworn to before me, a notary public, by Kevin McNulty
on 12 day of September 2023.



James P. Donahoe
Notary Public

My Commission Expires:

March 29, 2027

No Debt Affidavit

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article 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 as defined in this section and the debt owed is amount greater than five thousand dollars in the aggregate.

Definitions:

“Debt” means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit, violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional accrued thereon;

“Debtor” means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions;

“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.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker’s 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.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

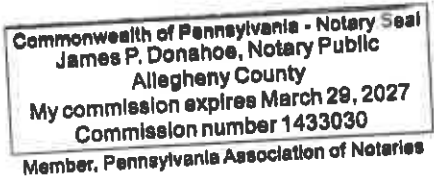
Vendor's Name: Caliber Contracting Services, Inc

Authorized Signature [Signature] Date 9/12/23

Sworn to before me, a notary public, by Kevin McMullin

on 12 day of September 2023.

James P. Donahoe My Commission Expires: March 29, 2027
Notary Public



No Debt Affidavit



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: **WV055641**

CLASSIFICATION:

**GENERAL BUILDING
SPECIALTY**

**CALIBER CONTRACTING SERVICES INC
DBA CALIBER CONTRACTING SERVICES INC
1130 S BRADDOCK AVENUE
PITTSBURGH, PA 15218**

DATE ISSUED

EXPIRATION DATE

JULY 02, 2023

JULY 02, 2024

Authorized Signature

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.



AIA Document A305™ – 2020

Contractor's Qualification Statement

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

SUBMITTED BY:

(Organization name and address.)
Caliber Contracting Services, Inc.
1130 S. Braddock Ave. Suite 200
Pittsburgh, PA 15218

SUBMITTED TO:

(Organization name and address.)

TYPE OF WORK TYPICALLY PERFORMED

(Indicate the type of work your organization typically performs, such as general contracting, construction manager as constructor services, HVAC contracting, electrical contracting, plumbing contracting, or other.)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.


THIS CONTRACTOR'S QUALIFICATION STATEMENT INCLUDES THE FOLLOWING:

(Check all that apply.)

- Exhibit A – General Information
- Exhibit B – Financial and Performance Information
- Exhibit C – Project-Specific Information
- Exhibit D – Past Project Experience
- Exhibit E – Past Project Experience (Continued)

CONTRACTOR CERTIFICATION

The undersigned certifies under oath that the information provided in this Contractor's Qualification Statement is true and sufficiently complete so as not to be misleading.


 _____ 5/18/2023
 Organization's Authorized Representative Date
 Signature

Kevin McNulty, President
Printed Name and Title

NOTARY

State of:

County of:

Signed and sworn to before me this 8 day of June, 2023

James P. Donahoe
Notary Signature

My commission expires: March 29, 2027

Commonwealth of Pennsylvania - Notary Seal
 James P. Donahoe, Notary Public
 Allegheny County
 My commission expires March 29, 2027
 Commission number 1433030
 Member, Pennsylvania Association of Notaries



AIA[®] Document A305[™] – 2020 Exhibit A

General Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____
(In words, indicate day, month and year.)

§ A.1 ORGANIZATION

§ A.1.1 Name and Location

§ A.1.1.1 Identify the full legal name of your organization.

Caliber Contracting Services, Inc.

§ A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.

No other names.

Pennsylvania, Ohio, West Virginia, Maryland, and Virginia.

§ A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.

n/a

§ A.1.1.4 Identify the address of your organization’s principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

1130 South Braddock Avenue, Suite 200, Pittsburgh, PA 15218

§ A.1.2 Legal Status

§ A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.

Corporation

.1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.

Pennsylvania
September 5, 2014
Kevin McNulty: President, Secretary, & Treasurer

.2 If your organization is a partnership, identify its partners and its date of organization.

.3 If your organization is individually owned, identify its owner and date of organization.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

- 4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:

§ A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

No.

§ A.1.3 Other Information

§ A.1.3.1 How many years has your organization been in business?

8 years.

§ A.1.3.2 How many full-time employees work for your organization?

15.

§ A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.

236220 Commercial and institutional Building Construction (Primary)

§ A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

None.

§ A.2 EXPERIENCE

§ A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.

§ A.2.2 State your organization's total dollar value of work currently under contract.

\$18,070,844

§ A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:

\$7,091,568

§ A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

\$10 Million

§ A.3 CAPABILITIES

§ A.3.1 List the categories of work that your organization typically self-performs.

Demolition, concrete, rough carpentry, finish carpentry, caulking, doors, drywall, ceilings, division 10 specialties, and excavation.

§ A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

Caliber is a member of the Master Builder's Association.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.
Yes. Caliber is a full service, general contracting and construction management company.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

These services are provided by a third party that specializes in Building Information Modeling.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.
Yes. Caliber utilizes procore.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:
(Insert name, organization, and contact information)
See attached owner references.

§ A.4.2 Identify three architect references:
(Insert name, organization, and contact information)
See attached architect references.

§ A.4.3 Identify one bank reference:
(Insert name, organization, and contact information)
See attached bank references.

§ A.4.4 Identify three subcontractor or other trade references:
(Insert name, organization, and contact information)

AJ Vater Inc.
201 Munson Ave.
McKees Rocks, PA 15136
Bob Bonnet
412-332-4477

Arrow Electric, Inc.
857 Reynolds Industrial Park Rd.
Greenville, PA 16125
James Fultz
724-646-1903

Marsa Inc.
1000 Castle View Rd.
Pittsburgh, PA 15234
Dave Neuhaus
412-341-3400



AIA[®]

Document A305™ – 2020 Exhibit B

Financial and Performance Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

§ B.1 FINANCIAL

§ B.1.1 Federal tax identification number:

47-1754907

§ B.1.2 Attach financial statements for the last three years prepared in accordance with Generally Accepted Accounting Principles, including your organization’s latest balance sheet and income statement. Also, indicate the name and contact information of the firm that prepared each financial statement.

Financial statements will be provided upon specific request.

§ B.1.3 Has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, been the subject of any bankruptcy proceeding within the last ten years?

No.

§ B.1.4 Identify your organization’s preferred credit rating agency and identification information.

(Identify rating agency, such as Dun and Bradstreet or Equifax, and insert your organization’s identification number or other method of searching your organization’s credit rating with such agency.)

Dun and Bradstreet
DUNS 07-955-0608

§ B.2 DISPUTES AND DISCIPLINARY ACTIONS

§ B.2.1 Are there any pending or outstanding judgments, arbitration proceedings, bond claims, or lawsuits against your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A, Section 1.2, in which the amount in dispute is more than \$75,000?

(If the answer is yes, provide an explanation.)

No.

§ B.2.2 In the last five years has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management:

(If the answer to any of the questions below is yes, provide an explanation.)

.1 failed to complete work awarded to it?

No.

.2 been terminated for any reason except for an owners’ convenience?

No.

ADDITIONS AND DELETIONS:

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- .3 had any judgments, settlements, or awards pertaining to a construction project in which your organization was responsible for more than \$75,000?

