State of West Virginia

# Agency Purchase Order

**Order Date:** 10-30-2026

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

| | | | | | |
|---|---|---|---|---|---|
| **Order Number:** | APO 0511 2804 HHR2700000003 1 | **Change Order No:** | 0 | **Procurement Folder:** | 2026787 |
| **Document Name:** | Emergency Storm Drainage Repair-Construction | | | **Reason for Modification:** | |
| **Document Description:** | Emergency Storm Drainage Repair-Construction | | | | |
| **Procurement Type:** | Agency Purchase Order | | | | |
| **Buyer Name:** | Roberta A Wagner | | | | |
| **Telephone:** | (304) 558-0437 | | | | |
| **Email:** | roberta.a.wagner@wv.gov | | | | |
| **Shipping Method:** | Best Way | | | **Effective Start Date:** | 2026-07-20 |
| **Free on Board:** | FOB Dest, Freight Prepaid | | | **Effective End Date:** | 2027-01-19 |

## VENDOR

**Vendor Customer Code:** 000000206657
J C BOSLEY CONSTRUCTION INC
1 BOSLEY AVE

PARKERSBURG WV 26101
US
**Vendor Contact Phone:** 304-422-0025 **Extension:**

**Discount Details:**

| | Discount Allowed | Discount Percentage | Discount Days |
|---|---|---|---|
| #1 | No | 0.0000 | 30 |
| #2 | Not Entered | | |
| #3 | Not Entered | | |
| #4 | Not Entered | | |

## DEPARTMENT CONTACT

**Requestor Name:** Damon E Iarossi
**Requestor Phone:** (304) 558-3687
**Requestor Email:** damon.e.iarossi@wv.gov

## INVOICE TO

PURCHASING AGENT - 304-356-4802
HEALTH AND HUMAN RESOURCES
BBH/HF

350 CAPITOL ST, RM 350

CHARLESTON WV 25301-3702
US

## SHIP TO

PURCHASING AGENT - 304-356-4802
HEALTH AND HUMAN RESOURCES
BBH/HF

350 CAPITOL ST, RM 350

CHARLESTON WV 25301-3702
US

| | |
|---|---|
| **Total Order Amount:** | $247,000.00 |

**DEPARTMENT AUTHORIZED SIGNATURE**
**SIGNED BY: Melissa S Spitzer**
**DATE: 2026-10-30**
**ELECTRONIC SIGNATURE ON FILE**

Approved as to form prior to acknowledgment thereof
this 27 day of Nov., 2026
John B. McCuskey, Attorney General
By: John S. Gray

**Extended Description:**

Emergency Construction Storm Drainage Repair-BBH Westbrook Health Services
6 months 07/20/2026-01/19/2027

| Line | Commodity Code | Quantity | Unit | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1 | 70171802 | 1.00000 | LS | 247000.000000 | 247000.00 |
| **Service From** | **Service To** | **Manufacturer** | | **Model No** | |
| | | | | | |

**Commodity Line Description:** Remove and Replace Storm Drainage

**Extended Description:**

Remove and Replace Storm Drainage as follows:
290 LF of 42" diameter CMP
150 LF of 30" diameter CMP
(1) Connect to previously installed piping
(3) Fabricated 22 degree bends
(1) 30" x 12" fabricated tee
(2) Tie into existing onsite Inlet
(1) Tie into existing junction at DOH Right of Way
Provide pipe bedding and backfill per manufacturers
Provide and maintain traffic control as required
Perform 1,280 SF of concrete/sidewalk surface restoration
Perform 5,265 SF of asphalt surface restoration
Seed and mulch remaining disturbed area
Any unforseen's found during excavation would require a change order



# J. C. Bosley Construction, Inc.

## Proposal

1 Bosley Ave.
Parkersburg, WV 26101
Phone (304) 422-0025 Fax (304) 422-0414
E-Mail tessa@jcbci.com

General Contractor
Site Preparation
Excavation/ Earthwork
Demolition
Utilities
Crane Service
Heavy Hauling
Fuel System Removal

*West Virginia Contractors License #WV003012*

| PROPOSAL SUBMITTED TO: | PHONE | DATE |
|---|---|---|
| Westbrook Health Services Attn: Jim Oliver | 304-494-5379 | March 13,2026 |
| **STREET** | **JOB NAME** | |
| 2121 East Seventh St | Remove and Replace Storm Drainage | |
| **CITY, STATE, & ZIP CODE** | **JOB LOCATION** | |
| Parkersburg, WV 26101 | 2121 East Seventh Street, Parkersburg, WV | |

All labor, material, equipment and supervision to perform the following:

Remove and Replace Storm Drainage as follows:

290 LF of 42" diameter CMP
150 LF of 30" diameter CMP
(1) Connect to previously installed piping
(3) Fabricated 22° bends
(1) 30" x 12" fabricated tee
(2) Tie into existing onsite Inlet
(1) Tie into existing junction at DOH Right of Way
Provide pipe bedding and backfill per manufacturers
Provide and maintain traffic control as required
Perform 1,280 SF of concrete/ sidewalk surface restoration
Perform 5,265 SF of asphalt surface restoration
Seed and mulch remaining disturbed area
Any unforseen's found during excavation would require a change order

Note: All quotations are for work and material specified. Any alterations or deviations from above specifications involving extra costs or work of any kind will result in an extra charge over and above the estimate. Excavation quotations are based on normal soil conditions. In the event contaminated soils, rock, debris, water, running sand, utilities or structures are encountered additional costs shall be the responsibility of the owner. Prices exclude any undercuts, ~~any dewatering~~, any over excavation or any geotechnical engineer costs.

MH 7/21/26
RA 7/21/26

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of (plus applicable sales tax):
Two Hundred Forty-Seven Thousand Dollars and 00/100 ---------- $ 247,000.00

