

**CRFQ # COR160000002**

**ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY FOR  
THE COMPLETION OF THE INFRASTRUCTURE IMPROVEMENTS PROJECT  
UNDERGROUND WORK**

**ST. MARYS CORRECTIONAL CENTER**

**PLEASANTS COUNTY, WV**

**REVISED BID FORM**

Bidder's Company Name: Cherry River Construction, LLC

Bidder's Address: 85 Legacy Ridge  
Red House, WV 25168

Remittance Address: \_\_\_\_\_  
(If different)

Phone Number: 304-751-6815

Fax Number: 304-205-0832

Email Address: bhinkle2434@aol.com

WV Contractor's License Number: WV049126

**We, the undersigned, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.**

09/24/15 08:44:20  
WV Purchasing Division

COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price in Words</u>	<u>Approx. Description</u>	<u>Unit Price</u>	<u>Total</u>
					<u>In Figures</u>	<u>In Figures</u>
9			1 LS Mobilization			
			<u>ONE HUNDRED EIGHTY</u>			
			<u>THOUSAND</u> Dollars			
			and ZERO		Cents	
					\$ 180,000	\$ 180,000
18			140 LF 24" Steel Casing Pipe Bore & Jack	Complete-in-Place		
			<u>THREE HUNDRED THIRTY FIVE</u>			
			_____ Dollars			
			and ZERO		Cents	
					\$ 335	\$ 46,900
26A	7	EA	Connection to Existing Sewer System	Complete-in-Place		
			<u>TWO THOUSAND</u>			
			_____ Dollars			
			and ZERO		Cents	
					\$ 2000	\$ 14,000
26B	22	EA	Connection to Existing Sewer Service Lateral	Complete-in-Place		
			<u>NINE HUNDRED SIXTY</u>			
			_____ Dollars			
			and ZERO		Cents	
					\$ 960	\$ 21,120
29	1,600	LF	Type B Asphalt Trench Replacement	Complete-in-Place		

COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

**Item**

**Approx. Description**  
**Unit Price**      **Total**  
**Price**  
**In Figures**      **In Figures**

No.    Quantity    Unit    Unit Price in Words

\_\_\_\_\_  
FORTY      Dollars  
and      ZERO

Cents  
\$      40      \$ 64,000

COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price in Words</u>	<u>Approx. Description</u>	<u>Unit Price</u>	<u>Total</u>
					<u>In Figures</u>	<u>In Figures</u>
30	15	TN	Rock Rip Rap	Complete-in-Place		
			<u>FIFTY</u> Dollars			
			and <u>ZERO</u>		Cents	
					\$ <u>50</u>	\$ <u>750</u>
31	200	LF	Concrete Driveway Replacement	Complete-in-Place		
			<u>ONE HUNDRED TEN</u>			
			<u>                    </u> Dollars			
			and <u>ZERO</u>		Cents	
					\$ <u>110</u>	\$ <u>22,000</u>
32	100	TN	Special Fill Material	Complete-in-Place		
			<u>SIXTY</u>			
			<u>                    </u> Dollars			
			and <u>ZERO</u>		Cents	
					\$ <u>60</u>	\$ <u>6,000</u>
37A	1,600	LF	12" PVC Gravity Sewer Pipe	Complete-in-Place		
			<u>SEVENTY ONE</u>			
			<u>                    </u> Dollars			
			and <u>ZERO</u>		Cents	
					\$ <u>71</u>	\$ <u>113,600</u>
37B	300	LF	10" PVC Gravity Sewer Pipe	Complete-in-Place		

COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

**Item**

<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price in Words</u>	<b>Approx. Description</b>	<b>Unit Price</b>	<b>Total</b>
				<b>Price</b>	<b>In Figures</b>	<b>In Figures</b>
			<u>FORTY FOUR</u> Dollars			
			and <u>ZERO</u>			
					Cents <u>44</u>	
					\$ <u>          </u>	\$ <u>13,200</u>

COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

<b>Item</b>				<b>Approx. Description</b>	<b>Unit Price</b>	<b>Total</b>
<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price in Words</u>	<u>Price In Figures</u>	<u>In Figures</u>	
37C	1,500	LF	6" PVC Gravity Sewer Complete-in-Place			
			THIRTY SEVEN			
			_____ Dollars			
			and ZERO	Cents		
				\$ 37	\$	55,500
37D	400	LF	4" PVC Gravity Sewer Service Lateral Complete-in-Place			
			FORTY TWO			
			_____ Dollars			
			and ZERO	Cents		
				\$ 42	\$	16,800
37E	11	EA	12" x 12" x 6" Sanitary Tee Complete-in-Place			
			FIVE HUNDRED			
			_____ Dollars			
			and ZERO	Cents		
				\$ 500	\$	5500
37F	11	EA	12" x 12" x 4" Sanitary Tee Complete-in-Place			
			FIVE HUNDRED			
			_____ Dollars			
			and ZERO	Cents		
				\$ 500	\$	5500
40	1	LS	Relocation of Fire Hydrant, Connection to Existing Water System			

COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

Item

<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price in Words</u> and Necessary Piping	<u>Approx. Description</u>	<u>Unit Price</u> <u>Price</u> <u>In Figures</u>	<u>Total</u> <u>In Figures</u>
			EIGHT THOUSAND SEVEN	Complete-in-Place		
			HUNDRED _____ Dollars			
			and ZERO			
					Cents	
					\$ 8700	\$ 8700

COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

**Item**

<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price in Words</u>	<u>Approx. Description</u>	<u>Unit Price</u>	<u>Total</u>
					<u>In Figures</u>	<u>In Figures</u>
47A	250	LF	18" HDPE Storm Sewer Pipe Complete-in-Place  FIFTY TWO _____ Dollars and ZERO _____ Cents \$ 52 \$ 13,000			
47B	450	LF	12" HDPE Storm Sewer Pipe Complete-in-Place  FIFTY ONE _____ Dollars and ZERO _____ Cents \$ 51 \$ 22,950			
47C	250	LF	6" HDPE Storm Sewer Pipe Complete-in-Place  TWENTY SEVEN _____ Dollars and ZERO _____ Cents \$ 27 \$ 6750			
47D	1	LS	18" Concrete Headwall Complete-in-Place  ONE THOUSAND FIVE HUNDRED _____ Dollars and ZERO _____ Cents \$ 1500 \$ 1500			
47E	8	EA	Catch Basin, w/ Lockable Frame & Grate Complete-In-Place			



COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

**Item**

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				<u>Price</u>	<u>In Figures</u>	<u>In Figures</u>
			<u>TWO THOUSAND TWO</u>			
			<u>HUNDRED</u> Dollars			
			and <u>ZERO</u>			
				Cents		
				\$	2200	\$ 17,600

COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

<b>Item</b>			<b>Approx. Description</b>	<b>Unit Price</b>	<b>Total</b>
<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price in Words</u>	<u>Price In Figures</u>	<u>In Figures</u>
47F	1	LS	Separation of Stormwater & Sewer in Unit 83, 6" Downspouts and Necessary Piping Complete-in-Place  NINETEEN THOUSAND  _____ Dollars  and ZERO Cents _____	\$ 19,000	\$ 19,000
48	1	LS	Installation of Two (2) – 2,000 Gallon Concrete Grease Traps at Unit 81, Necessary Piping to Connect to Sewer Line, Cleanouts, Re-plumbing of Internal Piping for Dishwasher and Sink, and Stone Filled Gabion Baskets Complete-in-Place  THIRTY THOUSAND  _____ Dollars  and ZERO Cents _____	\$ 30,000	\$ 30,000
49	1	LS	Muffin Monster, Manhole Enclosure w/ Lockable Lid, Concrete Pad, Conduit, Electrical, Controls, Spare Muffin Monster and All Other Related Work Complete-in-Place  ONE HUNDRED EIGHTY THOUSAND _____ Dollars  and ZERO Cents _____	\$ 180,000	\$ 180,000
50A	20	EA	Standard 4' Diameter Manhole w/ Lockable Watertight Frame and Cover, 0'-6' Depth  Complete-in-Place		

COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

**Item**

<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price in Words</u>	<u>Approx. Description</u>	<u>Unit Price</u>	<u>Total</u>
				<u>Price</u>		
				<u>In Figures</u>	<u>In Figures</u>	
			TWO THOUSAND SIX HUNDRED Dollars			
			and ZERO			
					Cents 2600	
					\$ _____	\$ 52,000

COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

<b>Item</b>		<b>Approx. Description</b>	<b>Unit Price</b>	<b>Total</b>	
<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price in Words</u>	<u>Price In Figures</u>	<u>Price In Figures</u>
50B	60	VF	Manhole Extra Depth Complete-in-Place TWO HUNDRED THIRTY _____ Dollars and ZERO	Cents 230 \$ _____	\$ 13,800
50C	7	EA	Drop Connection to Manhole Complete-in-Place EIGHT HUNDRED _____ Dollars and ZERO	Cents 800 \$ _____	\$ 5600
52	1	LS	Installation of 12 Helical Piles, Concrete Slab Raising and All Other Related Work Complete-in-Place SIXTY FIVE THOUSAND _____ Dollars and ZERO	Cents 65,000 \$ _____	\$ 65,000
56A	3,300	LF	4" Gas Line Complete-in-Place FORTY FIVE _____ Dollars and ZERO	Cents 45 \$ _____	\$ 148,500
56B	8	EA	4" Gas Valves and Box		