No.

- .4 filed any lawsuits or requested arbitration regarding a construction project?

No.

§ B.2.3 In the last five years, has your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management; or any of the individuals listed in Exhibit A Section 1.2:

(If the answer to any of the questions below is yes, provide an explanation.)

- .1 been convicted of, or indicted for, a business-related crime?

No.

- .2 had any business or professional license subjected to disciplinary action?

No.

- .3 been penalized or fined by a state or federal environmental agency?

No.



AIA[®] Document A305[™] – 2020 Exhibit C

Project Specific Information

This Exhibit is part of the Contractor’s Qualification Statement, submitted by _____ and dated the _____ day of _____ in the year _____.
(In words, indicate day, month and year.)

PROJECT:

(Name and location or address.)

CONTRACTOR’S PROJECT OFFICE:

(Identify the office out of which the contractor proposes to perform the work for the Project.)

1130 South Braddock Ave. Suite 200
Pittsburgh, PA 15218

TYPE OF WORK SOUGHT

(Indicate the type of work you are seeking for this Project, such as general contracting, construction manager as constructor, design-build, HVAC subcontracting, electrical subcontracting, plumbing subcontracting, etc.)

General Contractor

CONFLICT OF INTEREST

Describe any conflict of interest your organization, its parent, or a subsidiary, affiliate, or other entity having common ownership or management, or any of the individuals listed in Exhibit A Section 1.2, may have regarding this Project.

None.

§ C.1 PERFORMANCE OF THE WORK

§ C.1.1 When was the Contractor’s Project Office established?

September 5, 2014

§ C.1.2 How many full-time field and office staff are respectively employed at the Contractor’s Project Office?

15

§ C.1.3 List the business license and contractor license or registration numbers for the Contractor’s Project Office that pertain to the Project.

PA118689

§ C.1.4 Identify key personnel from your organization who will be meaningfully involved with work on this Project and indicate (1) their position on the Project team, (2) their office location, (3) their expertise and experience, and (4) projects similar to the Project on which they have worked.

See attached resumes.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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§ C.1.5 Identify portions of work that you intend to self-perform on this Project.

We have the capabilities to self perform demolition, carpentry, concrete, casework, doors, drywall, ceilings, excavation, scaffolding, and shoring.

§ C.1.6 To the extent known, list the subcontractors you intend to use for major portions of work on the Project.
To be determined.

§ C.2 EXPERIENCE RELATED TO THE PROJECT

§ C.2.1 Complete Exhibit D to describe up to four projects performed by the Contractor's Project Office, either completed or in progress, that are relevant to this Project, such as projects in a similar geographic area or of similar project type. If you have already completed Exhibit D, but want to provide further examples of projects that are relevant to this Project, you may complete Exhibit E.

§ C.2.2 State the total dollar value of work currently under contract at the Contractor's Project Office:

\$18,070,844

§ C.2.3 Of the amount stated in Section C.2.2, state the dollar value of work that remains to be completed:

\$7,981,568

§ C.2.4 State the average annual dollar value of construction work performed by the Contractor's Project Office during the last five years.

\$10 Million

§ C.2.5 List the total number of projects the Contractor's Project Office has completed in the last five years and state the dollar value of the largest contract the Contractor's Project Office has completed during that time.

See attached "Team Project Experience".

§ C.3 SAFETY PROGRAM AND RECORD

§ C.3.1 Does the Contractor's Project Office have a written safety program?

Yes.

§ C.3.2 List all safety-related citations and penalties the Contractor's Project Office has received in the last three years.

None.

§ C.3.3 Attach the Contractor's Project Office's OSHA 300a Summary of Work-Related Injuries and Illnesses form for the last three years.

§ C.3.4 Attach a copy of your insurance agent's verification letter for your organization's current workers' compensation experience modification rate and rates for the last three years.

§ C.4 INSURANCE

§ C.4.1 Attach current certificates of insurance for your commercial general liability policy, umbrella insurance policy, and professional liability insurance policy, if any. Identify deductibles or self-insured retentions for your commercial general liability policy.

§ C.4.2 If requested, will your organization be able to provide property insurance for the Project written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis? Yes.

§ C.4.3 Does your commercial general liability policy contain any exclusions or restrictions of coverage that are prohibited in AIA Document A101-2017, Exhibit A, Insurance A.3.2.2.2? If so, identify.

No.

§ C.5 SURETY

§ C.5.1 If requested, will your organization be able to provide a performance and payment bond for this Project?

Yes

§ C.5.2 Surety company name:

Seubert and Associates
225 North Shore Drive. Pittsburgh, PA 15212

§ C.5.3 Surety agent name and contact information:

Brian Jeffe
412-233-1382

§ C.5.4 Total bonding capacity:

\$16 Million

§ C.5.5 Available bonding capacity as of the date of this qualification statement:

\$10 Million



AIA[®] Document A305™ – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME	Hosanna House Sherwood Kitchen Renovation	Bloomsburg University Scranton Kitchen Renovation	Palace Theater Apartments Renovation	St. Bede STREAM Renovation
PROJECT LOCATION	Wilkesburg, PA	Bloomsburg, PA	Greensburg, PA	Pittsburgh, PA
PROJECT TYPE	Commercial Renovation	Commercial Renovation	Commercial/Residential Renovation	Educational Renovation
OWNER	Hosanna House, Inc.	Bloomsburg University	Westmoreland Cultural Trust	St. Bede Parish
ARCHITECT	Rothschild Doyno Collaborative	Greenman Petersen, Inc.	JMAC Architects	VEBH Architect, P.C.
CONTRACTOR'S PROJECT EXECUTIVE	Kevin McNulty	Kevin McNulty	Kevin McNulty	Kevin McNulty
KEY PERSONNEL (include titles)	Michael McNulty Project Manager	Michael McNulty Project Manager	Kevin McNulty, Project Manager	Michael McNulty Project Manager
PROJECT DETAILS	Contract Amount \$279,876 Completion Date April 15, 2019 % Self-Performed Work 60%	Contract Amount \$758,449 Completion Date June 30, 2017 % Self-Performed Work 60%	Contract Amount \$2,474,013 Completion Date March 31, 2019 % Self-Performed Work 50%	Contract Amount \$634,403 Completion Date September 1, 2019 % Self-Performed Work 40%
PROJECT DELIVERY METHOD	<input checked="" type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input checked="" type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input checked="" type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS	N/A	N/A	N/A	N/A