Dated: March 13, 2026

By: Mark Husk

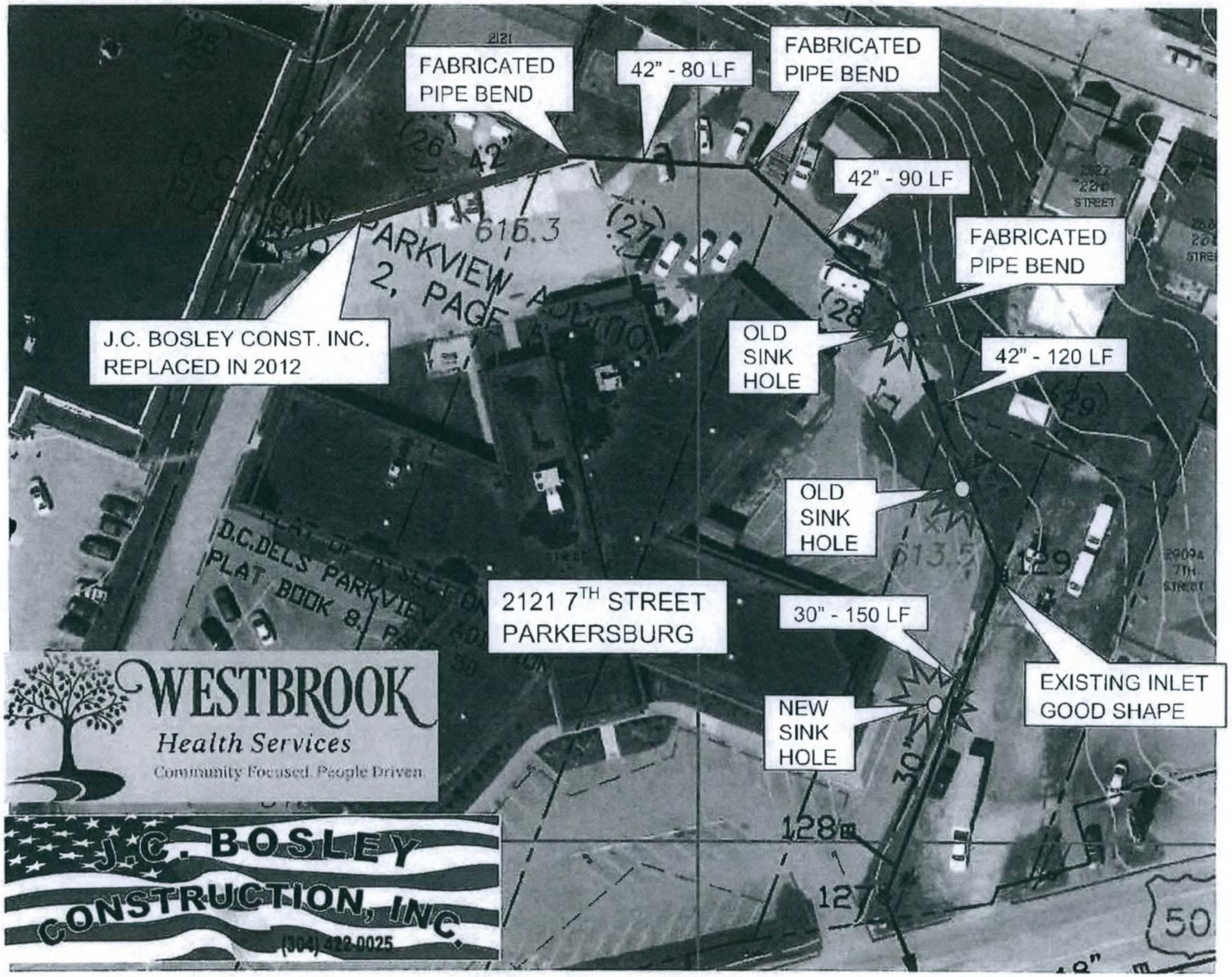
Its: Project Coordinator 304 483-3647

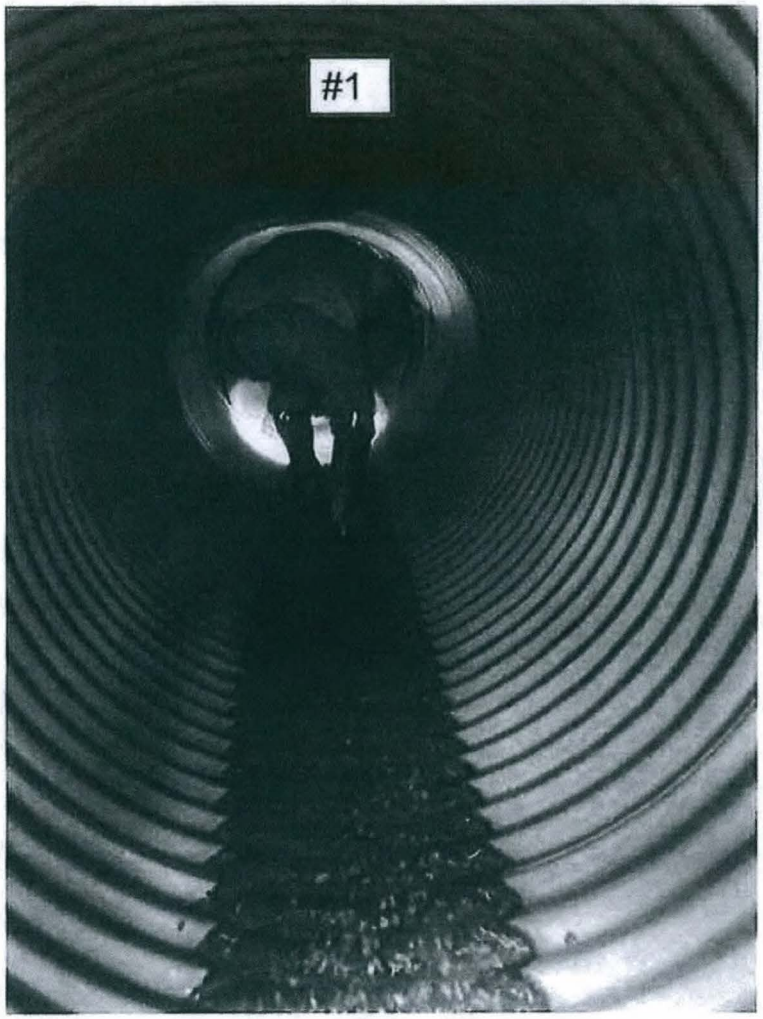
**NOTE: PROPOSAL MAY BE WITHDRAWN BY BOSLEY IF NOT ACCEPTED WITHIN SIXTY (60) DAYS.**

**ACCEPTANCE OF PROPOSAL**

The price, specifications, and Terms and Conditions (attached) to this proposal are satisfactory and acceptable. Bosley is authorized to perform the work as specified. Payment will be made as outlined above.

