



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: 137910

Doc Description: Addendum; Construction of Fishing Site at Tomlinson SP

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2015-10-20	2015-11-05 13:30:00	CRFQ 0310 DNR1600000010	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:

THE JAMES WHITE CONSTRUCTION Co.  
 4156 FREEDOM WAY  
 WEIRTON, WV 26062  
 304-748-8181

11/04/15 10:32:05  
 WV Purchasing Division

**FOR INFORMATION CONTACT THE BUYER**

Guy Nisbet  
 (304) 558-2596  
 guy.l.nisbet@wv.gov

RECEIVED OCT 23 2015

Signature X *Michael Gianni*

FEIN # 55-0346067

DATE 11/5/15

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

MICHAEL GIANNI, PRESIDENT

**ADDITIONAL INFORMATION:**

**Addendum**

Addendum No.01, issued to publish and distribute the information as attached.

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**CRFQ**

The West Virginia Purchasing Division for the Agency The West Virginia Division of Natural Resources, Parks and Recreation Section is seeking bids from qualified vendors to establish a one-time construction contract for the construction of a Fishing Accessible Site at the Tomlinson Run State Park at New Manchester, Hancock County, WV. per the bid requirements, specifications and terms and conditions as attached.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES TOMLINSON RUN STATE PARK 84 OSAGE RD NEW MANCHESTER WV 26056 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Nonresidential building construction services	0.00000			

Comm Code	Manufacturer	Specification	Model #
72141210			

**Extended Description :**

Fishing Accessible Site Construction at Tomlinson Run State Park

**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: THE JAMES WHITE CONSTRUCTION CO.

Contractor's License No. WV 000492

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

public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

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

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$250,000.00 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 provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.
  - a. Required Information. The subcontractor list shall contain the following information:
    - i. Bidder's name
    - ii. Name of each subcontractor
    - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
    - iv. Notation that no subcontractor will be used to perform more than \$25,000.00 of work, when applicable
  - b. Submission. The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor

list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

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 bill fails, is unable, or refuses to perform his subcontract.

6. **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.

**Fishing Accessible Site  
Tomlinson Run State Park  
New Manchester, WV**

**DIVISION OF NATURAL RESOURCES**

**INVITATION TO BID**

The Division of Natural Resources, Parks and Recreation, requests bids for a Fishing Accessible Site located in Tomlinson Run State Park, New Manchester, West Virginia. The project involves the construction of new concrete curbing and pavements, installation of segmental block retaining walls, a storm culvert, wood handrails, and other miscellaneous items associated with the construction.

The bidding documents consist of the Request for Quotations, plans and specifications.

Request for quotations may be obtained by contacting:

Guy Nisbet, Buyer Supervisor  
Department of Administration, Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305  
Telephone: 304-558-2596

Plans, specifications and drawings may be obtained from the Engineer

By contacting: E. L. Robinson Engineering  
Attn: Jeff Nelsen  
5088 Washington Street, West  
Charleston, WV 25313  
304 .776-7473  
304 .776-6426 FAX

There is no charge for the plans and specifications in either paper or CD format.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

**PROGRESS PAYMENTS** - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

Fishing Accessible Site  
Tomlinson Run State Park  
New Manchester, WV

10/20/2015

Form of Proposal

REVISED

Page 1 of 2

o Vendors must provide the REVISED Form of Proposal as an attachment when submitting their bids via online through WVOasis.

Name of Bidder:

THE JAMES WHITE CONSTRUCTION CO.

Address of Bidder:

4156 FREEDOM WAY  
WEIRTON, WV 26062

Phone Number of Bidder:

304-748-8181

WV Contractors License No.

WV000492

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

**BID:**

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

\$69,775<sup>00</sup>

Written in numbers.

Base Bid – Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents.

SIXTY NINE THOUSAND SEVEN HUNDRED SEVENTY FIVE DOLLARS & NO CENTS

Written in words.

