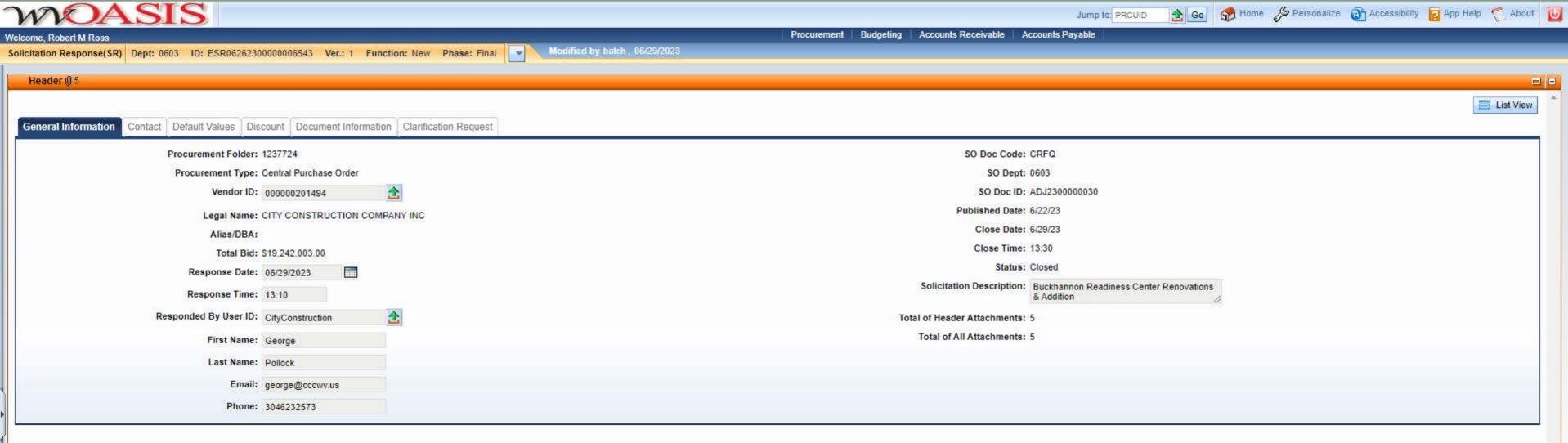
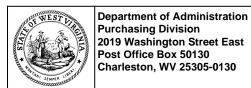


2019 Washington Street, East Charleston, WV 25305 Telephone: 304-558-2306 General Fax: 304-558-6026

Bid Fax: 304-558-3970

The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at *wvOASIS.gov*. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at *WVPurchasing.gov* with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.





State of West Virginia Solicitation Response

Proc Folder:

1237724

Solicitation Description:

Buckhannon Readiness Center Renovations & Addition

Proc Type:

Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2023-06-29 13:30	SR 0603 ESR06262300000006543	1

VENDOR

000000201494

CITY CONSTRUCTION COMPANY INC

Solicitation Number: CRFQ 0603 ADJ2300000030

Total Bid: 19242003 **Response Date:** 2023-06-29 **Response Time:** 13:10:43

Comments:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X

FEIN#

DATE

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

 Date Printed:
 Jun 29, 2023
 Page: 1
 FORM ID: WV-PRC-SR-001 2020/05

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Buckhannon Readiness Center Renovations-BASE BID				14445103.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

Commodity Line Comments:

Extended Description:

BASE BID-Buckhannon Readiness Center Renovations & Addition per the attached documentation.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Alternate Bid No. 1- Concrete Sidewalks and				129950.00
	paving				

Comm Code	Manufacturer	Specification	Model #	
72000000				

Commodity Line Comments:

Extended Description:

Alternate Bid No. 1- To provide concrete sidewalks, heavy-duty paving, and entrance pads as indicated on the Drawings and as specified.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Alternate Bid No. 2- Provide Maintenance Building				4650000.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

Commodity Line Comments:

Extended Description:

Alternate Bid No. 2- To provide Maintenance Building Area 'D' as indicated on the Drawings and as specified.

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Alternate Bid No. 3- Add Security Fencing & Gates				16950.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

Commodity Line Comments:

Extended Description:

Alternate Bid No. 3- To increase the chain link fabric height of the security fencing and gates associated with the Military Equipment Parking Areas to eight (8) feet as indicated on the Drawings and as specified.

Date Printed: Jun 29, 2023 Page: 2 FORM ID: WV-PRC-SR-001 2020/05



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

State of West Virginia Centralized Request for Quote Construction

Proc Folder:

1237724

Reason for Modification:

Doc Description: Buckhannon Readiness Center Renovations & Addition

Addendum No. 1

Proc Type:

Central Purchase Order

Date Issued

Solicitation Closes

Solicitation No

Version

2023-06-22

2023-06-29 13:30

CRFQ 0603

ADJ2300000030

2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

VENDOR

US

Vendor Customer Code: 000000201494

Vendor Name: City Construction Company, Inc.