AIA[®] Document A305[™] – 2020 Exhibit E

Contractor's Past Project Experience, Continued

	1	2	3	4
PROJECT NAME	Elmwood Academy Phase 3 Additions	Penn Hills Charter Academy Addition		
PROJECT LOCATION	Mechanicsburg, PA	Penn Hills, PA		
PROJECT TYPE	Educational Renovation & Addition	Educational Renovation & Addition		
OWNER	Mechanicsburg Area School District	Penn Hills Charter School		
ARCHITECT	Crabtree, Rohrbaugh, & Associates	LGA Partners		
CONTRACTOR'S PROJECT EXECUTIVE	Kevin McNulty	Kevin McNulty		
KEY PERSONNEL (include titles)	Michael McNulty Project Manager	Kevin McNulty Project Manager Billy Numer Superintendent		
PROJECT DETAILS	Contract Amount \$5,474,152 Completion Date April 16, 2021 % Self-Performed Work 60%	Contract Amount \$6,700,000 Completion Date July 11, 2023 % Self-Performed Work 10%	Contract Amount Completion Date % Self-Performed Work	Contract Amount Completion Date % Self-Performed Work
PROJECT DELIVERY METHOD	<input checked="" type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:	<input type="checkbox"/> Design-bid-build <input type="checkbox"/> Design-build <input type="checkbox"/> CM constructor <input type="checkbox"/> CM advisor <input type="checkbox"/> Other:
SUSTAINABILITY CERTIFICATIONS	N/A	N/A		



April 26, 2023

**Re: Caliber Contracting Services, Inc.
Prequalification Letter**

To Whom It May Concern,

It has been the privilege of Hudson Insurance Company to provide surety bonds on behalf of Caliber Contracting Services, Inc. for several years, during which time Caliber Contracting Services, Inc. has performed, and we have issued bid, performance, and payment bonds for contracts in-excess of \$6,000,000. In our opinion, Caliber Contracting Services, Inc. remains properly financed, well equipped, and capably managed.

At the present time, Hudson Insurance Company provides a \$8,000,000 single project / \$16,000,000 aggregate surety program to Caliber Contracting Services, Inc. As always, Hudson Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing.

Hudson Insurance Company is fully licensed and authorized to conduct surety business in all fifty States, is listed on the US Department of Treasury's listing of Approved Sureties (Department Circular 570) and is rated A by A.M. Best Company with a Financial Size Category of XV and has a current Federal T-Listing of \$55,603,000 on a per bond basis.

This letter is not an assumption of liability, nor is it a bid bond or a performance/payment bond. It is issued only as a bonding reference requested from us by our client.

Very truly yours,

A handwritten signature in blue ink that reads "Alexandra Machnik".

Alexandra Machnik,
Hudson insurance Company
Attorney-in-Fact



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Jay E. Black, Barbara A. Leeper, Patti K. Lindsey, Wendy A. Bright, Alexandra Machnik

Josephine M. Streyle, Pamela M. Anderson, William Chapman, Matthew M Eperesi, Natasha Kerr

of the State of Pennsylvania

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 10th day of April, 20 23 at New York, New York.



Dina Daskalakis

Attest
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY

By *Michael P. Cifone*
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 10th day of April, 20 23 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

Ann M. Murphy

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2025

(Notarial Seal)



CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

“RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company’s surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company’s seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company’s surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company’s seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.”

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 26th day of April, 20 23.



By *Dina Daskalakis*
Dina Daskalakis, Corporate Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with columns for PRODUCER, CONTACT NAME, INSURER(S) AFFORDING COVERAGE, and NAIC #. Includes details for Seubert & Associates, Inc. and various insurers like Acadia and Union Insurance Company.

COVERAGES CERTIFICATE NUMBER: 2022/2023 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table listing insurance coverages including Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation. Columns include INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS.

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

Table with two main sections: CERTIFICATE HOLDER (Evidence of Insurance) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions). Includes a signature for Kristie Fulich.



April 27, 2023

Caliber Contracting Services, Inc.
104 East Swissvale Ave.
Pittsburgh, PA 15218

Workers Compensation Experience Modification

To Whom It May Concern:

Please be advised that your experience modification rating for the past five years are as follows:

07/29/2023 - 07/29/2024	0.936
07/29/2022 - 07/29/2023	0.991
07/29/2021 - 07/29/2022	1.053
07/29/2020 - 07/29/2021	1.052
07/29/2019 - 07/29/2020	0.866

Thank You,

Lauren McNamee

Lauren McNamee, CISR Elite, MLIS
Sr. Technical Account Manager
Phone: 412-223-1449
lmcnamee@seubert.com



CREDIT INFORMATION

Updated 11/18/19

CONTACT INFORMATION:

President: Kevin McNulty KMcNulty@CaliberContractingServices.com
Accounts Payable: Accountant@CaliberContractingServices.com

FEIN: 47 – 1754907

BUSINESS STRUCTURE: S Corporation
TYPE OF BUSINESS: General Contractor / Construction Manager

BANKING INFORMATION:

Dollar Bank
Three Gateway Center – 10 South
Pittsburgh, PA 15222

Contact: David Weber – Vice President & Manager Business Banking – (412) 261-7515
Thomas Kingsley – Assistant Vice President Business Banking – (412) 261-7569

Line of Credit value = \$465,000

Caliber Contracting Services, Inc.

Work In Progress Summary

Updated: 12/31/2022



Job No.	Job Name	Location	Owner	Architect	Contract Amount	Percent Complete	Estimated Date of Completion
21-006	PSU Dining Commons Building Settlement Remediation	Beaver, PA	Penn State University	Progressive Piling & Engineering	\$ 188,685.00	34.70%	1/30/2023
21-016	PSU PAW Renovations	Dubois, PA	Alexander Building Co. (PSU)	Kimmel Bogrette Architecture	\$ 843,442.00	98.09%	12/15/2022
21-021	Valley HS Bridge Replacement	New Kensington, PA	New Kensington School District	Patton Engineering	\$ 415,170.00	100.00%	8/30/2022
22-001	Bloomsburg Univ. Haas Sound Mitigation Ph. 3	Bloomsburg, PA	Bloomsburg University	Spillan Farmer Architects	\$ 337,373.00	65.73%	2/15/2023
22-002	Seton Center Renovations	Pittsburgh, PA	Elizabeth Seton Center	Inscape Architects	\$ 947,270.00	56.69%	4/30/2022
22-003	CAMS Window Replacement	Chambersburg, PA	Chambersburg Area School District	Crabtree Rohrbaugh & Assoc.	\$ 1,624,500.00	35.50%	8/31/2023
22-004	Ringgold HS Misc. Improvements	Monongahela, PA	Ringgold School District	HHSDR Architects	\$ 2,380,000.00	96.51%	9/30/2022
22-007	Camp Dawson Training Institute Windows	Kingwood, WV	State of WV National Guard	ZZM Architects	\$ 1,490,862.00	28.12%	5/30/2023
22-009	Navy Hall Renovations	Bloomsburg, PA	Bloomsburg University	Strosser/Baer Architects, LLC	\$ 117,329.00	89.04%	12/31/2022
22-010	Penn Hills Charter School Renovation/Addition	Pittsburgh, PA	Penn Hills Charter School for Entrepreneurship	LGA Partners	\$ 6,397,358.00	39.24%	7/31/2023
22-011	Redbank Auditorium Renovation	New Bethlehem, PA	Redbank Valley School District	Amos Rudolph Architects	\$ 187,121.00	96.51%	11/30/2022
22-013	Courtroom 307A Renovation	Pittsburgh, PA	Allegheny County	DLA+ Architects	\$ 1,117,194.00	3.03%	7/16/2023
22-014	Richland Community Barn Renovation	Gibsonia, PA	Richland Township	HHSDR Architects	\$ 700,600.00	85.19%	1/27/2023
22-015	Belle Vernon HS Walk-in Freezer	Belle Vernon, PA	Belle Vernon School District	Sleighter Design	\$ 94,867.00	92.02%	1/31/2023
22-016	Ringgold Admin. Building Misc. Improvements	Monongahela, PA	Ringgold School District	HHSDR Architects	\$ 356,200.00	46.21%	1/30/2023
22-017	Mattress Factory Artists Residence	Pittsburgh, PA	Mattress Factory	Indovina Associates	\$ 368,431.00	41.76%	4/30/2023
22-018	PSU Food Service Conduit Relocation	Beaver, PA	Penn State University	Larson Design Group	\$ 504,442.00	96.80%	12/30/2023
Totals					\$ 18,070,844.00		