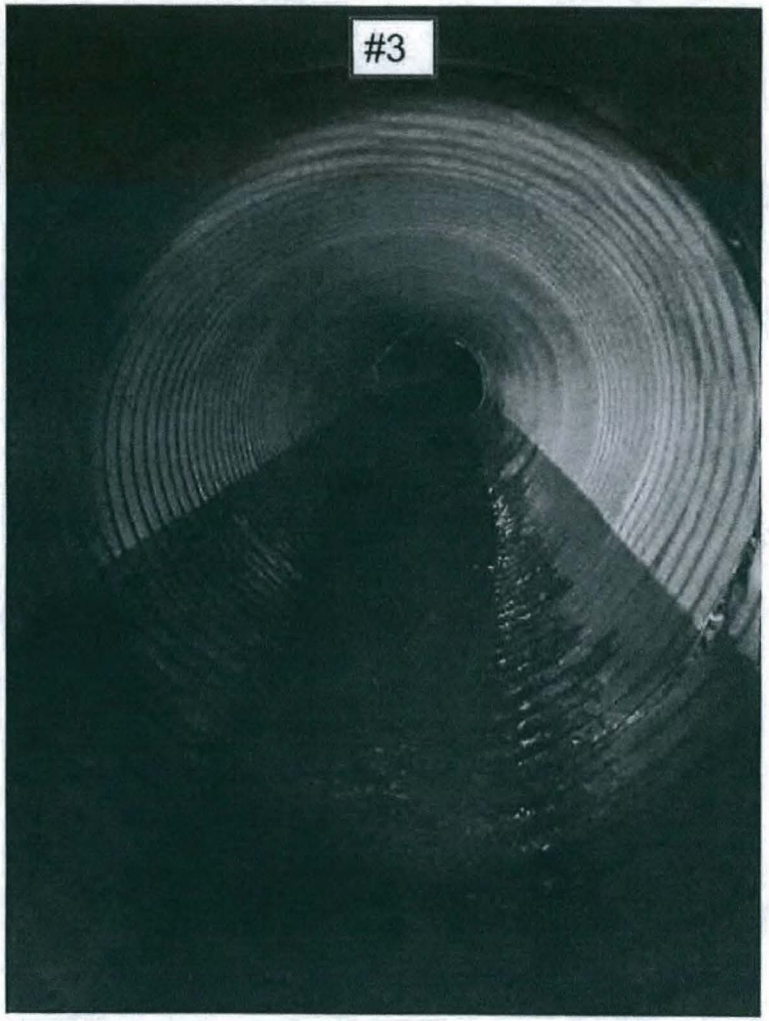
Customer Signature: _____ Date: _____

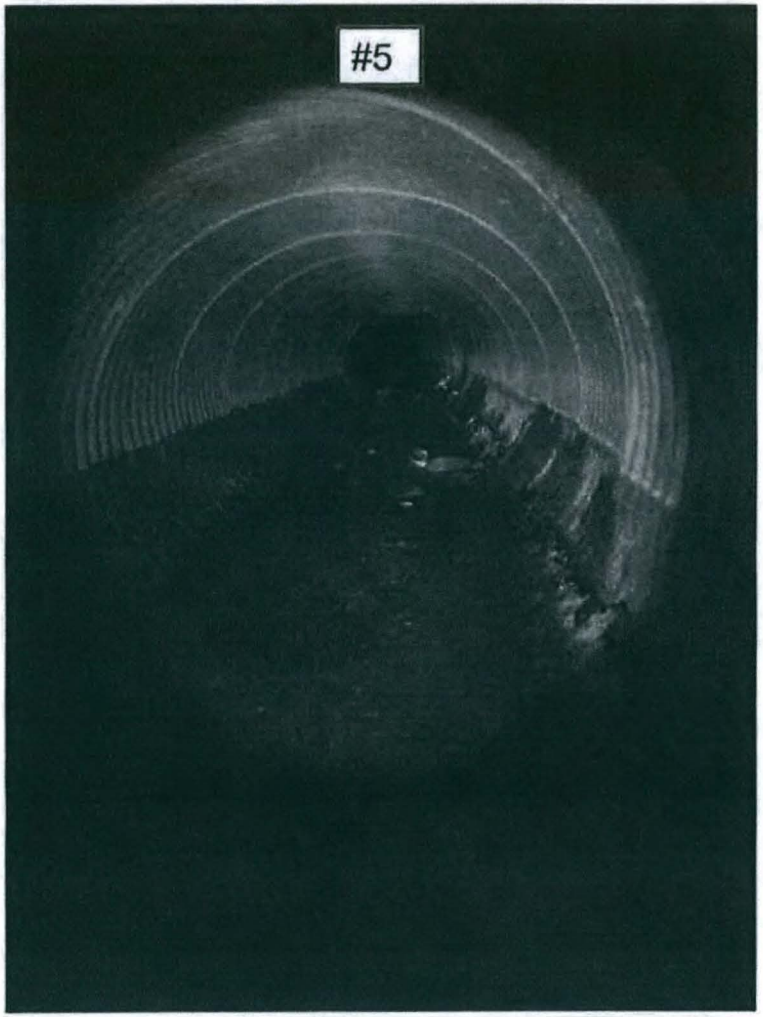

FABRICATED PIPE BEND
42" - 80 LF
FABRICATED PIPE BEND
42" - 90 LF
FABRICATED PIPE BEND
42" - 120 LF
J.C. BOSLEY CONST. INC. REPLACED IN 2012
OLD SINK HOLE
OLD SINK HOLE
2121 7TH STREET PARKERSBURG
30" - 150 LF
NEW SINK HOLE
EXISTING INLET GOOD SHAPE
WESTBROOK
Health Services
Community Focused. People Driven.
J.C. BOSLEY
CONSTRUCTION, INC.
(304) 422-0025

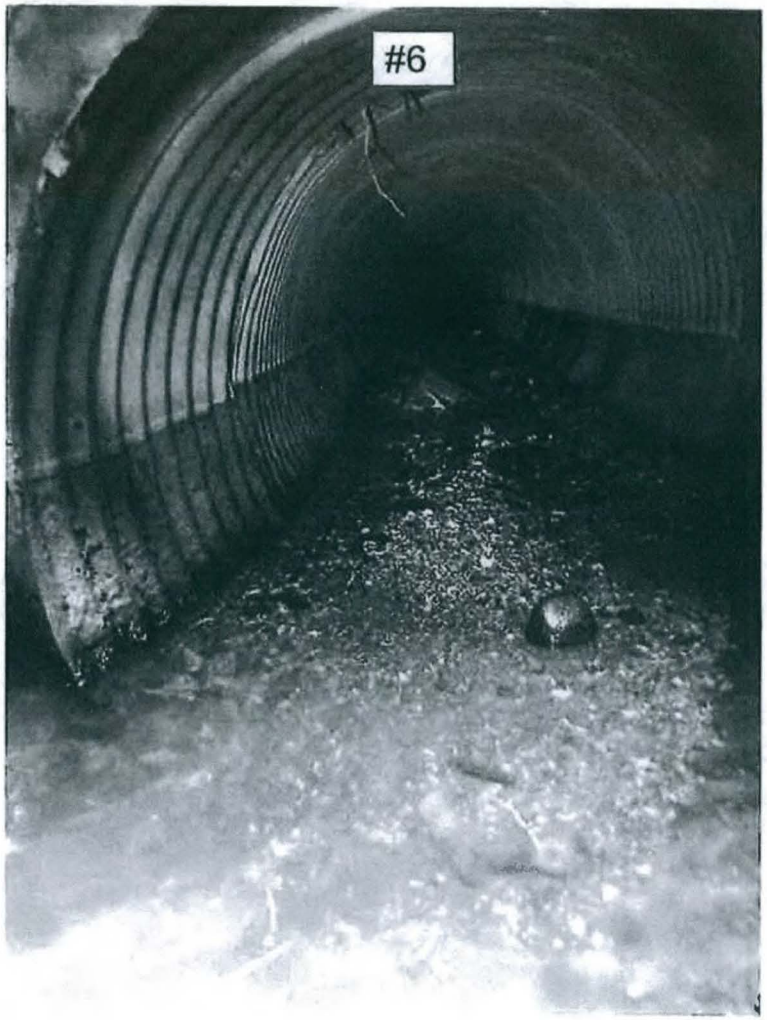

#1

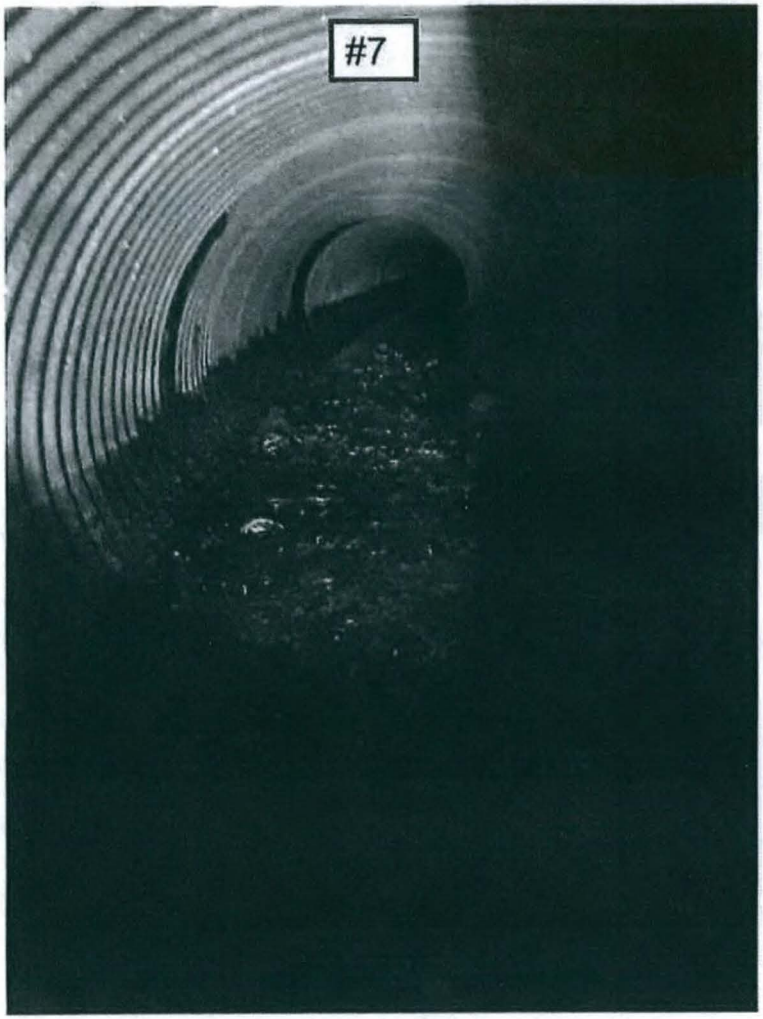

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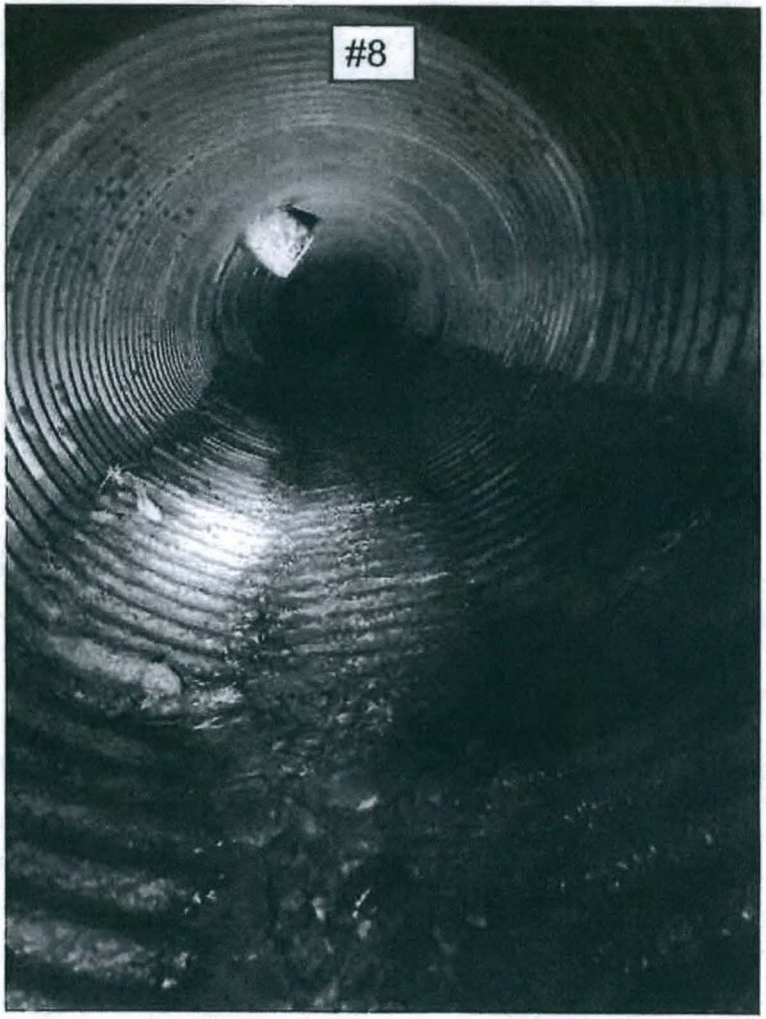