Address: 284 Factory Street, Suite 101

Street:

City: Clarksburg

State: West Virginia

Country: US

Zip: 26301

Principal Contact: Beau Henderson

Vendor Contact Phone: 304-623-2573

Extension: 108

FOR INFORMATION CONTACT THE BUYER

David H Pauline 304-558-0067

david.h.pauline@wv.gov

Vendor Signature >

FEIN# 55-0487627

DATE 6/29/2023

FORM ID: WV-PRC-CRFQ-002 2020/05

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

Date Printed: Jun 22, 2023 Page: 1

ADDITIONAL INFORMATION

Addendum No. 1

- 1) Provide responses to vendor questions regarding the solicitation (see attached)
- 2) To change/modify the specifications and provide additional information regarding the solicitation (see attached) 3) To provide copies of the pre-bid meeting sign-in sheets (see attached)
- 4) Bid opening remains June 29, 2023, at 1:30 pm., est.

No other changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUCKHANNON READINESS CTR 929 BRUSHY FORK RD	
CHARLESTON US	WV	BUCKHANNON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Buckhannon Readiness Center Renovations-				\$14,445,103.00
	BASE BID				\$14,445,105.00

Comm Code	Manufacturer Specification		Model #	
72000000				

Extended Description:

BASE BID-Buckhannon Readiness Center Renovations & Addition per the attached documentation.

INVOICE TO		SHIP TO	
OFFICE		BUCKHANNON READINESS CTR	
1707 COONSKIN DR		929 BRUSHY FORK RD	
CHARLESTON US	WV	BUCKHANNON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate Bid No. 1- Concrete Sidewalks and				φ1 2 0.0 5 0.00
	paving				\$129,950.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

Extended Description:

Alternate Bid No. 1- To provide concrete sidewalks, heavy-duty paving, and entrance pads as indicated on the Drawings and as specified.

INVOICE TO		SHIP TO	SHIP TO		
OFFICE		BUCKHANNON READINESS CTR 929 BRUSHY FORK RD			
CHARLESTON US	WV	BUCKHANNON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Alternate Bid No. 2- Provide Maintenance Building				\$4,650,000.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

Extended Description:

Alternate Bid No. 2- To provide Maintenance Building Area 'D' as indicated on the Drawings and as specified.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUCKHANNON READINESS CTR 929 BRUSHY FORK RD	
CHARLESTON US	WV	BUCKHANNON US	WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Alternate Bid No. 3- Add Security Fencing & Gates				\$16,950.00

Comm Code	Manufacturer	Specification	Model #	
72000000				

Extended Description:

Alternate Bid No. 3- To increase the chain link fabric height of the security fencing and gates associated with the Military Equipment Parking Areas to eight (8) feet as indicated on the Drawings and as specified.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	Event Date	
1	Mandatory Prebid Mtg. 10:30 am	2023-06-13	
2	Technical Questions due 12:00 pm	2023-06-21	

	Document Phase	Document Description	Page 4
ADJ2300000030	Final	Buckhannon Readiness Center Renovations & Addition	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

BID FORM

DATED: <u>6/29/2023</u> (Bidder to insert date bid submitted)
SUBMITTED BY: (Name and Address)
WEST VIRGINIA CONTRACTOR LICENSE NUMBER: WV 001801
SUBMITTED TO: State of West Virginia
The undersigned, being familiar with local conditions affecting the cost of the work and the contract documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, and Specifications and any Addenda issued, hereby propose to perform everything required to be performed and to provide and furnish all the labor, materials, tools, expendable equipment and all services necessary to complete in a workmanlike manner all the work required for:
Additions and Renovations To The Buckhannon Readiness Center For The West Virginia Army National Guard Buckhannon, West Virginia
all in accordance with the Drawings and Specifications as prepared by ZMM, Inc. Architects and Engineers, 222 Lee Street West, Charleston, West Virginia 25302, (304) 342-0159. BASE BID:
For the sum of: Fourteen million four hundred forty five thousand one hundred
three dollars (\$ 14,445,103.00).
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.) Reference Section 012300 "Alternates".
Add-Alternate Bid No. 1 - To provide concrete sidewalks, heavy-duty paving, and entrance pads as indicated on the Drawings and as specified. If Add-Alternate Bid No. 1 is accepted,
ADD to Base Bid the sum of: One hundred twenty nine thousand nine hundred fifty dollars
(\$ <u>129,950.00</u>).
For Add-Alternate No.1: ADD days to Base Bid Construction Period.

BID FORM - SECTION 1

Add-Alternate Bid No. 2 - To provi as specified. If Add-Alternate Bid N		Building Area 'D' as indicated on the Ω,	Drawings and
ADD to Base Bid the sum of: For	ur million six	k hundred fifty thousand dollars	
		(\$_4,650,000.0).
For Add-Alternate No. 2: ADD	180	days to Base Bid Construction Pe	riod.
associated with the Military Equipm	nent Parking Ar	k fabric height of the security fencing areas to eight feet as indicated on the Draven the upgrade. If Add-Alternate Bid No.	vings and as
ADD to Base Bid the sum of: <u>Six</u>	teen thousar	d nine hundred fifty dollars	
		(\$_16,950.00).
For Add-Alternate No. 3: ADD	0	days to Base Bid Construction Pe	riod.
completion (or-beneficial occupance. The Bidder understands that the O accordance with, the Special Condit. Work remains uncompleted, which which the Owner will sustain per detime, and the sum is not the be consubstantial completion for the base. It is hereby certified that the understhe proposal is made without collect execute the contract and furnish documents, in the amount of one humaintenance, and for payment for documents, and to begin work with the Bidder certifies that this bid has or agreement as to any matter relation. The Bidder agrees that the Owner in the bidding. The Bidder agrees that days.	y) within 540 d where may impositions, for each of sum is agreediem by the failustrued in any sebid and all altersigned is the onlesion with any surety companiondred (100%) plabor and materian five (5) days as been arrived any to this bid we reserves the right and this bid shall	ose liquidated damages in the amount st day thereafter, Sundays and holidays inc d upon as the proper measure of liqui- ere of the Bidder to complete the Work in the same a penalty. Liquidated damages will	ated in and, in cluded, that the dated damages in the stipulated be assessed at a principal, and creby agrees to in the contract ance, including by the bidding communication, any formalities a period of 90