KEVIN MCNULTY

MBA, PMP, LEED AP, DBIA

President/Project Manager

1130 South Braddock Avenue, Suite 200 | Pittsburgh, PA 15218
412.205.8283 | KMcNulty@CaliberContractingServices.com

- Leadership in Energy and Environmental Design (LEED) Accredited Professional
- Project Management Professional (PMP) Certification, Project Management Institute
- Design-Build Institute of America (DBIA) Accredited Professional
- U.S. Army Corps of Engineers Construction Quality Management for Contractors Certification (USACE CQM)
- Engineer In Training Certification, Commonwealth of Pennsylvania
- OSHA 30-Hour Safety Training
- American Society of Civil Engineers (ASCE), Professional Member
- ICRA 8-hour Training Course, Carpenters Union

Mr. McNulty has over 10 years of experience in the construction industry. Most recently, he was the Director of Construction for Allegheny Health Network where he oversaw a portfolio of over 80 projects and an annual capital budget of \$120 million. This experience working on behalf of an Owner has given him a better understanding of the challenges and needs of clients. This Owner's perspective and expertise allows Caliber to serve our clients in a more comprehensive way by helping facilitate all aspects of the project above and beyond the construction scope itself, if the client desires. These additional services include coordinating of IT work, equipment, owner moving needs and coordinating with other project stakeholders to help ensure that all aspects of the project come together successfully for our client.

Previously, Mr. McNulty has also worked for Teamus Construction, a Service Disabled Veteran Owned Small Business, which performed exclusively projects throughout the mid-Atlantic. Mr. McNulty's credentials also include extensive experience in schedule development and management. He holds an MBA from the Tepper School of Business, Carnegie Mellon University and a BS in Structural Engineering from the University of Pittsburgh.



WILLIAM NUMER

Foreman

1130 South Braddock Avenue, Suite 200 | Pittsburgh, PA 15218
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- OSHA 30-Hour Safety Training
- ICRA 24-Hour Certified
- Aerial Lift Operator Qualification

Mr. Numer has 37 years of experience in the construction industry as a superintendent, foreman, and journeyman union carpenter. He is a resourceful team player with strong field troubleshooting skills to ensure on time project completion. Mr. Numer effectively communicates with the client, project management team, and the team on site to certify smooth progression of the project.

Mr. Numer graduated from the Carpenters Joint Apprenticeship Program in 1984.

Key Project Experience

- St. Bede School—STEAM Renovation
- Palace Theater—Apartments Renovation
- Pittsburgh Public Schools—Greenfield Elementary Restrooms
- Pittsburgh Public Schools—Brashear High School Locker Room Renovations
- West Allegheny School District—Science Room Renovations