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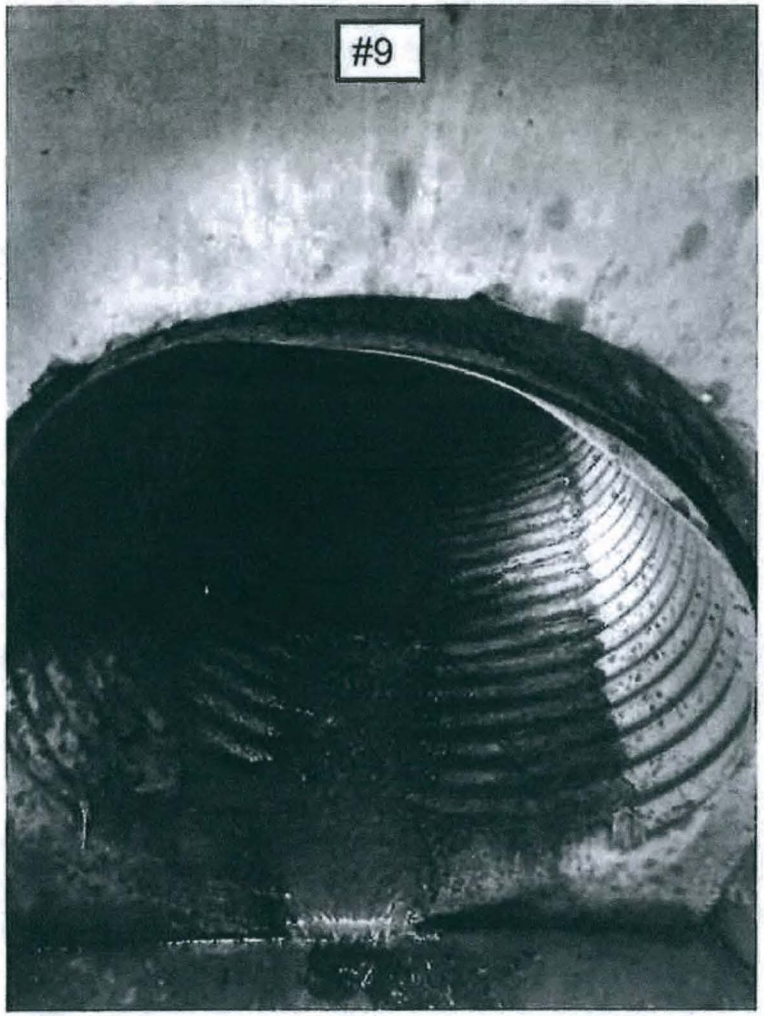

#3


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#6


#7


#8


#9


#10

## GENERAL TERMS AND CONDITIONS:
## (Agency Delegated Procurements Only)

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency"** or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.**

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on _____and the initial contract term extends until _____.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☑ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☑ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** See attached.

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☑ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☑ **Construction:** This Contract is for construction activity more fully defined in the specifications.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Agency by the Vendor as specified below.

☑ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☑ Valid WV Contractors License

☑ Drug Free Affidavit & Coversheet

☐

☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide the Agency with proof that the insurance

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☑ **Automobile Liability Insurance** in at least an amount of: $1,000,000.00 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

**11. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**12. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**13. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.

**14. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**15. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**18. CANCELLATION:** The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**21. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

**22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.

**24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**25. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**26. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.

**27. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**33. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

**34. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**35. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to an y person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**36. NO DEBT CERTIFICATION:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, 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 in the statute cited above unless the debt or employer default is permitted under the statute.

**37. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**38. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

**39. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**43. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

## ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

**1. CONTRACTOR'S LICENSE:** West Virginia Code § 30-42-2 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 Contractor Licensing Board. The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document

**2. BONDS:** The following bonds must be submitted if the Contract exceeds $25,000:

☐ **BID BOND:** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. **THE BID BOND MUST BE SUBMITTED WITH THE BID OR VENDOR'S BID WILL BE DISQUALIFIED.**

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Agency prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND**: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Agency prior to Contract award.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system if the work impacts an existing roof. The amount of the bond must be equal to the price associated with the percentage of the project impacting the roof. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

At a minimum, all construction projects require a bid bond, performance bond, and labor/material payment bond. Failure on the part of the state of West Virginia to checkmark the required bonds above does not relieve the vendor from the legal requirement of providing these bonds.

In lieu of the Bid Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of the bid bond must be of the same amount required of the Bid Bond and delivered with the bid.

**3. 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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. 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.

**6. DAVIS-BACON AND RELATED ACT WAGE RATES:**

☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.

☑ The work performed under this contract is not subject to Davis-Bacon wage rates.

## ADDITIONAL TERMS AND CONDITIONS
## (Architectural and Engineering Contracts Only)

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 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 July1, 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.

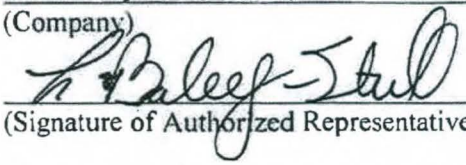
**DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.**

Tessa Bosley-Stull or Mark Husk
**(Printed Name and Title)**
1 Bosley Ave.
**(Address)**
Parkersburg, WV 26101
**(Phone Number) / (Fax Number)**
304-422-0025 / 304-422-0414
**(E-mail address)**

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through *wv*OASIS, I certify that I have reviewed this Solicitation 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 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.*

J.C. Bosley Construction, Inc.
(Company)


(Signature of Authorized Representative)

Tessa Bosley-Stull Bid/Billing Secretary
(Printed Name and Title of Authorized Representative)

9-29-26
(Date)

304-422-0025 / 304-422-0414
(Phone Number) (Fax Number)

Revised 8/24/2023

APPROVED
BY: DATE: 7/20/26
STATE OF WEST VIRGINIA

WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES

DEPARTMENT OF HUMAN SERVICES
BUREAU FOR BEHAVIORAL HEALTH

Christina Mullins
Acting Cabinet Secretary

Elizabeth M. Hardy
Commissioner

July 16, 2026

Bryan Rosen
Office of Shared Services, Purchasing Director
One Davis Square, Suite 100
Charleston, WV 25301

Re: Emergency Purchase of Geotechnical Engineering and Foundation repair service

Please accept this letter as justification for the procurement of emergency Geotechnical Engineering and Foundation repair services for 2121 7th Street Parkersburg WV. This property is owned by the Department of Human Services and is subleased to Westbrook Health Services. As a result of drainage work performed by the city of Parkersburg many years ago the foundation of the property experienced significant sink holes ins the parking lot attached to the property. Failure to timely address this issue could result in further damage or risk to staff, the property and the business.

Approving this purchase will assist the Bureau for Behavioral Health to procure support as needed to address the sinkholes and other geotechnical work needed to protect the integrity of the property. The Department had reached out to the City to negotiate some level of assistance but have yet to be able to reach a legal resolution and due to the dire need for these services we are attempting to remediate the issue while we assess alternative paths. We anticipate that the costs could exceed $300,000 but will not have a final number until the work has begun.

If you have any questions concerning the attached, please feel free to contact me at (304) 352-5592.

Thank you for your consideration,

Damon Iarossi, Deputy Commissioner
Bureau for Behavioral Health
West Virginia DoHS

**Stephenson, Catherine E <catherine.e.stephenson@wv.gov>**

# Fwd: Emergency Purchase Request

**Iarossi, Damon E** <damon.e.iarossi@wv.gov> Thu, Sep 24, 2026 at 12:42 PM
To: "Stephenson, Catherine E" <catherine.e.stephenson@wv.gov>
Cc: "Mullins, Melissa D" <melissa.d.mullins@wv.gov>

Those will NOT be federal funding.