Bidder guarantees that, if awarded the contract, he will furnish and deliver all materials, tools, equipment, tests, transportation, secure all permits and licenses, and perform all labor, superintendence and all means of construction, pay all fees, except those specifically excluded in the Project Manual and do all incidental work to execute, construct, and finish the work.

Work shall progress in an expeditious and workmanlike manner, in accordance with the contract documents to the complete satisfaction and acceptance of the Owner, for the prices stated.

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

The undersigned agrees that the contract documents are incorporated herein by reference and shall be construed to be part thereof, with the same affect as if such were repeated at length herein, or where physically attached hereto.

The undersigned further certifies that: (1) this proposal is genuine and is not sham, collusive, or fraudulent; (2) this proposal is not made in the interest or in behalf of any person other than the undersigned; (3) the undersigned has not sought in any manner, by collusion or otherwise, to secure any advantage over any other bidders.

Enclosed herewith is a bid security prepared in accordance with the Instructions to Bidders in the amount of five percent (5%) of the amount of the bid (being not less than 5% of the total of the base bid).

We agree that the above stated amount is the proper measure of liquidated damages which the owner will sustain by our failure to execute the contract and to furnish the performance bond in case this proposal is accepted.

SIGNATURE OF BIDDER:

Firm: City Construction Company, Inc.

Print or Type Name of person authorized to sign contract on behalf of Bidder:

Beau Henderson

Address: 284 Factory Street, Suite 101 Title: President

Address: <u>Clarksburg</u>, <u>WV 26301</u> Phone: <u>304-623-2573</u>

Address:______ Fax: 304-326-2069

END OF BID FORM

Additon and Renovations to the BUCKHANNON READINESS CENTER Site/Civil Bid Form

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
SITE PR	REPARATION				
5	WVDOH Encroachment Permit(s) (Allowanc_	1	LS	\$2,000.00	\$2,000.00
6	Site Preparation	1	LS	\$50,850.00	\$50,850.00
7	Demolition	1	LS	\$96,050.00	\$96,050.00
8	Sediment and Erosion Control	1	LS	\$97,180.00	\$97,180.00
9	Excess Soil Removal	7,000	CY	\$14.69	\$102,830.00
10	Waste Removal	2	TN	\$1,356.00	\$2,712.00
11	Utility Relocation (Allowance)	1	LS	\$40,000.00	\$40,000.00
EARTH	WORK				
12	Unclassified Excavation	1	LS	\$172,890.00	\$172,890.00
13	Lean Concrete Backfill	200	CY	\$395.50	\$79,100.00
14	Subgrade Preparation	5,000	SY	\$7.91	\$39,550.00
15	Soil Drying	50	TN	\$819.25	\$40,962.50
16	Removal and Replacement	2,000	CY	\$31.64	\$63,280.00
17	Over-Excavation	500	SY	\$96.05	\$48,025.00
18	6" Subsurface Drains	1,200	LF	\$56.50	\$67,800.00
ROADS	and PAVING				·
19	6" Concrete Paving	3,540	SY	\$124.30	\$440,022.00
20	HMA Wearing Course	1,055	TN	\$152.55	\$160,940.25
21	HMA Base Course	3,700	TN	\$135.60	\$501,720.00
22	Class 1 Stone	3,000	TN	\$33.90	\$101,700.00
23	Fabric Separation	15,000	SY	\$1.13	\$16,950.00
24	Fabric Woven	8,000	SY	\$5.65	\$45,200.00
25	Hardstand Paving	8,000	SY	\$28.25	\$226,000.00
26	Pavement Marking	1	LS	\$7,345.00	\$7,345.00
27	Wheel Stops	50	EA	\$152.55	\$7,627.50
28	Concrete Curbing	1,500	LF	\$45.20	\$67,800.00
29	Signage	1	LS	\$1,695.00	\$1,695.00
30	Gravel Apron	1,100	<u>LF</u>	\$11.30	\$12,430.00
MISCEL	LLANEOUS				
31	Type I Lawns	1	LS	\$90,400.00	\$90,400.00
32	Type II Lawns	1	LS	\$41,810.00	\$41,810.00
33	5' Personnel Gate	2	EA	\$1,114.18	\$2,228.36
34	20' Sliding Gate	1	EA	\$12,887.65	\$12,887.65
35	24' Sliding Gate	3	EA	\$13,869.62	\$41,608.86
36	Field Fencing	550	LF	\$20.34	\$11,187.00
37	Security Fencing	1,000	LF	\$67.80	\$67,800.00
38	Force Protection Barrier	880	LF	\$28.25	\$24,860.00
39	Bollards 8"	4	EA	\$2,712.00	\$10,848.00
40	Bollards 12"	2	EA	\$3,616.00	\$7,232.00