Architect References

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Project Experience



Updated: 11/08/22

Project Name	Job No.	Team vs. Caliber	Contract Value	Architect	Owner
Wee Care Children's Center Renovations	14-008	Caliber	\$ 505,000	VEBH Architects	Wee Care Children's Center, Heidelberg, PA
Office and Conference Room Renovations	14-009	Caliber	Cost Not Disclosed	GBBN Architects	GBBN Architects/Edge Studio, Pittsburgh, PA
Temple Court Office Renovation, Phase 2	14-012	Caliber	\$ 4,200,000	Albert A. Drobka Architect	Centre County Board of Commissioners, Bellefonte PA
Caliber Contracting Office and Restroom Renovations	15-003	Caliber	Cost Not Disclosed		Steiner Realty, Pittsburgh PA
Fire Training Facility Upgrades	15-004	Caliber	\$ 196,000	Hoffman Leakey Architects, LLC	Centre County Board of Commissioners, Bellefonte, PA
New Brighton Library Addition	15-005	Caliber	\$ 329,000	Hancock Architecture	Beaver County/ New Brighton Borough, New Brighton, PA
Propel Hazelwood Elevator Renovation	15-006	Caliber	\$ 250,000	LGA Partners	Propel Schools, Pittsburgh, PA
KSU External Affairs Conference Center Renovation	15-007	Caliber	\$ 305,000	Sol Harris/Day Architecture	Kent State University, North Canton, OH
Palace Theatre Facility Upgrades	16-001	Caliber	\$ 715,506	Perfido Weiskopf Architects	Westmoreland Cultural Trust, Greensburg, PA
Parsons Union Building Renovation and Addition	16-002	Caliber	\$ 1,430,873	Ewing Cole	Lock Haven University, Lock Haven, PA
HUB Food Service Renovation	16-003	Caliber	\$ 453,000	WTW Architects	Indiana University of Pennsylvania, Indiana, PA
Friendship Ridge Vestibule Renovation	16-004	Caliber	\$ 549,346	Hilles & Allen Architects	Brighton Wellness Center, Beaver Falls, PA
Propel McKeesport Interior Renovation	16-005	Caliber	\$ 104,000	LGA Partners	Propel Schools, Pittsburgh, PA
Martin Luther King Jr. Plaza Renovation	16-007	Caliber	\$ 642,000	Derck & Edson	Borough of State College, State College, PA
Columbia Hall HVAC Renovation	17-002	Caliber	\$ 986,737	Greenman-Pedersen, Inc.	Bloomsburg University, Bloomsburg, PA
Palace Theatre Apartments, Phase 1	17-004	Caliber	\$ 2,185,366	JMAC Architects	Westmoreland Cultural Trust, Greensburg, PA
Miller Stadium Grandstand & Concessions	17-007	Caliber	\$ 781,000	STV Architects, Inc.	Indiana University of Pennsylvania, Indiana, PA
PSU Old Main Interior Stair Renovation	17-007	Caliber	\$ 516,106	Ann Beha Architects	Pennsylvania State University, University Park, PA
CMU Kranich Properties Apartment Renovations	17-008	Caliber	\$ 273,802	Campus Design & Facility Developm	Carnegie Mellon University, Pittsburgh, PA
St. Bede School STREAM Learning Center	17-010	Caliber	\$ 703,287	VEBH Architects	Roman Catholic Diocese, Pittsburgh, PA
St. Bede Flooring Renovation	17-011	Caliber	\$ 23,985	n/a	Roman Catholic Diocese, Pittsburgh, PA
Arrow Electric Office & Warehouse Renovations	17-012	Caliber	Cost Not Disclosed	Arrow Electric, Inc.	Arrow Electric, Greenville, PA
CMU Filmore House Façade Renovation	17-013	Caliber	Task Order Contract	n/a	Carnegie Mellon University, Pittsburgh, PA
CMU Housing Office Shelving	17-014	Caliber	Task Order Contract	n/a	Carnegie Mellon University, Pittsburgh, PA
Palace Theatre Community Room - Preconstruction	17-017	Caliber	\$ 1,357,314	Avon Graf Architects	Westmoreland Cultural Trust, Greensburg, PA
CMU Spirit House Bathroom HVAC Upgrades	17-019	Caliber	Task Order Contract	n/a	Carnegie Mellon University, Pittsburgh, PA
CMU Devonshire Chimney & Façade Repairs	17-020	Caliber	Task Order Contract	n/a	Carnegie Mellon University, Pittsburgh, PA
CMU Devonshire Window Replacements	17-021	Caliber	Task Order Contract	n/a	Carnegie Mellon University, Pittsburgh, PA
CMU School of Art Renovation	17-022	Caliber	\$ 47,749	Campus Design & Facility Developm	Carnegie Mellon University, Pittsburgh, PA
CMU Devonshire Bathroom Renovations	17-023	Caliber	Task Order Contract	n/a	Carnegie Mellon University, Pittsburgh, PA
CMU Resnick Bathroom Renovations	17-024	Caliber	Task Order Contract	n/a	Carnegie Mellon University, Pittsburgh, PA
Scranton Commons Kitchen Renovation	17-025	Caliber	\$ 739,484	Martin Rogers Engineering Consultants	Bloomsburg University, Bloomsburg, PA
Lycoming Hall Bathrooms Renovation	18-002	Caliber	\$ 743,546	The Palumbo Group	Bloomsburg University, Bloomsburg, PA
PSU Theater Building Renovation	18-003	Caliber	\$ 476,500	Bostwick Design Partnership	Pennsylvania State University, University Park, PA
UPJ Chemical Engineering Building - General Trades	18-005	Caliber	\$ 250,387	Bostwick Design Group	University of Pittsburgh at Johnstown, Johnstown, PA
Propel Hazelwood Entrance & Office Renovations	18-006	Caliber	\$ 98,751	LGA Partners	Propel Schools, Pittsburgh, PA
PSU Benner Pike Medical Office Expansion	18-008	Caliber	\$ 594,052	Stantec	Penn State Medical Group, State College, PA
Emerson Elevator Addition & Renovation	18-008	Caliber	\$ 584,658	WTW Architects	Emerson Process Management, Pittsburgh, PA
Windover Hills Church Renovation	18-009	Caliber	\$ 165,375	Kernick Architecture	Windover Hills United Methodist Church, Pittsburgh, PA
New Baldwin Public Library	18-010	Caliber	\$ 1,625,039	GBBN Architects	Baldwin Library, Baldwin, PA
CMU Devonshire Interior Renovation	18-011	Caliber	\$ 114,963	Campus Design & Facility Developm	Carnegie Mellon University, Pittsburgh, PA
CMU Roselawn 15 Renovation	18-012	Caliber	\$ 213,239	Campus Design & Facility Developm	Carnegie Mellon University, Pittsburgh, PA
STEM Lab and Bathroom Renovations	18-013	Caliber	\$ 598,300	LGA Partners	Penn Hills Charter School for Entrepreneurship, Penn Hills, PA
Heinz History Center Front Entrance Renovations	18-014	Caliber	\$ 191,033	The Design Alliance Architects	Heinz History Center, Pittsburgh, PA
PSU Pattee Library Renovation - General Trades (Concrete & Finish Carpent	18-017	Caliber	\$ 472,363	WTW Architects	Pennsylvania State University, University Park, PA
Ambulatory Care and Physician Section Improvement	18-018	Caliber	\$ 497,482	Veterans Technical Services, LLC	VA Medical Center, Clarksburg, WV
Silcotek Manufacturing Phase 2 Addition	18-019	Caliber	\$ 591,357	Olsen Architecture	Silcotek, LLC