Thanks

Damon

On Thu, Sep 24, 2026 at 11:16 AM Stephenson, Catherine E <catherine.e.stephenson@wv.gov> wrote:
> Good morning,
>
> I have a quick question. Do we happen to know if federal funds will be used for the Westbrook Drainage Repair Project?
>
> Thank you,
>
> On Fri, Jul 24, 2026 at 3:26 PM Mullins, Melissa D <melissa.d.mullins@wv.gov> wrote:
> > All,
> >
> > Please use the following financial coding:
> >
> > 5465-2027-0511-2804-09900
> >
> > Thanks so much,
> >
> > Melissa

WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES
Bureau for Behavioral Health

**Melissa Mullins, CPA, CGFM**
Chief Financial Officer
**Bureau for Behavioral Health**
WV Department of Human Services
350 Capitol Street, Room 350
Charleston WV 25301
Main: (304) 558-0627 | bbh.wv.gov
Office: (304) 352-5608
Cell: (304) 546-3930

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> On Thu, Jul 23, 2026 at 4:54 PM Iarossi, Damon E <damon.e.iarossi@wv.gov> wrote:
> > Roberta,

**Stephenson, Catherine E <catherine.e.stephenson@wv.gov>**

# Note to File-APO HHR27*003 Emergency Storm Drainage Repair

1 message

**Stephenson, Catherine E** <catherine.e.stephenson@wv.gov> Tue, Oct 20, 2026 at 10:02 AM
To: Melissa S Spitzer <melissa.s.spitzer@wv.gov>

Good morning,

APO HHR27*003 late justification and a note to file:

The administrative delay in finalizing and submitting the APO was caused by a combination of the following compounding factors:

- Administrative Overload & Process Transition: A recent influx of high-volume procurement documentation and solicitations coincided with the implementation of new departmental procedures. Navigating this transition inadvertently led to the final APO completion being overlooked.
- Vendor Documentation Delays: Securing the mandatory documentation from the selected vendor took longer than anticipated, which stalled the assembly of the complete purchase order.
- OASIS System Error: When attempting to submit the APO I encountered a technical error within the OASIS system. Resolving this system issue required reaching out to finance for assistance, which created an unavoidable procedural bottleneck.

Thank you,

**Catherine Stephenson**
Procurement Specialist Senior
Office of Shared Administration
West Virginia Departments of Health, Health Facilities, and Human Services
300 Capitol St., Suite 700,
Charleston, WV, 25301
P: 304-352-3922 | dhhr.wv.gov

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**Stephenson, Catherine E <catherine.e.stephenson@wv.gov>**

APO HHR2763

# Fwd: Emergency Purchase Request

8 messages

**Wagner, Roberta A** <roberta.a.wagner@wv.gov> Mon, Jul 20, 2026 at 9:59 AM
To: Catherine E Stephenson <catherine.e.stephenson@wv.gov>, Melissa S Spitzer <melissa.s.spitzer@wv.gov>
Cc: Bryan D Rosen <bryan.d.rosen@wv.gov>

FYI

Keeping you in the loop.

We will need to process this emergency then.

* Performance Bonds?

Regards,
Roberta

---------- Forwarded message ---------
From: **Whittaker, Frank M** <frank.m.whittaker@wv.gov>
Date: Mon, Jul 20, 2026 at 9:52 AM
Subject: Re: Emergency Purchase Request
To: Rosen, Bryan D <bryan.d.rosen@wv.gov>
Cc: Samantha L Willis <samantha.l.willis@wv.gov>, Price, Robert L <robert.l.price@wv.gov>, Debolt, Kimberlie K <kimberlie.k.debolt@wv.gov>, Wagner, Roberta A <roberta.a.wagner@wv.gov>, Totten, Mark L <mark.l.totten@wv.gov>, Greg Clay <gregory.c.clay@wv.gov>

Bryan,

Your emergency request is approved. Please follow all emergency procedures outlined in the Purchasing Division Procedures Handbook and return the completed contract and all supporting documentation to this office for public posting within 30 days of this approval.

On Mon, Jul 20, 2026 at 9:45 AM Rosen, Bryan D <bryan.d.rosen@wv.gov> wrote:
All, my initial request should have noted that we are seeking to move forward in compliance with WV Code §5G-1-3. Contracts for architectural and engineering services; selection process where total project costs are estimated to cost $250,000 or more.

> Provided, That if such circumstances exist, such that seeking competition could result in a compromise to public safety, significantly increase costs, or an extended interruption of essential services, the agency may, with the prior approval of the director of purchasing, select a firm on the basis of previous satisfactory performance and knowledge of the agency's facilities and needs:

Thanks for your consideration.

Bryan

On Mon, Jul 20, 2026 at 9:28 AM Rosen, Bryan D <bryan.d.rosen@wv.gov> wrote:
Sam and Frank, please see the attached emergency purchase request to address sinkholes that have developed on Department-owned property. The initial cost estimate is for $300,000 but this amount may increase. I request a 6 month emergency contract with the potential for a six-month renewal, as we do not yet know the full scope of the project.

Bryan

**20260720095034.pdf**
67K

---

**Wagner, Roberta A** <roberta.a.wagner@wv.gov> Tue, Jul 21, 2026 at 9:11 AM
To: Ron Adkins <ron.adkins@wv.gov>, Catherine E Stephenson <catherine.e.stephenson@wv.gov>, Melissa S Spitzer <melissa.s.spitzer@wv.gov>, "markh@jcbci.com" <markh@jcbci.com>

Ron,

Here is the emergency approval from DOA Purchasing.

Also attached is the quote and drawing.

I hope that this information is helpful.
[Quoted text hidden]

---

**2 attachments**

**0183_001.pdf**
98K

**0184_001.pdf**
149K

---

**Stephenson, Catherine E** <catherine.e.stephenson@wv.gov> Thu, Jul 23, 2026 at 2:08 PM
To: "Wagner, Roberta A" <roberta.a.wagner@wv.gov>, Bryan D Rosen <bryan.d.rosen@wv.gov>
Cc: Melissa S Spitzer <melissa.s.spitzer@wv.gov>

Good afternoon,

I have a couple of questions about this Emergency APO. Before I draft the document, do we know which department or unit this needs to be processed under in Oasis? Will it be a BBH doc? Also do we have an agency contact I should reach out to for funding or should I just contact finance for that info?

Thank you,
[Quoted text hidden]
--

**Catherine Stephenson**
Procurement Specialist Senior
Office of Shared Administration
West Virginia Departments of Health, Health Facilities, and Human Services

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---

**Wagner, Roberta A** <roberta.a.wagner@wv.gov> Thu, Jul 23, 2026 at 2:10 PM
To: "Stephenson, Catherine E" <catherine.e.stephenson@wv.gov>
Cc: Bryan D Rosen <bryan.d.rosen@wv.gov>, Melissa S Spitzer <melissa.s.spitzer@wv.gov>

Bryan,

Would Damon be the contact for this?

Regards,
Roberta
[Quoted text hidden]

---

**Rosen, Bryan D** <bryan.d.rosen@wv.gov> Thu, Jul 23, 2026 at 2:11 PM
To: "Wagner, Roberta A" <roberta.a.wagner@wv.gov>
Cc: "Stephenson, Catherine E" <catherine.e.stephenson@wv.gov>, Melissa S Spitzer <melissa.s.spitzer@wv.gov>

Yes.
[Quoted text hidden]

---

**Wagner, Roberta A** <roberta.a.wagner@wv.gov> Thu, Jul 23, 2026 at 4:28 PM
To: "Iarossi, Damon E" <damon.e.iarossi@wv.gov>, Catherine E Stephenson <catherine.e.stephenson@wv.gov>, Melissa S Spitzer <melissa.s.spitzer@wv.gov>

Damon,

Would you be able to answer Catherine's questions?

Please advise.

We appreciate all of your help in this matter.
[Quoted text hidden]

---

**Iarossi, Damon E** <damon.e.iarossi@wv.gov> Thu, Jul 23, 2026 at 4:54 PM
To: "Wagner, Roberta A" <roberta.a.wagner@wv.gov>
Cc: Catherine E Stephenson <catherine.e.stephenson@wv.gov>, Melissa S Spitzer <melissa.s.spitzer@wv.gov>, Melissa Mullins <melissa.d.mullins@wv.gov>

Roberta,

I have included Melissa Mullins who can help answer the funding questions for this document. (This is the Westbrook sinkholes and should be from our revenue fund with the repair/property unit)

Melissa,

Can you please confirm all the coding?