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
41	Bollards, Removeable	8	EA	\$8,814.00	\$70,512.00
42	Concrete Loading Ramp	1	LS	\$282,500.00	\$282,500.00
43	Fuel Truck Pad	1	LS	\$33,900.00	\$33,900.00
44	Oil/Water Separator	1	LS	\$116,955.00	\$116,955.00
WATER					
45	1 1/2" PVC Water	240	LF	\$50.85	\$12,204.00
46	6" PVC Water	540	LF	\$103.96	\$56,138.40
47	6" DIP Water	100	LF	\$209.05	\$20,905.00
SEWER					_
48	Manholes, Sanitary Sewer	20	VF	\$1,017.00	\$20,340.00
49	Frame and Cover, Sanitary Sewer	4	EA	\$1,243.00	\$4,972.00
50	4" PVC Sanitary Sewer	160	LF	\$73.45	\$11,752.00
51	6" PVC Sanitary Sewer	540	LF	\$79.10	\$42,714.00
52	8" PVC Sanitary Sewer	240	LF	\$113.00	\$27,120.00
53	6" DIP Sanitary Sewer	100	LF	\$146.90	\$14,690.00
GAS					
54	2" Gas Service Line	330	LF	\$39.55	\$13,051.50
55	2.5" Gas Service Line	150	LF	\$50.85	\$7,627.50
STORM	DRAINAGE				
56	4" PVC Storm	100	LF	\$73.45	\$7,345.00
57	6" PVC Storm	275	LF	\$84.75	\$23,306.25
58	8" PVC Storm	1,400	LF	\$79.10	\$110,740.00
59	12" HDPE Storm	540	LF	\$73.45	\$39,663.00
60	18" HDPE Storm	420	LF	\$101.70	\$42,714.00
61	24" HDPE Storm	310	LF	\$113.00	\$35,030.00
62	Riprap Ditch	450	LF	\$62.15	\$27,967.50
63	Inserta Tee	1	EA	\$1,808.00	\$1,808.00
64	Drop Inlet Modification	4	EA	\$1,695.00	\$6,780.00
65	Type "G" Drop Inlets	2	EA	\$4,520.00	\$9,040.00
66	Existing Inlet Tie-Ins	6	EA	\$2,712.00	\$16,272.00
67	18" Drain Basin	9	EA	\$3,390.00	\$30,510.00
68	24" Drain Basin	20	EA	\$4,746.00	\$94,920.00
69	Concrete Headwall	3	EA	\$4,520.00	\$13,560.00
			BAS	E BID TOTAL	\$3,998,558.27

NO.	ITEM	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
BID ALTERN	ATES				
BID ALTERNATI	E #1 - Concrete Sidewalk				
2 Sidewall	X	1,150	SY	\$113.00	\$129,950.00
BID ALTERNATI	E #2 - Maintenance Building Area '	'D'			
3		1	LS	\$62,150.00	\$62,150.00
				TOTAL	\$192,100.00
BID ALTERNATI	E#3 - Security Fencing Upgrade				
4 Upgrade	to 8' Fabric	1	LS	\$16,950.00	\$16,950.00
				TOTAL	\$209,050,00

TOTAL \$4,207,608.27

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: CRFQ ADJ2300000030

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.

No. 155-559 181	1997	Tumbers Received: x next to each addendum recei	ived)			
	\boxtimes	Addendum No. 1		Addendum No. 6		
		Addendum No. 2		Addendum No. 7		
		Addendum No. 3		Addendum No. 8		
		Addendum No. 4		Addendum No. 9		
		Addendum No. 5		Addendum No. 10		
I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.						
			City	Construction Company, Inc.		
	Company					
			Beau Ae	enderson		
				Authorized Signature		

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

June 29, 2023

Date

BID BOND

	KNOW ALL MEN BY THESE	E PRESENTS, That we	, the undersigned	, City Constructio	n Company, Inc.
of	Clarksburg	,w	V, as	s Principal, and <u>Gre</u>	eat American Insurance Company
of	Cincinnati ,	OH	, a corporation	organized and exis	ting under the laws of the State of
OH	with its principal of	fice in the City of	Cincinnati	, as Surety, are	held and firmly bound unto the State
of Wes	st Virginia, as Obligee, in the pe	enal sum of Five Percer	nt of Amount Bid	(\$	5%) for the payment of which,
well ar	nd truly to be made, we jointly a	and severally bind ourse	lves, our heirs, ac	dministrators, execu	tors, successors and assigns.
	•				
	The Condition of the above	obligation is such that	at whereas the P	rincipal has submit	ted to the Purchasing Section of the
Depart					o enter into a contract in writing for
•	vations & Addition - Buckha				
		Hardware			
	,				
	NOW THEREFORE,				
	(a) If said bid shall be in (b) If said bid shall be		ncinal shall enter	r into a contract in	accordance with the bid or proposal
attache	ed hereto and shall furnish any	other bonds and insura	ance required by	the bid or proposal,	and shall in all other respects perform
					therwise this obligation shall remain in
	ce and effect. It is expressly to exceed the penal amount of the			of the Surety for any	and all claims hereunder shall, in no
event,	exceed the penal amount of the	obligation as neront s	idiod.		
	The Surety, for the value red	ceived, hereby stipulate	s and agrees that	t the obligations of s	said Surety and its bond shall be in no
		ension of the time with	in which the Obli	igee may accept su	ich bid, and said Surety does hereby
waive i	notice of any such extension.				
	WITNESS, the following sign	natures and seals of Pri	ncipal and Surety	, executed and seal	led by a proper officer of Principal and
Surety	, or by Principal individually if P				
	, 5. 2, 1,				7
Princin	al Séal			City Constructi	on Company, Inc.
	MANA	TRUCT			(Name of Principal)
	18	CAM		By Suca	TWO _
	ved 1 yes 🔊	O T		(Must be	President, Vice President, or
	。 Eco	RPORATE Z		` [Ouly Authorized Agent)
		SEAL		Beau H	nderson President
		A.M.		C COLL PR	(Title)
	A MARIES	Y VIRGINAL SICAN MA	Meanic		
Surety	Seal	HHHHOMHHAHIM.	40.8	Great America	n Insurance Company
		E 10	3 3	j	(Name of Surety)
		13: 7		1/ /	100
		1		By: Mb	he I holes
	J 1555			Kimberly L. Mil	es Attorney-in-Fact
				Licensed WV	