Project Experience



Updated: 11/08/22

Project Name	Job No.	Team vs. Caliber	Contract Value	Architect	Owner
St. James Rectory Renovations - Preconstruction	18-021	Caliber	\$ 50,000	n/a	Roman Catholic Diocese of Pittsburgh, PA
Pitt Global Hub Renovation - General Trades	18-022	Caliber	\$ 95,497	Strada Architecture	University of Pittsburgh, Pittsburgh, PA
State College Police Station Interior Renovation	18-023	Caliber	\$ 108,467	Henry Architecture & Design	Borough of State College, State College, PA
Hosanna House Sherwood Kitchen Renovation	18-024	Caliber	\$ 270,876	Rothschild Doyno Collaborative	Hosanna House, Inc., Wilkensburg, PA
Pgh. Veterinary Hospital CT Scanner Replacement	18-025	Caliber	\$ 42,073	Scot Kurtz Architect PC	Blue Pearl Veterinary Partners, Pittsburgh, PA
Osteostrong Tenant Build-Out	18-026	Caliber	\$ 211,439	Avon Graf Architects LLC	East Side Limited Partnership, Pittsburgh, PA
Nova Place Tower 2 13th Floor Renovation	19-001	Caliber	\$ 331,165	Design 3 Architecture	Faros Properties, Pittsburgh, PA
Palace Theatre Office Buildout - Preconstruction	19-005	Caliber	\$ 244,248	n/a	Westmoreland Cultural Trust, Greensburg, PA
Key Bank Penn Ave. New Construction - General Trades	19-006	Caliber	\$ 280,844	Vocon Partners	Key Bank National Association
Selinsgrove H.S. and M.S. Renovations	19-008	Caliber	\$ 2,405,530	KCBA Architects	Selinsgrove Area School District
Propel Montour Interior Renovation	19-009	Caliber	\$ 66,737	LGA Partners	Propel Schools, Pittsburgh, PA
W&J Presidents Row Renovations - General Trades	19-010	Caliber	\$ 743,000	Kimmel Bogrette Architecture & Site	Washington & Jefferson University, Washington, PA
Univ. Park Airport Canopies	19-011	Caliber	\$ 737,699	Hoffman Leakey Architects, LLC	University Park Airport Authority
Key Bank WPA Remodels - Multiple Branches	19-012	Caliber	\$ 183,083	Vocon Partners	Key Bank National Association
Northside Façade Removal	19-013	Caliber	\$ 127,151	LGA Partners	Propel Schools, Pittsburgh, PA
CMU Wean Lab Renovations	19-016	Caliber	\$ 386,331	H. F. Lenz	Carnegie Mellon University, Pittsburgh, PA
Caliber Contracting Office Expansion	19-018	Caliber	Cost Not Disclosed	n/a	Steiner Realty, Pittsburgh PA
South Park Fair Ground Façade Repairs	19-020	Caliber	\$ 57,173	n/a	Allegheny County
CMU Beeler St. Window Replacement	19-021	Caliber	Task Order Contract	n/a	Carnegie Mellon University, Pittsburgh, PA
Pgh. Veterinary Hospital Renovations	19-022	Caliber	\$ 136,164	Scott Kurt Architects, PC	Pittsburgh Veterinary Hospital
Fort Cherry H.S. HVAC Upgrades	19-023	Caliber	\$ 30,761	n/a	Fort Cherry School District
Bridgeport Recreation Complex	19-024	Caliber	\$ 254,165	Omni Associates- Architects, Inc.	City of Bridgeport, WV
CMU Greek Quad Façade	20-004	Caliber	\$ 253,071	StructureTec Engineering	Carnegie Mellon University, Pittsburgh, PA
PPS Greenfield Elementary Restrooms	20-003	Caliber	\$ 302,857	HHS DR Architects	Pittsburgh Public Schools
PPS Brasher High School Locker Room Renovations	20-004	Caliber	\$ 377,708	Marvin Miller Architects	Pittsburgh Public Schools
Cal. U Veterinary Technology Renovation	20-005	Caliber	\$ 739,101	MCF Architects	California University of PA
Bloomsburg Univ. Student Rec Center	20-006	Caliber	\$ 1,059,671	KCBA Architects	Bloomsburg University, Bloomsburg, PA
West Allegheny High School Science Rooms Renovations	20-007	Caliber	\$ 1,146,754	The Hayes Design Group	West Allegheny School District
Elmwood Academy Phase 3 Addition	20-008	Caliber	\$ 5,649,399	Crabtree, Rohrbaugh & Associates	Mechanicsburg Area School District
Propel Braddock Hills Science Rooms Renovation	20-010	Caliber	\$ 83,300	Graves Design Group, LLC	Propel Schools, Pittsburgh, PA
Propel Montour Science Rooms Renovation	20-011	Caliber	\$ 142,278	Graves Design Group, LLC	Propel Schools, Pittsburgh, PA
ALCOSAN O & M Building Façade Renovations	20-012	Caliber	\$ 453,427	WRA Architects	ALCOSAN
Blackhawk High School Entrance Renovation	20-013	Caliber	\$ 1,129,332	Eckles Architecture & Engineering	Blackhawk School District
Baden Academy Roof & Window Replacement	20-014	Caliber	\$ 1,027,354	HHS DR Architects	Baden Academy Charter School
AIU Security Vestibule Renovations	20-015	Caliber	\$ 163,247	HHS DR Architects	Allegheny Intermediate Unit
St. Bede School Penthouse Classroom Renovation	20-016	Caliber	\$ 19,730	n/a	Roman Catholic Diocese, Pittsburgh, PA
Wetzel Co. Annex Phase 1 Office Renovation	20-017	Caliber	\$ 4,617,170	The Thrasher Group	Wetzel Co. Commission, Wetzel WV
Amazon FFE Shelving Assembly	20-018	Caliber	\$ 50,519	n/a	Amazon
PSU Altoona Cedar Hall HVAC Upgrades	20-019	Caliber	\$ 348,011	Entech Engineering	Pennsylvania State University, University Park, PA
Johnson VA Medical Center Xray Room 2198	21-001	Caliber	\$ 55,706	n/a	H&H Design Build
Former Woodburn School ADA Improvements	21-002	Caliber	\$ 326,453	Mills Group	The City of Morgantown, Morgantown WV
Lehman Library Starbucks Renovation	21-003	Caliber	\$ 97,300	WTW Architects	Shippensburg University, Shippensburg, PA
Kriner Hall Freshens Renovation	21-004	Caliber	\$ 126,700	WTW Architects	Shippensburg University, Shippensburg, PA
Clearfield County Jail Infirmary Addition	21-005	Caliber	\$ 166,924	KTH Architects	Clearfield County Commissioner, Clearfield, PA
PSU Dining Commons Building	21-006	Caliber	\$ 169,521	n/a	Pennsylvania State University, Beaver, PA
Lincoln Intermediate Unit #12 Renovation	21-007	Caliber	\$ 585,686	Crabtree, Rohrbaugh & Associates	Lincoln Intermediate Unit, New Oxford PA
CMU Porter Hall Renovations	21-009	Caliber	\$ 269,259	Perfido Weiskopf Architects	Carnegie Mellon University, Pittsburgh, PA

