



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 89306

Doc Description: Addendum No. 5 - FWAATS project for WVANG

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-05-01	2015-05-06 13:30:00	CRFQ 0603 ADJ1500000006	6

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

McClanahan Construction Co., LLC
 744 Poca River Rd N
 Poca, WV 25159
 (304) 776-3355

05/06/15 13:15:34
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Tara Lyle
 (304) 558-2544
 tara.l.yle@wv.gov

Signature X *Brian D. McClanahan*

FEIN # 55-0698258

DATE 5/6/15

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

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Trench drain system	327	LF	\$520.00	\$170,040.00

Comm Code	Manufacturer	Specification	Model #
72152700			

Extended Description :

Addendum No. 5 - To provide Joint Layout Plan Detail drawing.

The bid opening remains on 05/06/2015 at 1:30 pm.

The WV Purchasing Division for the agency, WV Army National Guard's Division of Engineering and Facilities, is soliciting bids to provide all labor, materials, and all associated costs to rehabilitate the trench drain system at the FWAATS Facility located at 100 Fixed Wing Drive in Bridgeport, WV 26330, per the attached specifications.

Plans and specifications may be obtained from Charleston Blueprint located at 1203 Virginia Street, East, Charleston, WV 25301; Phone 304-343-1063 or toll free (800) 220-9625. Non-refundable cost for a full-size set of bidding documents is \$50.00.

There is a mandatory pre-bid meeting scheduled for 04/15/2015 at 10:00 am at the FWAATS facility located at 100 Fixed Wing Drive Bridgeport, WV 26330.

CONTRACT ITEM#1- BASE BID- Trench drain system.

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate Proposal #1 Concrete Slab Replacement	120	SY	\$445.00	\$53,400.00

Comm Code	Manufacturer	Specification	Model #
72152700			

Extended Description :

CONTRACT ITEM #2- Alternate Bid #1 - Concrete Slab Replacement

ADJ150000006	Document Phase Final	Document Description Addendum No. 5 - FWAATS project for WWANG	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CRFQ ADJ1500000006
FWAATS Trench Drain & Concrete Apron Rehabilitation
Bridgeport, WV

SECTION I – BASE BID AND ALTERNATES

Dated: May 6, 2015
(Bidder to insert date bid submitted)

SUBMITTED BY:

McClanahan Construction Co., LLC
744 Poca River Rd N
Poca, WV 25159

(hereinafter called "Bidder")

West Virginia Contractor's License Number: WV #004165

SUBMITTED TO: The State of West Virginia

The undersigned, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda issued, hereby proposes to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:

FWAATS Trench Drain and Concrete Apron Rehabilitation
West Virginia Army National Guard
Bridgeport, Harrison County, West Virginia

All in accordance with the Drawings and Specifications as prepared by Capitol Engineering, Inc., 1206 Kanawha Blvd E, Suite 201, Charleston, WV 25301.

CONTRACT ITEM #1

BASE BID:

For the Sum of: Two hundred fifteen thousand four hundred sixty dollars and no cents

(\$ 215,460.00)

ALTERNATE(S)

The Owner may or may not select the alternate(s).

The contract will be awarded based on the grand total of the Base Bid and any Alternate Bid Item(s). Owner will select Alternate Bid Item(s) in the order presented in the bid documents, and Owner reserves the right to accept or reject the alternate bid(s) if the costs exceed the amount budgeted for the Project. This language supersedes any language contained in the AIA A701 with reference to the acceptance of bid (award).

(“Provide” means ‘furnish and install’. Include in bids below all related coordination and modification requirements associated with the Work of each Alternate).

Refer to Section 01030 “Alternates” for description of Alternate(s).

CONTRACT ITEM #2

Alternate Bid No. 1 – Concrete Slab Replacement

Add the Sum of: Fifty three thousand four hundred dollars and no cents

(\$ 53,400.00)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than 180 calendar days (or less, if feasible) from Notice to Proceed. The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with GP-54 of the General Provisions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Contractor to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and their proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and binding and may not be withdrawn for a period of 90 days.

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

Addendum #1, dated 4/2/15 Addendum #2, dated 4/23/15 Addendum #3, dated 4/27/15
Addendum #4, dated 4/28/15 Addendum #5, dated 5/1/15

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work in an expeditious, substantial, and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.


It is understood that the Owner reserves the right to reject any/or all proposals, or part thereof or items therein, and to waive technicalities as required for the best interests of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract.