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.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 1

Bond No. Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-infact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of surety-ship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name

Address

Limit of Power

Kimberly L. Miles

1 Hillcrest Drive East Charleston, WV 25311

\$100,000,000.00

Principal: City Construction Company, Inc.

Obligee: State of West Virginia

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29th day of June, 2023.

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

day of On this 29th June

2023 , before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST Notary Public State of Ohio My Comm. Expires May 18, 2025

Susan a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of June, 2023.



Assistant Secretary

S1194E (05/20)

Contract Identification:

State of West Virginia Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

<u>Instructions:</u> Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

<u> </u>						
Contra	act Number:					
Contra	act Purpose:	:				
Agend	cy Requestii	ng Work:				
			e each of the items listed below. The vendor rmation has been included in the attached report.			
		n indicating the education and training serv as provided;	ice to the requirements of West Virginia Code §			
	□ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;					
	Average no	umber of employees in connection with the	construction on the public improvement;			
	□ 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.					
	,					
Vendo	or Contact I	nformation:				
Vendo	r Name:		Vendor Telephone:			
Vendo	i Name.		vendor relephone.			
Vendo	r Address:		Vendor Fax:			
			Vendor E-Mail:			

GENERAL CONTRACTING • REMODELING • COMMERCIAL • CITYCONSTRUCTIONCO@CCCWV.US 284 FACTORY STREET - SUITE 101, CLARKSBURG, WEST VIRGINIA 26301 • PHONE 304-623-2573 • FAX 304-326-2069

Drug Test Results for the following categories for the year 2021:

	Number	Number
	Positive Tests	Negative Tests
A) Pre-employment and New Hires	0	29
B) Reasonable Suspicion:	0	16
C) Post-Accident:	0	0
D) Random:	0	0

[·] Name of laboratory: Advantage Occupational Medicine

Average Number of employees in connection with the construction on the public improvement: $\underline{}$



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

I, B	eau Henderson, after being first duly sworn, depose and state as follows:
1.	I am an employee of City Construction Company, Inc.; and,
_	I do hereby attest that City Construction Company, Inc.
2.	I do hereby attest that (Company Name)
	maintains a written plan for a drug-free workplace policy and that such plan and policy are in compliance with West Virginia Code §21-1D.
The a	above statements are sworn to under the penalty of perjury.
	Printed Name: Beau Henderson
	Signature:
	Title: President
	Company Name: City Construction Company, Inc.
	Date: 6/29/2023
STATI	E OF WEST VIRGINIA,
COUN	ITY OF Harrison , TO-WIT:
Taker	n, subscribed and sworn to before me this 29th day of June
Ву Со	ommission expires May 31, 2028
(Seal)	OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRGINIA Rosetta Riggleman 1434 Mount Olive Church Road Salem. WV 26426 My Commission Expires May 31, 2028



To All City Construction Company, Inc. Employees:

Enclosed you will find a revised Drug-Free Workplace Policy. Please be aware that we participate with the State Law requiring random testing. This is mandated to not bar us from publicly funded projects. If your name is chosen at random your supervisor will be notified and you will have to report for the test the same day as notified. Please read and review this policy.

The random testing will be at the following location.

Bridgeport Express Care 1370 Johnson avenue Bridgeport, WV 26330

Phone: 304-842-3330

Hours: Monday thru Friday 8am to 8pm Saturday & Sunday 9am to 5pm

If you have any questions or concerns, please contact the HR Department.

Thank you for your cooperation in returning your acknowledgement.