Thanks

Damon
[Quoted text hidden]
--

WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES
Bureau for Behavioral Health

Damon E. Iarossi
Deputy Commissioner for Administration
Bureau for Behavioral Health
West Virginia Department of Human Services
350 Capital Street, Room 350
Charleston WV 25301
Main: (304) 558-0627 | bbh.wv.gov
Office: (304) 352-5592
Damon.e.iarossi@wv.gov

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received this communication in error, please notify the Bureau for Behavioral Health, West Virginia Department of Human Services, 350 Capitol Street, Room 350, Charleston, WV 25301, Telephone (304) 558-0627, and discard this communication immediately without making any copy or distribution.

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**Mullins, Melissa D** <melissa.d.mullins@wv.gov> Fri, Jul 24, 2026 at 3:26 PM
To: "Iarossi, Damon E" <damon.e.iarossi@wv.gov>
Cc: "Wagner, Roberta A" <roberta.a.wagner@wv.gov>, Catherine E Stephenson <catherine.e.stephenson@wv.gov>, Melissa S Spitzer <melissa.s.spitzer@wv.gov>

All,

Please use the following financial coding:

5465-2027-0511-2804-09900

Thanks so much,

Melissa

WEST VIRGINIA DEPARTMENT OF HUMAN SERVICES
Bureau for Behavioral Health

**Melissa Mullins, CPA, CGFM**
Chief Financial Officer
**Bureau for Behavioral Health**
WV Department of Human Services
350 Capitol Street, Room 350
Charleston WV 25301
Main: (304) 558-0627 | bbh.wv.gov
Office: (304) 352-5608
Cell: (304) 546-3930

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[Quoted text hidden]

**Stephenson, Catherine E <catherine.e.stephenson@wv.gov>**

# Westbrook Storm Drainage Project

2 messages

**Stephenson, Catherine E** <catherine.e.stephenson@wv.gov> Tue, Jul 28, 2026 at 12:52 PM
To: "tessa@jcbci.com" <tessa@jcbci.com>
Cc: Roberta A Wagner <roberta.a.wagner@wv.gov>, Bryan D Rosen <bryan.d.rosen@wv.gov>, Melissa S Spitzer <melissa.s.spitzer@wv.gov>, Ron Adkins <ron.adkins@wv.gov>

Good afternoon,

I'm working on the documents for the emergency purchase to repair and replace storm drainage at the Westbrook Health Services building. How will J. C. Bosley Construction be invoicing for this project? Will the invoice include one lump sum, as quoted?

Thank you,

**Catherine Stephenson**
Procurement Specialist Senior
Office of Shared Administration
West Virginia Departments of Health, Health Facilities, and Human Services
300 Capitol St., Suite 700,
Charleston, WV, 25301
P: 304-352-3922 | dhhr.wv.gov

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**FederalFundsContractClauseAddendum.pdf**
261K

**Tessa Bosley-Stull** <tessa@jcbci.com> Wed, Jul 29, 2026 at 10:21 AM
To: "Stephenson, Catherine E" <catherine.e.stephenson@wv.gov>
Cc: Roberta A Wagner <roberta.a.wagner@wv.gov>, Bryan D Rosen <bryan.d.rosen@wv.gov>, Melissa S Spitzer <melissa.s.spitzer@wv.gov>, Ron Adkins <ron.adkins@wv.gov>

Catherine,

Lump sum with progress payments billed throughout project.

This is not subject to Davis Bacon Prevailing Wage Rates right ?

Respectfully,

Tessa Bosley-Stull
Bid Secretary
J.C. Bosley Construction, Inc.
1 Bosley Ave.
Parkersburg, WV 26101

304-422-0025 Phone
304-422-0414 Fax

[Quoted text hidden]

--
Respectfully,

Tessa Bosley-Stull
Bid Secretary
J.C. Bosley Construction, Inc.
1 Bosley Ave.
Parkersburg, WV 26101
304-422-0025 Phone
304-422-0414 Fax

**Stephenson, Catherine E <catherine.e.stephenson@wv.gov>**

# Westbrook Storm Drainage Project

**Stephenson, Catherine E** <catherine.e.stephenson@wv.gov> Fri, Sep 25, 2026 at 2:09 PM
To: Tessa Bosley-Stull <tessa@jcbci.com>
Cc: Roberta A Wagner <roberta.a.wagner@wv.gov>, Bryan D Rosen <bryan.d.rosen@wv.gov>, Melissa S Spitzer <melissa.s.spitzer@wv.gov>, Ron Adkins <ron.adkins@wv.gov>

Good afternoon,

I apologize for the delayed response. Regarding whether it is subject to Davis-Bacon, I asked the Agency for clarification and they stated that no federal funds will be utilized for this project.

I have attached the terms and conditions requiring completion. We also need your COI including commercial liability and auto liability coverage of $1,000,000.00 or more.

Thank you,

[Quoted text hidden]

--



**Catherine Stephenson**
Procurement Specialist Senior
Office of Shared Administration
West Virginia Departments of Health, Health Facilities, and Human Services

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--



**Catherine Stephenson**
Procurement Specialist Senior
Office of Shared Administration
West Virginia Departments of Health, Health Facilities, and Human Services

[Quoted text hidden]

**TCA-J.C. Bosley Construction.pdf**
362K

WEST VIRGINIA
PURCHASING DIVISION

# Non-Conflict of Interest Certification (WV-31)
## Page 2, Acknowledgements

West Virginia Code § 5A-3-31: "It shall be unlawful for any person to corruptly act alone or combine, collude or conspire with one or more other persons with respect to the purchasing or supplying of services, commodities or printing to the state under the provisions of this article if the purpose or effect of such action, combination, collusion or conspiracy is either to: (1) Lessen competition among prospective vendors; or (2) cause the state to pay a higher price for such services, commodities or printing than would be or would have been paid in the absence of such action, combination, collusion or conspiracy; or (3) cause one prospective vendor or vendors to be preferred over one or more other prospective vendor or vendors. Any person who violates any provision of this section is guilty of a felony and, upon conviction thereof, shall be imprisoned in a state correctional facility not less than one nor more than five years, and be fined not exceeding $10,000."

West Virginia Code § 6B-2-5(b)(1): "A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person."

West Virginia Code § 6B-2-5(d)(1): "[N]o elected or appointed public official or public employee or member of his or her immediate family or business with which he or she is associated may be a party to or have an interest in the profits or benefits of a contract which the official or employee may have direct authority to enter into, or over which he or she may have control . . . ."

The individual(s) listed below have been charged to evaluate or serve as members or advisors of an evaluation committee for the solicitation as specified [ APO HHR27*003 ].

**By signing this form, each individual acknowledges that: (1) his or her service on the evaluation committee is not in violation of West Virginia Code § 5A-3-31, § 6B-2-5, or any other relevant code section; (2) his or her service on the evaluation committee does not create a conflict of interest with any of the participating vendors; and (3) he or she has not had or will not have contact relating to the solicitation identified above with any participating vendors between the time of the bid opening and the award recommendation without prior approval of the Purchasing Division.**

| NAME/TITLE | AGENCY | SIGNATURE | DATE |
|---|---|---|---|
| Catherine Stephenson Procurement Specialist Senior | OSA Purchasing | Catherine Stephenson | 10/5/26 |
| Ron Adkins Director Construction | OSA Administration | Ron Adkins | 10/6/2026 |
| | | | |
| | | | |
| | | | |

**WV-73**
Approved / July 7, 2017

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

**STATE OF WEST VIRGINIA,**

**COUNTY OF** Wood **, TO-WIT:**

I, Lisa A. Smith, after being first duly sworn, depose and state as follows:

1. I am an employee of J.C. Bosley Construction, Inc. (Company Name); and,

2. I do hereby attest that J.C. Bosley Construction, Inc. (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 above statements are sworn to under the penalty of perjury.

Printed Name: Lisa A. Smith

Signature:

Title: Secretary/ Treasurer

Company Name: J.C. Bosley Construction, Inc.

Date: September 29, 2026

Taken, subscribed and sworn to before me this 29th day of September, 2026.