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same effect as if such were repeated at length herein, or where physically attached hereto. The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid). We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

Contract Award: The contract is intended to provide the agency with a purchase price for the Contract Items. The contract shall be awarded to the Vendor that provides the overall lowest cost for Contract Item #1 (Base Bid). Contract Item #2 (Add Alt. No. 1) will be awarded if funding is available.

SIGNATURE OF BIDDER:

Firm: McClanahan Construction Co., LLC **By:** 
Address: 744 Poca River Rd N **Title:** Managing Member
Address: Poca, WV 25159 **Phone:** 304-776-3355
Address: _____ **Fax:** 304-776-6121
Tax Cert#: State: 2003-8998 Federal: 55-0698258

End of Section I

SECTION II - BID ITEMS AND UNIT COSTS

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

The Engineer shall be notified if the Bidder's takeoff varies significantly from the Engineer's estimated quantities.

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	General Administration (maximum 5%)	1	LS	9,000.00	9,000.00
2	Mobilization/Demobilization (maximum 5%)	1	LS	10,000.00	10,000.00
3	Quality Control (maximum 2%)	1	LS	3,500.00	3,500.00
4	B&O Tax Allowance (2% of total)	1	LS	4,220.00	4,220.00
5	Trench Drain Rehabilitation	327	LF	520.00	170,040.00
6	Pavement Marking	2,200	LF	8.50	18,700.00
				TOTAL	215,460.00

BID ALTERNATES

BID ALTERNATE #1 - CONCRETE SLAB REPLACEMENT

7	Concrete Slab Replacement	120	SY	445.00	53,400.00
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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO - ADJ150000006

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 dated 4/2/15	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2 dated 4/23/15	<input type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3 dated 4/27/15	<input type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4 dated 4/28/15	<input type="checkbox"/> Addendum No. 9
<input checked="" type="checkbox"/> Addendum No. 5 dated 5/1/15	<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.

McClanahan Construction Co., LLC

Company



Authorized Signature

05/06/2015

Date

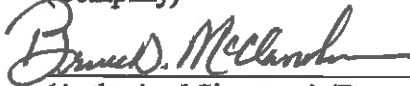
NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

McClanahan Construction Co., LLC

(Company)



Bruce D. McClanahan, Managing Member

(Authorized Signature) (Representative Name, Title)

Phone: 304-776-3355 Fax: 304-776-6121 May 6, 2015

(Phone Number) (Fax Number) (Date)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, McClanahan Construction Company, LLC
of Poca, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
FWAATS Project for WVANG 100 Fixed Wing Drive Bridgeport WV CRFQ ADJ1500000006 Concrete Installation
and Repair Services - According to Plans and Specifications

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 30th day of April, 2015

Principal Seal

McClanahan Construction Company, LLC
(Name of Principal)
By: Bruce D. McClanahan
(Must be President, Vice President, or
Duly Authorized Agent)
MANAGING MEMBER
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)
By: Kimberly J. Wilkison
Kimberly J. Wilkison, WV Resident Agent Attorney-in-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/17/13, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 4752152 06

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint GREGORY T. GORDON, ALLAN L. MC VEY, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of DECEMBER A.D., 2013 .

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 17th day of DECEMBER A.D., 2013 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 30th day of April A.D., 2015.



Frank A. Carrino Secretary



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

STATE OF WEST VIRGINIA,
COUNTY OF Putnam, TO-WIT:

I, Bruce D. McClanahan, after being first duly sworn, depose and state as follows:

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

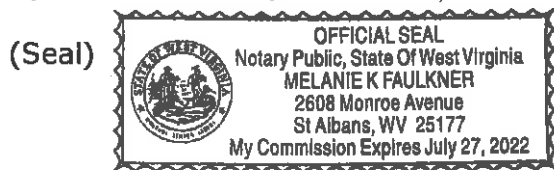
maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D.

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

By: *Bruce D. McClanahan*
 Title: Managing Member
 Company Name: McClanahan Construction Co., LLC
 Date: 05/04/2015

Taken, subscribed and sworn to before me this 4th day of May, 2015.

By Commission expires July 27, 2022



Melanie K. Faulkner
 (Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: McClanahan Construction Co., LLC
Authorized Signature: *Brian O. McClanahan* Date: 05/04/2015

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 4th day of May, 2015.

My Commission expires July 27, 2022.

AFFIX SEAL HERE

NOTARY PUBLIC *Melanie K. Faulkner*