Kesley Myers

Human Resource Manager

CCC Drug Policy in a Nutshell

- When we test:
 - o Pre-Employment
 - o Suspicion
 - Randomly at 10% yearly (Unless required at a higher rate by government)
 - o Post Accident (DOT-within 32 hours)
- No possession on CCC property (includes using, selling, trading).
- CCC vehicle drivers must report any vehicle convictions (drug or alcohol related) to us within 5
 days of conviction.
- Selection process: Individual selected and supervisor will be notified. Employee must go immediately to testing site. This is paid time.
- Deferral: Only applicable in leave status or official travel status. Anyone who defers a test will be subject to an unannounced test within the next 60 days (as well as still being part of the random pool).
- Positive test (refusal to take test, adulterating test):

o First offense:

2 day suspension without pay

Meeting with CCC owners before returning to work

Sign Return-to-Work Agreement

Second offense:

Indefinite suspension without pay

Required to undergo 28 day rehab

Meeting with CCC owners before returning to work

Sign Return-to-Work Agreement

o Third offense: Termination

- *Disciplinary actions used at CCC discretion. (Any order, any single action)
- If employee insists a positive test result is wrong, they may retest within 48 hours. If the retest is positive, employee must pay for test and disciplinary actions will follow. If retest is negative, test will be treated like an originally negative test (CCC pays for test and no disciplinary actions).
- We may search Company and personal property if we have reasonable suspicion. We must try to preserve dignity of employee.

^{*}Violating the Return-to-Work Agreement may result in immediate termination.



Drug-Free Workplace Policy

Policy

City Construction Company has a vital interest in maintaining a safe, healthy, and efficient working environment. Being under the influence of a drug or alcohol on the job poses serious safety & health risks to the user and to all those who work with the user. This policy prohibits the manufacture, distribution, dispensation, storage, possession, sale, or use of drugs, controlled substances, or alcohol on City Construction Company premises, jobsites and vehicles during working hours.

Purpose and Goal

City Construction Company is committed to protecting the safety, health and well being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

Scope

This policy applies to all employees of City Construction Company.

Definitions

Alcohol: The intoxicating element in whiskey, wine, beer, and other fermented or distilled products; classed as a depressant drug.

Alcohol Test: The procedure conducted to determine if an individual is under the influence of alcohol.

Under the Influence of Alcohol: Affected in such a manner that there is a recognizable impairment in physical and/or mental ability. The concentration of .08 of 1% or more by weight of alcohol in the blood, or concentration of .08 of 1 gram or more by weight of alcohol per 210 liters of breath.

Conviction: A finding of guilt or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal and State statues.

Controlled Substance: A substance that is defined in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812).

Drug: Any chemical, substance, or mixture of chemical and substance used as a medicine or as an ingredient in a medicine in the treatment of illness or disease, or which affects any bodily function or organ.

Legal Drug: Drugs, medications or over-the-counter products that have been legally obtained and which are being used for the purpose for which they were prescribed or manufactured.

Illegal Drugs: Drugs which are not legally obtainable, or which are legally obtainable but have not been legally obtained.

Drug Test: The procedure using a drug screen in urine specimens that are collected from individuals for the purpose of scientifically analyzing the specimens to determine if the individual ingested, was injected or otherwise exposed to a drug of abuse.

Random Drug Testing: The procedure in which employees who perform safety-sensitive tasks are selected to undergo a drug test by a statistically valid random selection method with out prearrangement or planning.

Safety-sensitive duty: The means of any task or duty fraught with such risks of injury to the employee or others that even a momentary lapse of attention or judgment, or both, can lead to serious bodily harm or death.

Search: To examine closely and carefully in attempt to gain knowledge, establish facts, or to find specific things or objects.

Workplace: The entire physical City Construction Company premises, including roadways, parking lots, vehicles, docks, and adjacent railroad and/or waterfront facilities. For this policy, the word workplace also includes City Construction Company vehicles away from the physical City Construction Company premises.

Drug and Alcohol Screening

City Construction Company may require a blood test, urinalysis, or other drug alcohol screening for:

- 1. Persons seeking employment with City Construction Company.
- 2. Employees suspected of using or being under the influence of or impaired by drugs, controlled substances, or alcohol.
- 3. Random substance testing will be instituted by random selection of employees of at least 10% a year.
- 4. Post accident/Post incident testing: After an employee has had an injury or near miss or is involved in an incident with property damage.

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test.

All drug-testing information will be maintained in separate confidential records.

Any employee who tests positive will be immediately removed from duty, referred to a substance abuse professional for assessment and recommendations, required to successfully complete recommended rehabilitation including continuing care and required to pass a Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening of the test, adulterates, or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, and/or trade alcohol, illegal drugs or intoxicants.

Pre-Employment Screening

City Construction Company will maintain pre-employment screening practices, which are designed to identify those individuals whose use of drugs or alcohol indicates a potential for impaired or unsafe job performance.

City Construction Company will require pre-employment substance screening of all applicants to whom City Construction Company will advise each applicant of the intent to test for substances and require the applicant to permit the results of the test be made available to management. If an applicant does not wish to have screening test performed, the pre-employment interview process or examination will be terminated. If the applicant refuses the screening test or if the test confirms the use of an unauthorized substance, the applicant will be disqualified from further employment consideration for a minimum of twelve months.

Employees who drive City Construction Company vehicles must notify City Construction Company of any alcohol related motor vehicle statute convictions within five (5) days after such conviction. This notification is separate from that which is required for Annual Certification by the Federal Motor Carrier Safety Regulations, and such notification of conviction is a condition of employment.

Notification of conviction shall be made in writing to the facility manager, and managers shall transmit such notification to the Human Resources Manager as soon as possible after receipt.

