

RECEIVED

FEB 21 2015
MAYNARD C. SMITH
CONSTRUCTION COMPANY, INC.



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

State of West Virginia
Request for Quotation

Proc Folder: 47904

Doc Description: ADDENDUM NO. 1 - RENOVATIONS TO WV LOTTERY HEADQUARTERS

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-02-18	2015-03-03 13:30:00	CRFQ 0705 LOT1500000004	2

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:

Maynard C. Smith Construction Company, Inc.
P.O. Box 11888
Charleston, WV 25339-1888
304-925-3190

03/03/15 13:24:44
WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Evelyn Melton
(304) 558-7023
evelyn.p.melton@wv.gov

Signature X

John Strickland FEIN # 55-0739233

DATE March 3, 2015

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

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID - RENOVATIONS				\$7,548,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

BASE BID - GENERAL CONTRACTOR TO INCLUDE LABOR, MATERIALS, EQUIPMENTS, TOOLS, INSTALLATIONS AND EQUIPMENTS TO COMPLETE CONSTRUCTION AND RENOVATIONS TO THE WV LOTTERY HEADQUARTERS.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	ALTERNATE 1 - FURNISH & INSTALL WOOD BASE				16,800-

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

ALTERNATE 1: PROVIDE AND INSTALL WOOD BASE IN LIEU OF RESILIENT RUBBER BASE AS INDICATED ON DRAWINGS AND AS SPECIFIED.

INVOICE TO		SHIP TO	
ACCOUNTS PAYABLE LOTTERY PO BOX 2067		PURCHASING LOTTERY 900 PENNSYLVANIA AVE	
CHARLESTON	WV25327-2067	CHARLESTON	WV 25302
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	ALTERNATE 2 - GLASS SIDELITES IN DOOR FRAMES				66,000-

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description :

ALTERNATE 2 - PROVIDE GLASS SIDELITES IN HOLLOW METAL DOOR FRAMES ADJACENT TO OFFICE ENTRANCE DOORS.

ADDENDUM NO. 1 IS ISSUED:

- TO PROVIDE RESPONSES AND CLARIFICATIONS TO VENDORS' QUESTIONS REGARDING THE ABOVE SOLICITATION
- TO PROVIDE VENDOR'S A COPY OF THE MANDATORY PRE-BID SIGN-IN SHEETS
- TO PROVIDE A REVISED SECTION II - BID ITEMS AND UNIT COST FORM (THIS IS PAGE 18 OF ADDENDUM NO.1 TO BE RETURNED AND SUBMITTED WITH YOUR BID)
- TO PROVIDE ADDENDUM ACKNOWLEDGMENT

LOT1500000004	Document Phase Final	Document Description ADDENDUM NO. 1 - RENOVATIONS T O WV LOTTERY HEADQUARTERS	Page 4 of 4
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Maynard C. Smith Construction Company, Inc.

Contractor's License No. WV000011

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

2.1. **DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV000011

Classification:
GENERAL BUILDING

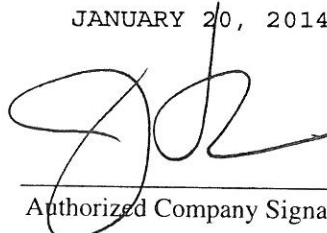
MAYNARD C SMITH CONSTRUCTION CO INC
DBA MAYNARD C SMITH CONSTRUCTION CO INC
PO BOX 11888
CHARLESTON, WV 25339-1888

Date Issued

JANUARY 20, 2014

Expiration Date

JANUARY 20, 2015



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: LOT1500000004

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 type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Maynard C. Smith Construction
Company, Inc.

Company

John Strickland Authorized Signature

March 3, 2015

Date

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



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

STATE OF WEST VIRGINIA,

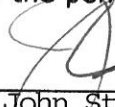
COUNTY OF Kanawha, TO-WIT:

I, John Strickland, after being first duly sworn, depose and state as follows:

1. I am an employee of Maynard C. Smith Construction Company, Inc.; and,
(Company Name)
2. I do hereby attest that Maynard C. Smith Construction Company, Inc.
(Company Name)

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

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

By: 
John Strickland
Title: President

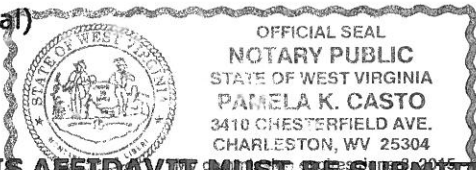
Company Name: Maynard C. Smith Construction Company, Inc.

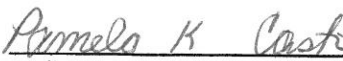
Date: March 3, 2015

Taken, subscribed and sworn to before me this 3rd day of March, 2015.

By Commission expires 6/3/2015

(Seal)




(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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Maynard C. Smith Construction Company Inc.
of Charleston, WV, as Principal, and Liberty Mutual Insurance Company
of Boston, MA, a corporation organized and existing under the laws of the State of
MA with its principal office in the City of Boston, 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
Solicitation No. CRFQ 0705 LOT150000004 Interior and Exterior Renovations for the WV Lottery Headquarters
Building - 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 3rd day of March, 2015.