Project Experience



Updated: 11/08/22

Project Name	Job No.	Team vs. Caliber	Contract Value	Architect	Owner
Blackhawk High School Kitchen Equipment Renovation	21-010	Caliber	\$ 62,851	Eckles Architecture & Engineering	Blackhawk School District, Beaver PA
Riverside HS & MS Alterations	21-011	Caliber	\$ 288,750	HHS DR Architects	Riverside Beaver County School District, Beaver PA
Propel Northside Entrance Renovation	21-012	Caliber	\$ 34,927	Graves Design Group, LLC	Propel Schools, Pittsburgh, PA
Ringgold Natatorium & Locker Room Renovation	21-013	Caliber	\$ 3,380,801	HHS DR Architects	Ringgold School District, Monongahela, PA
CMU Presidents Residence	21-014	Caliber	\$ 103,800	n/a	Carnegie Mellon University, Pittsburgh, PA
Brookline Teen Outreach Renovations	21-015	Caliber	\$ 308,983	VEBH Architects	Brookline Teen Outreach, Pittsburgh, PA
PSU PAW Center Renovation & Addition	21-016	Caliber	\$ 765,958	Kimmel Bogrette Architecture & Site	Penn State University, Scranton PA
CMU Heinz Rotunda	21-017	Caliber	\$ 215,278	GBBN Architects	Carnegie Mellon University, Pittsburgh, PA
East End Behavioral Power Therapy Renovations	21-019	Caliber	\$ 51,430	n/a	Power Recovery, Pittsburgh PA
Clairton School District Office Fitout	21-020	Caliber	\$ 139,958	Kudravy Architects	Clairton School District, Clairton PA
Valley High School Bridge Renovation	21-021	Caliber	\$ 358,000	Patton Engineering LLC	New Kensington Arnold SD, New Kensington PA
Johnson VA Medical Center Xray Room 2200	21-022	Caliber	\$ 39,940	n/a	H&H Design Build, Clarksburg WV
Hall Industries Demising Wall	21-023	Caliber	\$ 94,965	n/a	Cooper Commons LLC
BJ's Wholesale Repair Work	21-024	Caliber	\$ 21,192	n/a	Wagner Development Co., Inc.
HAAS Sound Mitigation Phase 3	22-001	Caliber	\$ 337,373	Spillman Farmer Architects	Bloomsburg University, Bloomsburg, PA
Seton Center Renovations Phase 2	22-002	Caliber	\$ 912,439	Inscape Stuidio	Elizabeth Seton Center, Pittsburgh, PA
CAMS North Window Replacement	22-003	Caliber	\$ 1,624,500	Crabtree, Rohrbaugh & Associates	Chambersburg Area School District, Chambersburg, PA
Ringgold HS Misc. Improvements	22-004	Caliber	\$ 2,380,000	HHS DR Architects	Ringgold School District, Monongahela, PA
PVSEC ICU Table Replacement	22-005	Caliber	\$ 14,137	n/a	Blue Pearl Veterinary Partners, Pittsburgh, PA
ECS Middle School Upper Lot Development	22-006	Caliber	\$ 400,715	Ethos Collaborative	Environmental Charter School, Pittsburgh, PA
Camp Dawson Training Institute	22-007	Caliber	\$ 1,491,100	ZZM Architects	WV Army National Guard, Charleston, WV
PVSIC ICU Counter Replacement	22-008	Caliber	\$ 13,789	n/a	Blue Pearl Veterinary Partners, Pittsburgh, PA
Navy Hall Renovations	22-009	Caliber	\$ 117,329	Strosser/Baer Architects LLC	Bloomsburg University, Bloomsburg, PA
Penn Hills Charter School 2nd Floor	22-010	Caliber	\$ 6,292,372	LGA Partners	Penn Hills Charter School for Entrepreneurship, Penn Hills, PA
Redbank Auditorium Renovation	22-011	Caliber	\$ 187,121	Amos E. Rudolph Architecutre, LLC	Redbank Valley School District, New Bethlehem, PA
HHS DR Alterations	22-012	Caliber	\$ 6,577	n/a	HHS DR Architects
Courtroom 307A Renovation	22-013	Caliber	\$ 1,117,194	DLA Architecture	Allegheny County, Pittsburgh, PA
Richland Community Barn Renovation	22-014	Caliber	\$ 700,600	HHS DR Architects	Richland Township, Gibsonia, PA
Belle Vernon Walk In Freezers	22-015	Caliber	\$ 109,900	Sleighter Design	Belle Vernon School District, Belle Vernon, PA
Ringgold Admin. Building Misc. Improvements	22-016	Caliber	\$ 356,200	HHS DR Architects	Ringgold School District, Monongahela, PA
Mattress Factory Artist Residence	22-017	Caliber	\$ 319,015	Indovina Associates Architects	Mattress Factory, Pittsburgh, PA
PSU Food Service Conduit Relocation	22-018	Caliber	\$ 364,731	Larson Design Group Inc.	Pennsylvania State University, University Park, PA



Master Builders' Association

Of Western Pennsylvania, Inc.

Sponsor Of Construction Advancement Program

June 6, 2022

Mr. Kevin McNulty
Caliber Contracting Services, Inc.
104 E. Swissvale Ave.
Pittsburgh, PA 15218

Dear Kevin,

We appreciate your dedication and commitment to the Master Builders' Association. Thank you for renewing your membership with us this year. Enclosed is your 2022 "Member in Good Standing" sticker to add to your member Certificate that you received when you first joined the MBA.

This is a year of next steps and new opportunities. As we continue our industry advocacy efforts, improving integration of technology and working towards a successful workforce development outcome, we are here for you.

On behalf of the MBA Board of Directors and our amazing MBA staff, we look forward to an exciting 2022 and encourage you and your employees to take advantage of the programs and services we offer. Please let us know the ways that we can support your business and serve you and your team best.

Stay healthy & safe and I look forward to seeing you at upcoming MBA events.

Respectfully,

David D. Daquelente

Executive Director

*The above firm
is a member
of good standing
for the year
2022*

WESTERN PA CHAPTER
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"Leading the Industry, Building the Region"

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Bloomsburg University Scranton Kitchen Renovation

This project involved renovation of the kitchen at the Scranton Commons building at Bloomsburg University. The scope of work included tiling, drywall, ceilings, kitchen equipment, and electric. This project had a quick turnaround to its completion date due to students returning earlier for the school year.

Pertinent Project Features:

- ◆ Quick Turnaround to Completion
- ◆ Kitchen Equipment

Key Facts

Owner: Bloomsburg University

Architect: Greenman Petersen, Inc.

Location: Bloomsburg, PA

Size: sq. ft.

Value: \$768,446





Elmwood Academy Addition & Renovations

This project involved renovations to an existing school along with a two story addition to provide more classrooms. The scope of work included demolition, concrete, masonry, steel, rough carpentry, finish carpentry, roofing, doors, glazing, drywall, ceilings, flooring, tiling, lockers, library furniture, food service equipment, sitework, fencing, and landscaping. Originally proposed to be a one story addition, Caliber worked closely with owner and architects to design and construct a second story to the building addition. A new media center was constructed for the school utilizing educational casework library furniture in its design.

Pertinent Project Features:

- ◆ Design-Build Addition
- ◆ Value and Scope of Work
- ◆ New Media Center

Key Facts

Owner: Mechanicsburg Area School District

Location: Mechanicsburg, PA

Size: 50,410 sq. ft.

Value: \$5,474,142





Hosanna House Sherwood Kitchen Renovation

This project involved the renovation of an existing kitchen. The scope of work included demolition, masonry, rough carpentry, finish carpentry, roofing, doors, windows, drywalls, ceilings, tiling, fire protection, plumbing, HVAC, and electrical systems.. The Sherwood Kitchen Renovation was a CITF funded project for a non-profit owner in Hosanna House, Inc.

Pertinent Project Features:

- ◆ Work with non-profit
- ◆ Grant Funded Project
- ◆ Architectural, Mechanical, Electrical, and Plumbing Scope of Work

Key Facts

Owner: Hosanna House, Inc.

Location: Wilksburg, PA

Size: 485 sq. ft.

Value: \$270,876





Penn State Pattee Library Renovation & Courtyard Infill

This project involved renovation of an existing university library originally constructed in 1940. The scope of work included all rough carpentry, finish carpentry, and concrete flatwork throughout the three floors within the area of the scope of work. Caliber worked closely with both Alexander and Penn State University to provide and install the custom, one of a kind acrylic canvas panels as well as the custom lab made benches. All materials and labor supplied and executed by Caliber were done so in accordance to the LEED standards of the project.

Pertinent Project Features:

- ◆ Concrete Flatwork
- ◆ Casework & Millwork
- ◆ Custom Acrylic Canvas Panels

Key Facts

Owner: Penn State University

Architect: WTW Architects

Construction Manager:

Alexander Building Company, Inc.

Location: State College, PA

Value: \$468,589





St. Bede STREAM Renovation

This project involved the selective demolition and renovation of existing classrooms to create a new STREAM Suite in an existing school in Pittsburgh, PA. The scope of work included selective demolition, new lab casework, acoustical cloud panels, as well as renovations to the fire protection, plumbing, HVAC, & electric systems in selective areas. Caliber worked closely with the architects and the St. Bede Parish to finalize the design for the renovation and select all finishes and furniture. Different specialty finishes were utilized throughout the renovation, such as the tectum cloud panels and white board painted walls in the "explore capsule".