Testing

Reasonable Cause/Suspicion Testing: Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this substance abuse program. The suspicion will be documented in writing and may occur based upon observed behavior, abnormal conduct, erratic behavior, arrest or conviction for drug related offenses. This includes employees who have undergone or are undergoing treatment for substance abuse or misuse. All City Construction Company managers/supervisors will be trained to recognize drug and alcohol related signs and symptoms.

Random Testing: Random substance testing will be instituted for all City Construction Company Employees (at least 10% yearly). You must report the same day as notified to a testing facility that has been approved by the company.

Post Accident/Incident Testing: After an employee has had an injury or near miss or is involved in an incident with property damage, City Construction Company reserves the right to request a drug test.

Notification of Selection

An individual selected for random testing, and the individual's first-line supervisor, shall be notified the same day the test is scheduled, preferably, within two hours of the scheduled testing. The supervisor shall explain to the employee that the employee is under no suspicion of taking drugs and that the employee's name was selected randomly.

Deferral of Testing

An employee selected for random drug testing may obtain a deferral of testing if the employee's first line and higher-level supervisors concur that a compelling need necessitates a deferral on the grounds that the employee is:

- 1. In a leave status (sick, annual, administrative, or leave without pay)
- 2. In official travel status away from the test site or is about to embark on official travel. scheduled prior to testing notification.

An employee whose random drug test is deferred will be subject to an unannounced test within the following 60 days.

Opportunity to Justify a Positive Test Result

When a confirmed positive result has been returned by the laboratory, the Medical Review Officer shall perform the duties set forth in the Mandatory Guidelines. For example, the Medical Review Officer may choose to conduct employee medical interviews, review employee medical history, or review any other, relevant biomedical factors. The Medical Review Officer must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication. Evidence to justify a positive result may include, but is not limited to:

- 1. A valid prescription
- 2. A verification from the individual's physician verifying a valid prescription.

Individuals are not entitled, however, to present evidence to the Medical Review Officer in a trial-type administrative proceeding, although the Medical Review Officer has the discretion to accept evidence in any manner the Medical Review Officer deems most efficient or necessary. If the Medical Review Officer determines there is no justification for the positive result, such result will then be considered a verified positive test result.

Disciplinary Action

Violation of the rules contained in this Policy can result in disciplinary action, up to and including dismissal or termination of employment. Violation of the rules contained in this Policy can also result in mandatory placement of offending employees in a substance abuse or rehabilitation program. Participation in, and the successful completion of, such a program are conditions of employment.

The finding of the presence of any illegal drug, controlled substance or alcohol above the cutoff levels established in the Appendices to the Federal Motor Carrier Safety Regulations following a test or screening will be considered prima facie evidence of a violation of the rules contained in this Policy, or if any employee is caught adulterating or tampering a drug or alcohol test, shall be subject to appropriate disciplinary measures up to and including terminating employment, in accordance with City Construction Company drug-free workplace policy

City Construction Company in its discretion may utilize a three-tier disciplinary approach depending upon the individual circumstances of each violation. City Construction Company reserves the right to render any disciplinary action appropriate to the specific circumstances up to and including termination for any violation of this policy. Nevertheless, City Construction Company will, when appropriate, utilize the three-tier disciplinary approach. When this approach is used, the first (1) positive test will result in a two (2) day suspension without pay and a mandatory meeting with Company owners before returning to work. A second (2) positive test will result in an indefinite suspension without pay and the employee will be required to undergo a mandatory 28-day rehabilitation program and meeting with Company owners before being considered to return to work. In the event of a third (3) positive test the employee will be automatically dismissed from employment. If the employee refuses to take the test it will be treated as the employee has tested positive and the same three tier disciplinary approach will go into effect. Before returning to work after any offense, the employee must sign a Return-to-Work Agreement and will be on probation for one year. During that one year the employee is subject to random drug or alcohol tests at any time. The repeat of offense in that one-year probationary period may result in termination.

Searches

Searches of employees, employee's lockers, and employee personal property may be conducted when there is a reasonable suspicion to believe that the employee or employees are in violation of the rules contained in this Policy. While City Construction Company has the right to conduct reasonable searches on its property, every effort must be made to preserve the rights and dignity of employees subject to such searches.

Reporting the Possession or Use of Prescription Drugs and Medicines

The use of legal drugs and/or medication by individual employees may affect the job performance of the using employees, the safety or other employees, the safe and efficient operations of City Construction Company, or the safety of the public at large.

Employees are urged to discuss the effects of any drugs or medication with their doctors when such drug or medications are prescribed, and to request a statement on possible impairments or effects. This statement will aid the facility manager in deciding of potential impairment.

Employees who are using over-the-counter drugs or medications are urged to read the information furnished with the drug or medication carefully, and to bring that information to the facility manager. This information will aid the facility manager in deciding of potential impairment.

Employees who are using legal drugs and/or medication must report such use to the facility manager for a determination that such use will not expose the employee or any other employees or members of the public at large to hazards that may result from impairment. If the facility manager determines that employee performance or safety hazards exist, the employee may be required to take a leave of absence or comply with other appropriate actions to minimize any potential impairment problems.

Education & Training

City Construction Company provides written education of the following:

- 1. Detailed information about the content of the City Construction Company drug and alcohol policy.
- 2. Information on the effects and consequences of drug and alcohol use on personal health, safety, and the work environment.
- 3. Information on the manifestations and behavioral causes that may indicate drug or alcohol use or abuse.