By Commission expires September 1,2028

(Seal)

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Tessa Bosley-Stull
J.C Bosley Construction Inc
1 Bosley Ave
Parkersburg WV 26101
My Commission Expires September 1, 2028

(Notary Public)

Rev. July 7, 2017

# CONTRACTOR LICENSE

AUTHORIZED BY THE

## West Virginia Contractor Licensing Board

**NUMBER:** WV003012

**CLASSIFICATION:**

ELECTRICAL
GENERAL BUILDING
GENERAL ENGINEERING
HVAC
MULTIFAMILY
PIPING
PLUMBING
RESIDENTIAL
SPECIALTY

J C BOSLEY CONSTRUCTION INC
1 BOSLEY AVENUE
PARKERSBURG, WV 26101

| DATE ISSUED | EXPIRATION DATE |
|---|---|
| SEPTEMBER 9, 2026 | SEPTEMBER 9, 2027 |

Authorized Signature

Chair, West Virginia Contractor Licensing Board

WEST VIRGINIA CONTRACTOR LICENSING BOARD

A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

**Stephenson, Catherine E <catherine.e.stephenson@wv.gov>**

# APO HHR27*003 Westbrook Storm Drainage

**Rosen, Bryan D** <bryan.d.rosen@wv.gov> Fri, Oct 30, 2026 at 10:37 AM
To: "Stephenson, Catherine E" <catherine.e.stephenson@wv.gov>
Cc: Roberta A Wagner <roberta.a.wagner@wv.gov>, Melissa S Spitzer <melissa.s.spitzer@wv.gov>

Catherine, based on Damon's confirmation that no fed funds are being used, I approve the waiver of the Fed Funds Addendum. If no federal funds are being used, including the addendum would cause the State to pay Prevailing Wage Rates not required by State law.

Bryan
[Quoted text hidden]

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER** | CONTACT NAME: Kathleen Edman |
| Intra-State Insurance Corporation | PHONE (A/C, No, Ext): (304) 295-1048 FAX (A/C, No): (304) 295-3369 |
| P.O. Box 5526 | E-MAIL ADDRESS: kathy@intrastateinscorp.com |
| Vienna WV 26105 | INSURER(S) AFFORDING COVERAGE / NAIC # |
| **INSURED** | INSURER A: Travelers Insurance 38161 |
| J.C. Bosley Construction, Inc. | INSURER B: PINNACLEPOINT 21282 |
| 1 Bosley Avenue | INSURER C: |
| | INSURER D: |
| Parkersburg WV 26101 | INSURER E: |
| | INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** CL2652907470 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | 4T-CO-5614B47A-COF-25 | 10/28/2025 | 10/28/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | BA-7N080159-25-2S-G | 10/28/2025 | 10/28/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Uninsured Motorist | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | CUP-8J32182A-25-2S | 10/28/2025 | 10/28/2026 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WCP7005394 | 06/01/2026 | 06/01/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | MOTOR TRUCK CARGO<br>LEASED/RENTED EQUIPMENT | | | QT-660-1016C565-COF-25 | 10/28/2025 | 10/28/2026 | $2,500 Ded Per Convey<br>$1,000 Deductible | $350,000<br>$200,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Blanket Additional Insured applies to General Liability.

**CERTIFICATE HOLDER**

WESTBROOK HEALTH SERVICES
2121 EAST 7TH STREET
PARKERSBURG WV 26101

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathleen D. Edman


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**Vendor/Customer**

Menu

| Vendor/Customer | Legal Name | Alias/DBA | Vendor Active Status | Customer Active Status | Previous Name |
|---|---|---|---|---|---|
| ✓ 000000206657 | J C BOSLEY CONSTRUCTION INC | | Active | Inactive | |

From 1 to 1 of 1 First Prev Next Last Attachments

Save Undo Delete Insert Copy Paste Search

## General Info

**Vendor/Customer :** 000000206657
**Legal Name :** J C BOSLEY CONSTRUCTIC
**Alias/DBA :**
**Vendor Active Status :** Active
**Vendor Approval Status :** Complete
**Customer Active Status :** Inactive
**Customer Approval Status :** Incomplete
**Location Name :**
**First Name :**
**Middle Name :**
**Last Name :**
**Company Name :** J C BOSLEY CONSTRUCTIC
**Previous Name :**
**Previous Street :**
**Previous City :**
**Previous State/Province :**
**Previous Country :**

**Restrict Use by Department :**
**Miscellaneous Account :**
**Internal Account :**
**Third Party Only :**
**Third Party Vendor :**
**Third Party Customer :**
**Inventory Customer :**
**Healthcare Provider :**
**Never Archive :**
**Restrict VSS Access :** No
**Discontinue - No New Business :**
**Prevent MA Reference :**
**PunchOut Enabled :**
**Re-PunchOut Enabled :**
**Electronic Order Enabled :**
**W-9 Received :**
**W-9 Received Date :**
**W-8 Received :**
**W-8 Received Date :**
**Accepts Credit Cards :**
**Active From :** 06/10/1980
**Active To :**
**Last Usage Date :** 09/29/2026
**Department :**
**Unit :**

## Headquarters

**Headquarters Account :** Yes
**Headquarters Account Code :** 000000206657
**Headquarters Account Legal Name :** J C BOSLEY CONSTRUCTIC
**Franchise Account :**

**Web Address http:// :**
**Catalog DUNS :**
**Catalog Extended DUNS :**
**Catalog Unique Entity Identifier :**
**Taxpayer ID Number :** *****1657
**Taxpayer ID Number Type :** EIN

## Organization

**Organization Type :** Company
**1099 Classification :** Corporation
**Foreign Ownership Interest :**
**1042-S Ch. 3 Recipient Code :**
**1042-S Ch. 4 Status Code :**
**Number of Employees :**
**Merchant ID :**
**Sex :**
**Date of Birth :**
**Marital Status :**
**Annual Income :**
**IRS Country of Residence :**
**IRS Country Sub Code :**

**1099 Indicator :** No
**1042-S Indicator :**
**Taxpayer ID Number :** 550691657
**Taxpayer ID Number Type :** EIN
**Detailed TIN Type :**
**Foreign Tax ID :**
**GIIN :**
**1042-S Recipient Account Number :**
**W-8 Form :**
**Tax Profile :** NOTAX
**Tax Profile Name :** No Tax
**EBIC Number :**
**IAEC Number :**
**Web Address http:// :**

Contract Withholding Exempt :
National Provider ID :
Assigning Authority :
CAGE Code :
Permanent Staffed Office in State :

Employee ID :
Employee Status :
Supplier Shared Secret :

## Disbursement Options

Category : DIRC
Description : Direct Payments
Default Type : Check
Default Priority : 99
Default Format : REG
Default Format Description :
Scheduled Payment Day :
Single Payment Indicator :
Name on Check : Legal Name
Eligible for VCA Payments :
VCA Effective From Date :
VCA Effective To Date :
VCA Primary Email :
VCA Secondary Email :
VCA Comments :

Hold Payment :
Hold Payment Authorized By :
Hold Payment Authorized On :
Hold Reason :
Prevent New Spending :
Prevent New Orders : Not Active
Third Party Code :
Third Party Name :
Third Party Approved By :
Third Party Approved On :
Third Party Reason :
Always Infer Third Party Vendor :
Third Party Address ID :

## Prenote/EFT

## Remittance Advice

## Vendor Terms

## Accounts Receivable

## eMALL

## Location Information

## Fee and Vendor Compliance Holds

Fee Exempt :
Registration Application Date : 09/21/2026
Registration Effective Date : 09/21/2026
Registration Expiration Date : 09/21/2027
Pre-Registration Code :

Tax Clearance :
Unemployment Insurance :
Worker's Compensation :
Secretary of State Registration :
Federal Debarred :

## Executive Compensation

## Additional Information

## Travel

## Change Management

Top
CREATE DOCUMENT> Create New Record Modify Existing Record
UPDATE> Headquarters Add 1099 Information Entry Add 1042-S Reporting Information Entry Vendor Business Types By Commodity
SEARCH BY> Master Contacts Master Addresses Vendor Commodity Vendor Addresses Vendor Business Types
Vendor Service Areas VCM Query Historical Vendor Information Vendor Notes
Vendor Transaction History

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# West Virginia Secretary of State — Online Data Services

## Business and Licensing

Online Data Services Help

## Business Organization Detail

*NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.*

## J. C. BOSLEY CONSTRUCTION, INC.

### Organization Information

| Org Type | Effective Date | Established Date | Filing Date | Charter | Class | Sec Type | Termination Date | Termination Reason |
|---|---|---|---|---|---|---|---|---|
| C \| Corporation | 7/10/1989 | | 7/10/1989 | Domestic | Profit | | | |

### Organization Information

| | | | |
|---|---|---|---|
| **Business Purpose** | 2389 - Construction - Special Trade Contractors - Other Specialty Trade Contractors (site prep, other specialty) | **Capital Stock** | 5000.0000 |
| **Charter County** | Wood | **Control Number** | 0 |
| **Charter State** | WV | **Excess Acres** | 0 |
| **At Will Term** | | **Member Managed** | |
| **At Will Term Years** | | **Par Value** | 25.000000 |
| **Authorized Shares** | 200 | **Entr** | |

× Close

Hi, I'm SOLO! I can help you file your Annual Report.