Fishing Accessible Site  
Tomlinson Run State Park  
New Manchester, WV

10/20/2015

Form of Proposal

REVISED

Page 2 of 2

**ALTERNATES:**

Provide pricing for renovating the bridge and sidewalk to existing toilet per bid documents.

**Deduct Alternate # 1:**  
Renovations to bridge and sidewalk to existing toilet per bid documents.

**Written in numbers.**

\$ 7,600<sup>00</sup>

**Deduct Alternate # 1:**  
Renovations to bridge and sidewalk to existing toilet per bid documents.

**Written in words.**

SEVEN THOUSAND  
SIX HUNDRED DOLLARS  
& NO CENTS

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

Any work performed or any materials contracted for prior to the receipt of the Owner's written Notice to Proceed, shall be at the Bidder's risk.

**PROGRESS PAYMENTS** - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under the contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

  
Bidder's Signature

MICHAEL GIANNI, PRESIDENT

11/5/15  
Date



Fishing Accessible Site  
Tomlinson Run State Park  
New Manchester, WV

## INFORMATION FOR BIDDERS

### 1. Examination of Contract Documents and Site

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. The bidder is required to examine carefully the Contract Documents and the site of the work contemplated. The submission of a bid shall be considered prima facie evidence that the bidder has made such examination and has judged for and satisfied himself as to the character, quality, and quantity of work to be performed and material required to be furnished under the Contract.

### 2. Substitutions

Requests for approval of substitutions must be addressed to and received by the Engineer, Division of Natural Resources, Parks and Recreation Section, c/o Guy Nisbet, Buyer Supervisor, Purchasing Division, 2019 Washington Street, East, Charleston, WV. 25305, and to be given consideration must be received by the Vendor Question Submission Deadline as noted in the "Instructions to Vendors Submitting Bids" – Item 4.

Submission shall be made by prime Bidders; no consideration will be given to items submitted directly by manufacturers, suppliers, distributors or subcontractors. Substitutions of materials products or equipment for those items specified will be considered only when a written request, on Bidder's company letterhead, is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation shall include the following as well as other information:

- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item by item comparison of the significant qualities of each product will not be considered a complete submission.
- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufactures original product data information, no faxes or copies will be accepted.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Bidder's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

**Fishing Accessible Site  
Tomlinson Run State Park  
New Manchester, WV**

Burden of proof of merit of requested substitution is upon the submitter. Any request not including all of the required information will be considered incomplete. Incomplete requests shall be rejected. The Engineer has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with these Instructions to Bidders. All addenda so issued shall become part of the Contract Documents.

**3. Equivalent Products**

All products specified in these documents shall be understood to include an "or equal" clause. The requirements of Article 2 of this "Information for Bidders" document shall govern the use of any proposed equivalent products under the "or equal clause".



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 West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

#### Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

BID BOND PREPARATION INSTRUCTIONS

000030

AGENCY (A) \_\_\_\_\_  
RFQ/RFP# (B) \_\_\_\_\_

**Bid Bond**

- (A) WV State Agency  
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, \_\_\_\_\_ (C) of \_\_\_\_\_ (D), \_\_\_\_\_ (E) as Principal, and \_\_\_\_\_ (F) of \_\_\_\_\_ (G), \_\_\_\_\_ (H), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (I) with its principal office in the City of \_\_\_\_\_ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of \_\_\_\_\_ (K) (\$ \_\_\_\_\_ (L)) 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 \_\_\_\_\_ (M)

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 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 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, the \_\_\_\_\_ (N) day of \_\_\_\_\_ (O), 20 \_\_\_\_\_ (P).