Principal Seal

Maynard C. Smith Construction Company Inc.
(Name of Principal)

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

John Strickland President
(Title)

Surety Seal

Liberty Mutual Insurance Company
(Name of Surety)

By: [Signature]
Patricia A. Moye, WV Resident Agent Attorney-in-Fact

IMPORTANT -- Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6409183

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Allan L. McVey; Gregory T. Gordon; Kimberly J. Wilkinson; Patricia A. Moye

all of the city of Charleston, state of WV each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of January, 2014.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 9th day of January, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notary Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of March, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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. Please refer to Specification Section 012200 - Unit Prices for definitions, procedures and schedules of unit prices..

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

NO.	ITEM	QTY	UNIT	UNIT PRICE (\$)	EXTENDED PRICE (\$)
Parking Garage Repairs Base Bid					
Concrete Repair:					
1	Epoxy Injection	995	LF	63.00	63,282.00
2	Chemical Grout Injection	20	LF	84.80	1,696.00
3	Routing and Sealing	225	LF	10.80	2,430.00
4	Cutting and Patching Tee Connection Topping Slab	7,620	SF	25.25	192,398.00
5	Patching Precast Concrete Tee Flange	122	SF	201.89	24,625.00
6	Double Tee Steel Flange to Flange Connections	876	EA	81.62	71,499.00
7	Double Tee Steel Flange to Spandrel Connections	736	EA	82.74	61,636.00
8	Double Tee Steel Stem Connections	924	EA	205.00	189,420.00
9	Patching Precast Tee Stem and Girder Concrete	15	SF	201.40	3,021.00
10	Cutting and Patching Ramp and Inverted Tee slab	2,000	SF	30.53	61,060.00

END OF BID FORM - PART II

Submitted by: Maynard C. Smith Construction
Company, Inc.

29

(Firm Name)

BID FORM – SECTION I

Dated: March 3, 2015

(Bidder to insert date bid submitted)

SUBMITTED BY:

Maynard C. Smith Construction
Company, Inc. (hereinafter called "Bidder")

West Virginia Contractor's License Number: WV 000011

SUBMITTED TO:

WEST VIRGINIA LOTTERY (hereinafter called "Owner")

The Bidder, 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 or Clarifications issued, hereby propose to furnish all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete construction of

RENOVATIONS TO

WEST VIRGINIA LOTTERY HEADQUARTERS

CHARLESTON, WEST VIRGINIA

Submitted by: Maynard C. Smith Construction Company, Inc.

(Firm Name)

in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

BASE BID

For the sum of: Seven million five hundred forty-eight

thousand and 00/100 — Dollars (\$ 7,548,000.00)

ALTERNATES:

The stated Base Bid is subject to the following additions or deductions for Alternates which the Owner may select. ('Provide' means 'furnish and install.' Include in bids below all related coordination and modification requirements associated with the Work of each Alternate.)

Alternate No. 1 – Provide wood base in lieu of resilient rubber base as indicated on Drawings and as specified.

ADD the sum of: Sixteen Thousand Eight Hundred 00/100

_____ \$ 16,800.-

Alternate No. 2 – Provide glass sidelites in hollow metal door frames adjacent to office entrance doors as indicated on Drawings and as specified.

ADD the sum of: Sixty Six thousand 00/100

⌘ 66,000.00

Submitted by: Maynard C. Smith Construction Company, Inc.

(Firm Name)

If awarded contract on Base Bid, I (we) agree to perform the work to completion and ready for occupancy and use no later than 240 days after the date of the Owner's Notice To Proceed. The Bidder understands that the Owner may retain a sum as set forth in Section 011000 "Summary" for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, such 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.

Accompanying this proposal is a bid bond in the amount of Five percent (5%) of Amount Bid

_____ (\$_____),

payable to the Owner, which it is agreed shall be retained as liquidated damages by the Owner if the undersigned fails to execute a contract in conformance with the Form of Contract, and to furnish a Surety Company Bond in a penal sum equal to at least the full contract sum with ten (10) days after notification of award of the contract to the undersigned.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor. The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 days.


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

No. 1 - 2015-02-18 _____

Submitted by: Maynard C. Smith Construction Company, Inc.

(Firm Name)

SIGNATURE OF BIDDER:

Firm: Maynard C. Smith Construction Company, Inc. By:  John Strickland

Address: P.O. Box 11888 Title: President

Address: Charleston, WV 25339-1888 Phone: 304-925-3190

Tax Cert. #: 1043-4757

END OF BID FORM

RFQ No. CRFQ_LOT15*4

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: Maynard C. Smith Construction Company, Inc.

Authorized Signature: [Signature] Date: March 3, 2015
John Strickland, President

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 3rd day of March, 2015.

My Commission expires 6/3/2015, 20 .

AFFIX SEAL HERE

NOTARY PUBLIC Pamela K. Casto

Purchasing Affidavit (Revised 07/01/2012)