Pertinent Project Features:

- ◆ Design-Build Renovation
- ◆ White-board walls in "explore capsule"
- ◆ Acoustical Cloud Panels
- ◆ Architectural, Mechanical, Electrical, and Plumbing Scope of Work

Key Facts

Owner: St. Bede Parish

Architect: VEBH Architects, P.C.

Location: Pittsburgh, PA

Size: 7,000 sq. ft.

Value: \$634,403





Palace Theatre Apartment Renovations

This project involved renovating the storefront entrance and 3rd floor apartments of the Palace Theatre, originally constructed in 1926. The scope of work included selective demolition, concrete, rough & finish carpentry, doors, glazing, flooring, drywall, ceilings, painting, fire protection, plumbing, HVAC, and Electrical work. Caliber worked closely with the Westmoreland Cultural Trust and architect to finalize the design and finishes of the new storefront and apartments. The execution of the renovation started from the ground up, replacing structural foundations of each floor, such as the joists and ceilings. During those replacements, scaffolding was used outside the building to support the structure. Being a historical landmark, Caliber worked closely to maintain all historical details of the façade of the building while renovating the storefront façade and replacing all windows.

Pertinent Project Features:

- ◆ Design Build, Ground-Up Renovation
- ◆ Historic Preservation of Facade
- ◆ Value & Scope of Work

Key Facts

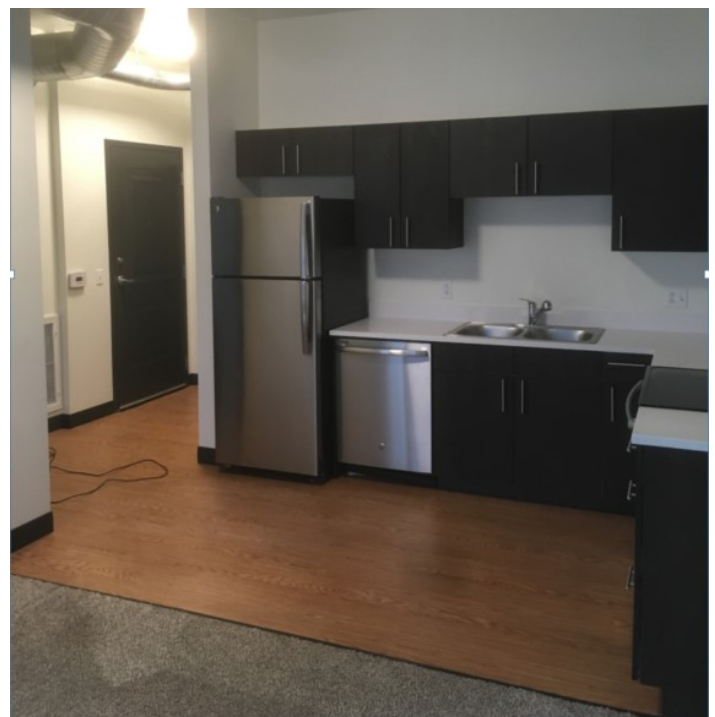
Owner: Westmoreland Cultural Trust

Architect: JMAC Architects

Location: Greensburg, PA

Size: 3,800 sq. ft.

Value: \$2,474,013





Baldwin Library Renovation

This project involved renovation of an existing building originally constructed in 1971 along with a one story addition to the existing structure. The scope of work included selective interior demolition, concrete sidewalks & curbs, exterior wood panels, new HVAC, plumbing, electrical, sprinkler fire alarm, security systems, and earthwork to prepare for the new addition. Caliber worked to ensure all necessary documentation was submitted and all requirements were met for execution of this CITF funded project.

Pertinent Project Features:

- ◆ One story addition to existing structure
- ◆ CITF Funded Project
- ◆ Architectural, Mechanical, Electrical and Plumbing Scope of Work
- ◆ Project Size and value

Key Facts

Owner: Baldwin Borough Public Library

Architect: GBBN Architects, Inc.

Location: Pittsburgh, PA

Size: 10,480 sq. ft.

Value: \$1,285,723



OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2022



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1518-0178

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-1644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms in this

Establishment Information

Your establishment name Celler Contracting Services, Inc.
 Street 104 East Swisshole Avenue
 City Pittsburgh State PA Zip 15218
 Industry description (e.g., Manufacture of motor truck trailers)
Construction
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 8 2 2 0

Employment Information

Annual average number of employees 74
 Total hours worked by all employees last year 40,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Kevin McNulty
 Company executive

President
 Title

412 205-8283
 Phone

4/12/2023
 Date

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2021



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	
(1) Injury	0
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Caliber Contracting Services, Inc.
 Street 104 East Swissvale Avenue
 City Pittsburgh State PA Zip 15218
 Industry description (e.g., Manufacture of motor truck trailers)
Construction
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees 76
 Total hours worked by all employees last year
\$ 68,000

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Kevin McNulty
Company executive

President
Title

(412) 205-8283
Phone

1/31/2022
Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2020



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
60	0
(K)	(L)

Injury and Illness Types

Total number of... (M)	
(1) Injury	4
(2) Skin Disorder	0
(3) Respiratory Condition	0
(4) Poisoning	0
(5) Hearing Loss	0
(6) All Other Illnesses	0

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Establishment information

Your establishment name Caliber Contracting Services, Inc.

Street 104 East Swissvale Avenue

City Pittsburgh State PA Zip 15218

Industry description (e.g., Manufacture of motor truck trailers)
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees 75

Total hours worked by all employees last year 61,952

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Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.



Company executive

President
Title

(412) 205-8283

Phone

3/16/2021

Date

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

Year 2019



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>5</u>	<u>30</u>
(K)	(L)

Injury and Illness Types

Total number of... (M)	(1) Injury	(2) Skin Disorder	(3) Respiratory Condition	(4) Poisoning	(5) Hearing Loss	(6) All Other Illnesses
	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

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Construction
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1 5 4 2
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees 60
 Total hours worked by all employees last year 55,120

Sign here

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I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive

President
 Title

(412) 205-8283
 Phone

1/1/2020
 Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2018



U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
<u>0</u>	<u>0</u>
(K)	(L)

Injury and Illness Types

Total number of... (M)	
(1) Injury	<u>0</u>
(2) Skin Disorder	<u>0</u>
(3) Respiratory Condition	<u>0</u>
(4) Poisoning	<u>0</u>
(5) Hearing Loss	<u>0</u>
(6) All Other Illnesses	<u>0</u>

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Construction
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1 5 4 2
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information

Annual average number of employees 45
 Total hours worked by all employees last year 47,618

Sign here

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I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive

President
 Title

(412) 205-8283
 Phone

1/1/2019
 Date