Principal Seal \_\_\_\_\_ (Q)  
 (Name of Principal)  
 (R)  
 By \_\_\_\_\_ (S)  
 (Must be President, Vice President, or Duly Authorized Agent)  
 \_\_\_\_\_ (T)  
 Title  
 Surety Seal \_\_\_\_\_ (V)  
 (Name of Surety)  
 \_\_\_\_\_ (W)  
 Attorney-in-Fact

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

**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.**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, The James White Construction Company  
of Weirton, 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  
CRFQ 0310 - DNR160000010 - Tomlinson Run State Park Fishing Accessible Site

**NOW THEREFORE,**

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 5th day of November, 2015.

Principal Seal

The James White Construction Company  
(Name of Principal)  
By Michael Gianni  
(Must be President, Vice President, or  
Duly Authorized Agent)  
MICHAEL GIANNI, PRESIDENT  
(Title)

Surety Seal



Ohio Farmers Insurance Company  
(Name of Surety)  
By: Nicholas A. Sparachane  
Nicholas A. Sparachane 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.**

POWER NO. \_\_\_\_\_  
General Power of Attorney

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 their principal offices in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Nicholas A. Sparachane** of Wheeling and State of WV their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in their names, place and stead, to execute, acknowledge and deliver the following surety bond:

Surety Bond Number: Bid Bond  
Principal: The James White Construction Company  
Obligee: State of West Virginia

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 cancelling 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 1<sup>st</sup> day of April, A.D., 2014.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio  
County of Medina ss.:

On this 1<sup>st</sup> day of April, A.D., 2014, before me personally came Dennis P. Baus, to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY, and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Board of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



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

State of Ohio  
County of Medina ss.:

CERTIFICATE

I, Frank Carrino, Secretary of the 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 Board 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 seal of said Company at Westfield Center, Ohio, this 5<sup>th</sup> day of November, A.D., 2015.

  
Frank Carrino, Secretary



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

STATE OF WEST VIRGINIA,

COUNTY OF Brooke, TO-WIT:

I, Donald Gianni, Jr., after being first duly sworn, depose and state as follows:

- 1. I am an employee of The James White Construction Company; and,
2. I do hereby attest that The James White Construction Company

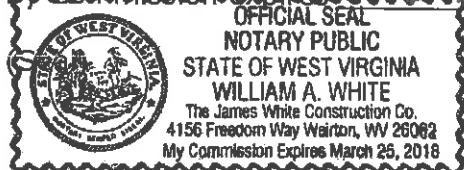
maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D.

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

Printed Name: Donald Gianni, Jr.
Signature: [Handwritten Signature]
Title: Corporate Secretary
Company Name: The James White Construction Company
Date: 11/2/15

Taken, subscribed and sworn to before me this 2nd day of November, 2015.

By Commission Expires 3-25-18



[Handwritten Signature]
(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 exceed 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: THE JAMES WHITE CONSTRUCTION CO.

Authorized Signature: Michael Gianni Date: 11/5/15  
MICHAEL GIANNI, PRESIDENT

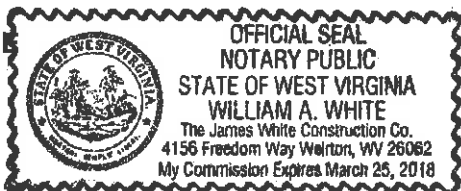
State of WV

County of BROOKE, to-wit:

Taken, subscribed, and sworn to before me this 5<sup>TH</sup> day of NOVEMBER, 2015.

My Commission expires 3-25, 2018

AFFIX SEAL HERE



NOTARY PUBLIC William A. White



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

**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.

THE JAMES WHITE CONSTRUCTION Co.  
Company

Michael Giannini  
MICHAEL GIANNINI, PRES Authorized Signature

11/5/15

Date

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

Revised 6/8/2012

**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.

THE JAMES WHITE CONSTRUCTION CO.  
(Company)

Michael Gianni MICHAEL GIANNI, PRESIDENT  
(Authorized Signature) (Representative Name, Title)

304-748-8181      304-748-8183(F)      11/5/15  
(Phone Number) (Fax Number) (Date)