Supervisors will be provided 2 hours of drug-free workplace supervisor training for all supervisory employees and annually thereafter.

- 1. How to recognize drug or alcohol problems.
- 2. How to document behaviors that demonstrate a possible drug or alcohol problem.
- 3. How to confront employees with the problem from observed behaviors.
- 4. How to initiate reasonable suspicion and post-accident testing.
- 5. How to handle the procedures associated with random testing.
- 6. How to make the appropriate referral for assessment and assistance.
- 7. How to follow up with employees returning to work after a positive result.
- 8. How to handle drug-free workplace responsibilities in a manner that is consistent with collective bargaining agreements.

A hard copy of this policy will be given to each City Construction Company employee, which includes an employee-signed acknowledgement receipt for each employee.

Assistance

City Construction Company recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and indentify appropriate sources of help.
- Ensures the availability of a current list of qualified community professionals. Treatment for alcoholism and/or other drug use disorders may be covered by the employee's benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Community Resources

The employer is to provide a list of available community resources for seeking assistance when an employee has tested positive, or if the employee acknowledges the need for a substance abuse program.

If the employees need additional information; it will be supplied by City Construction Company's Human Resources Department.

Confidentiality

City Construction Company has appointed competent physicians to serve as Medical Review Officers. City Construction Company has designated its facility managers as the individuals responsible for liaison with the Medical Review Officers in the establishment and coordination of testing or screening programs, communication of testing or screening results, and for maintaining secured confidential files which are separate and distinct from any other employment records. These individuals are responsible for maintaining the confidentially of any records and files generated under this Policy, and any information contained in these files may be shared only with the affected employee, with the Medical Review Officers, and with other persons on a strict 'need to know' basis. A facility manager may designate an alternate responsible individual who will serve in that capacity in the event of absence, travel, or incapacitation of the manager.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behaviors to their supervisors.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Clearly state consequences of policy violations.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive written copy of the policy.
- The policy will be reviewed in orientation sessions with new employees.
- The policy and assistance programs will be reviewed at safety meetings.
- Employee education about the dangers of alcohol and drug use and availability of help will be provided to all employees.
- Every supervisor will receive training to help him/her to recognize and manage employees with alcohol and other drug problems.

City Construction Company, Inc.

DRUG-FREE WORKPLACE POLICY ACKNOWLEDGEMENT FORM

I acknowledge that I have received a copy of the Drug-Free Workplace Policy and that I have read and understand this document.	/ e
I further understand that this Policy supersedes and replaces all prior policies, handbooks, other publications related to these personal matters.	or

I understand that if I refuse to consent to drug and alcohol screening or if I test positive and fail to meet my obligation under the Drug-Free Workplace Program, I will be subject to disciplinary action, including termination of employment.

Employee's Signature	Date

CONTRACTOR LICENSE



NUMBER:

RESIDENTIAL

JEST VIRGINIA

PCTOR LICENSING

WV001801

CLASSIFICATION:

ELECTRICAL CONCRETE
GENERAL BUILDING SIDING
GENERAL ENGINEERING ROOFING
HEATING, VENTILATING & COOLING PAINTING
MULTIFAMILY WINDOW INSTALLATION
PIPING
PLUMBING

MASONRY

CITY CONSTRUCTION COMPANY INC

DBA CITY WINDOW & CONSTRUCTION

284 FACTORY STREET SUITE 101

CLARKSBURG, WV 26301

DATE ISSUED

EXPIRATION DATE

AUGUST 19, 2022 AUGUST 19, 2023

Authorized Signature

Chair, West Virginia Contractor Licensing Board



WEST VIRGINIA STATE TAX DEPARTMENT BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:

CITY CONSTRUCTION COMPANY, INC DBA CITY WINDOW & CONSTRUCTION 284 FACTORY ST 101 CLARKSBURG, WV 26301-5934

BUSINESS REGISTRATION ACCOUNT NUMBER:

1035-2503

This certificate is issued on:

12/5/2013

This certificate is issued by the West Virginia State Tax Commissioner in accordance with Chapter 11, Article 12, of the West Virginia Code

The person or organization identified on this certificate is registered to conduct business in the State of West Virginia at the location above.

This certificate is not transferrable and must be displayed at the location for which issued

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

atL006 v.4 L0739014720

REQUEST FOR QUOTATION CRFQ ADJ23*30 - Buckhannon Readiness Center Renovations

Contract Manager: Beau Henderson	
Telephone Number: <u>304-623-2573</u>	
Fax Number: 304-623-2083	
Email Address: beau@cccwv.us	
15.2. Owner's Representative: Owner's representative for notice purposes is	
Name:Paul Richards	
Telephone Number:304-561-6548	
Email Address:paul.s.richards2.nfg@army.mil	
16. Initial Decision Maker:ZMM, Inc, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.	ecision

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Address) 284 Factory Street, Suite 101, Clarksburg, WV 26301

(Phone Number) / (Fax Number) 304-623-2573 / 304-623-2083

(Email address) beau@cccwv.us

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

(Company)
VIOIN S
(Signature of Authorized Representative)
Beau Henderson, President 6/29/2023
(Printed Name and Title of Authorized Representative) (Date)
304-623-2573 / 304-623-2083
(Phone Number) (Fax Number)
beau@cccwv.us

(Email Address)