COR61763 – UNDERGROUND WORK  
ST. MARYS CORRECTION CENTER  
FORM OF PROPOSAL, CONTINUED

**Item**

<u>No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price in Words</u>	<b>Approx. Description</b>	<b>Unit Price</b>	<b>Total</b>
				<b>Price</b>	<b>In Figures</b>	<b>In Figures</b>
				Complete-in-Place		
			ONE THOUSAND FIVE			
			HUNDRED Dollars			
			and ZERO			
					Cents	
					\$ 1500	\$ 12,000
				<b>Total Bid COR61763</b>	\$ 1,161,270.00	

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 conditions 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.

RESPECTFULLY SUBMITTED:

DATE: 17 SEPTEMBER 2015

WV VENDOR NO.: 508100542

CONTRACTOR LICENSE NO.: WV049126

BY: 

(SIGNATURE, IN INK)

TITLE: MEMBER

FIRM NAME: CHERRY RIVER CONSTRUCTION, LLC

(CORPORATE

SEAL

ADDRESS: 85 LEGACY RIDGE RED HOUSE, WV 25168

IF APPLICABLE)

**END OF BID FORM for COR61763**

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Cherry River Construction, LLC  
of 561 Poca River Road Poca, WV 25159, as Principal, and Travelers Casualty and Surety Company  
of America of 1 Tower Sq., 5PB Hartford, CT, a corporation organized and existing under the laws of the State of Connecticut  
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of the total 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  
COR1600000002: Infrastructure Improvements, Underground Work, St. Marys Correctional Center

**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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
17th day of September, 2015.

Principal Corporate Seal

Cherry River Construction, LLC

(Name of Principal)

By J. Barber

(Must be President or  
Vice President)

Member

(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

Loren Hubbard  
Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals  
must be affixed, a power of attorney must be attached.**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 218346

Certificate No. 006132756

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

C. David Thomas, Richard L. Higginbotham, Bunnie Marie Perrine, Jeffery O'Dell, and Robin Hubbard-Sherrod

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of October, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 17th day of October, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 17th day of September, 20 15

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ COR160000002**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" 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.

**CHERRY RIVER CONSTRUCTION, LLC**

\_\_\_\_\_  
Company

  
\_\_\_\_\_  
Authorized Signature

**SEPTEMBER 24, 2015**

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment 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.

CHERRY RIVER CONSTRUCTION, LLC

(Company)



(Authorized Signature) (Representative Name, Title)

304-751-6815 ; 304-205-0832; 24 SEPTEMBER 2015

(Phone Number) (Fax Number) (Date)

**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: CHERRY RIVER CONSTRUCTION, LLC

Contractor's License No. WV049126

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.

# CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV049126

Classification:

GENERAL ENGINEERING  
EXCAVATION  
UTILITIES (SEWER & WATER)

CHERRY RIVER CONSTRUCTION LLC  
DBA CHERRY RIVER CONSTRUCTION LLC  
561 FOCA RIVER ROAD  
POCA, WY 25159

Date Issued

Expiration Date

FEBRUARY 11, 2015

FEBRUARY 11, 2016

  
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 13.



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, J. BRIAN HINKLE, after being first duly sworn, depose and state as follows:

1. I am an employee of CHERRY RIVER CONSTRUCTION, LLC; and,  
(Company Name)
2. I do hereby attest that CHERRY RIVER CONSTRUCTION, 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: \_\_\_\_\_

Title: MEMBER

Company Name: CHERRY RIVER CONSTRUCTION, LLC

Date: 24 SEPTEMBER 2015

Taken, subscribed and sworn to before me this 24 day of SEPTEMBER, 2015.

By Commission expires AUGUST 14, 2022

(Seal)



Angela R. Hinkle  
(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: CHERRY RIVER CONSTRUCTION, LLC

Authorized Signature: *J. Buntman* Date: 24 SEPTEMBER 2015

State of WEST VIRGINIA

County of PUTNAM, to-wit:

Taken, subscribed, and sworn to before me this 24<sup>TH</sup> day of SEPTEMBER, 2015.

My Commission expires AUGUST 14, 2022.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** *Angela R. Hinkle*

*Purchasing Affidavit (Revised 07/01/2012)*