## Addresses

| Type | Address |
|---|---|
| Designated Office Address | 1 BOSLEY AVENUE<br>PARKERSBURG, WV, 26101 |
| Notice of Process Address | LISA A SMITH<br>1 BOSLEY AVENUE<br>PARKERSBURG, WV, 26101 |
| Principal Office Address | 1 BOSLEY AVENUE<br>PARKERSBURG, WV, 26101<br>USA |
| Principal Office Mailing Address | 1 BOSLEY AVENUE<br>PARKERSBURG, WV, 26101<br>USA |
| Type | Address |

## Officers

| Type | Name/Address |
|---|---|
| Director | JOHN C. BOSLEY, JR & LISA A. SMITH.<br>1 BOSLEY AVENUE<br>PARKERSBURG, WV, 26101 |
| Director | KEVIN M. BOSLEY & GREGORY A. STURMS<br>1 BOSLEY AVENUE<br>PARKERSBURG, WV, 26101 |
| Incorporator | SUSAN METZE<br>3810 CAREW TOWER<br>CINCINNATI, OH, 45202<br>USA |
| President | JOHN C. BOSLEY, JR.<br>1 BOSLEY AVENUE<br>PARKERSBURG, WV, 26101 |
| Secretary | LISA A. SMITH<br>1 BOSLEY AVENUE<br>PARKERSBURG, WV, 26101 |
| Treasurer | LISA A. SMITH<br>1 BOSLEY AVENUE<br>PARKERSBURG, WV, 261C |
| Type | Name/Address |

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## Annual Reports

| Filed For |
|---|

| |
|---|
| 2026 |
| 2025 |
| 2024 |
| 2023 |
| 2022 |
| 2021 |
| 2020 |
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| 2001 |
| 2000 |
| 1999 |
| **Date filed** |

For more information, please contact the Secretary of St

Thursday, October 15, 2026 — 4:04 PM

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WEST VIRGINIA PURCHASING DIVISION

# DEBARRED AND SUSPENDED VENDOR LIST

Pursuant to West Virginia Code §5A-3-33c and 33d, the State of West Virginia and its political subdivisions may not solicit offers from, award contracts to, or consent to subcontract with a debarred vendor during the debarment period.

Below is a list of vendors who are currently debarred from doing business with the State of West Virginia.

| Vendor Name | Vendor Address | Debarment Date | Debarment Period | Debarment Scope |
|---|---|---|---|---|
| **Andrew P. Nichols** | 732 Nursery Lane Lesage, WV 25537 OR RR 1, 407H Lesage, WV 25537 | October 13, 2017; updated April 29, 2022 | Permanent | All Commodities and Services except for work as an employee of Marshall University and its affiliated research entities. |
| **Arapaho Communications LP** | 840-A Kastrin St. El Paso, TX 79907-2724 | June 10, 2022 | Permanent | All Commodities and Services |
| **Arapaho Communications Management LLC** | 840-A Kastrin St. El Paso, TX 79907-2724 | June 10, 2022 | Permanent | All Commodities and Services |
| **Arapaho Pipe & Supply LP** | 840-A Kastrin St. El Paso, TX 79907-2724 | June 10, 2022 | Permanent | All Commodities and Services |
| **Backwoods Trucking** | P.O. Box 394 Raysal, WV 24879<br><br>90480 Jamie Drive Bradshaw, WV 24817 | April 20, 2021 | Permanent | All Commodities and Services |
| **Bayliss & Ramey, Inc.** | 145 Vaughan Drive Fraziers | September 28, 2017 | Permanent | All Commodities and Services |

| | | | | |
|---|---|---|---|---|
| | Bottom, WV 25082 | | | |
| **Bruce E. Kenney, III** | 916 Vikingfield TE Chesapeake, VA 23322 | October 13, 2017 | Permanent | All Commodities and Services |
| **Clark A. Diehl** | P.O. Box 20003 Charleston, WV 25362 | January 6, 2012 | Permanent | All Commodities and Services |
| **Courtney Bowman** | PO Box 394 Raysal, WV 24879<br><br>90480 Jamie Drive Bradshaw, WV 24817 | June 1, 2021 | Permanent | All Commodities and Services |
| **Daniel R. Dennis, III** | 1800 Huger Street Columbia, SC 29201 | October 13, 2017 | Permanent | All Commodities and Services |
| **Dennis Corporation** | 1800 Huger Street Columbia, SC 29201 | September 28, 2017 | Permanent | All Commodities and Services |
| **Deniz Erdinc** | 580 Broadway St., Unit 202A Laguna Beach, CA 92651 | August 5, 2019 | Permanent | All Commodities and Services |
| **Gerry E. Barton** | Route 1; Box 185 Vallscreek, WV 24815 | February 23, 2011 | Permanent | All Commodities and Services |
| **Jack M. Kidd** | 840-A Kastrin St. El Paso, TX 79907-2724 | June 10, 2022 | Permanent | All Commodities and Services |
| **James Travis Miller** | 65 Summit Ridge Road Hurricane, WV 25526 | October 13, 2017 | Permanent | All Commodities and Services |
| **John Derek Riffe** | P.O. Box 262 Raysal, WV 24879 OR Rt. 83 701 | August 18, 2021 | Permanent | All Commodities and Services |

| | | | | |
|---|---|---|---|---|
| | Raysal, WV 24879 | | | |
| **Joyce Matney** | P.O. Box 262 Raysal, WV 24879<br><br>Rt. 83 701 Raysal, WV 24879 | July 29, 2021 | Permanent | All Commodities and Services |
| **KGH Development Inc.** | 840 Kastrin St. El Paso, TX 79907 | June 10, 2022 | Permanent | All Commodities and Services |
| **Lighthouse Sourcing Solutions, LLC** | 580 Broadway St., Unit 202A Laguna Beach, CA 92651 | August 5, 2019 | Permanent | All Commodities and Services |
| **Mark Rudolph Whitt** | 380 Cannery Lane Winfield, WV 25213 | October 13, 2017 | Permanent | All Commodities and Services |
| **May Baqai Individually and as Notice of Process Recipient for Planet Cellular Inc.** | 1919 NW 137th Way Pembroke Pines, FL 33028 | September 8, 2022 | Permanent | All Commodities and Services |
| **Mehwish Baqai Individually and as Vice President, Planet Cellular Inc.** | 17326 Edwards Road Ste. A207 Cerritos, CA 90703<br><br>1919 NW 137th Way Pembroke Pines, FL 33028 | September 8, 2022 | Permanent | All Commodities and Services |
| **Mountaineer Trucking** | P.O. Box 262 Raysal, WV 24879<br><br>Rt. 83 701 Raysal, WV 24879 | July 29, 2021 | Permanent | All Commodities and Services |

| | | | | |
|---|---|---|---|---|
| **Nancy Kennedy** | P.O. Box 394 Raysal, WV 24879<br><br>90480 Jamie Drive Bradshaw, WV 24817 | April 20,2021 | Permanent | All Commodities and Services |
| **Planet Cellular Inc.** | 13909 Bettencourt St. Cerritos, CA 90703 | September 8, 2022 | Permanent | All Commodities and Services |
| **RNCR Trucking** | PO Box 394 Raysal, WV 24879<br><br>90480 Jamie Drive Bradshaw, WV 24817 | June 1, 2021 | Permanent | All Commodities and Services |
| **Russel Radach** | 580 Broadway St., Unit 202A Laguna Beach, CA 92651 | August 5, 2019 | Permanent | All Commodities and Services |
| **Steven Hull** | P.O. Box 434 Jane Lew, WV 26378 | September 14, 2018 | Permanent | All Commodities and Services |
| **VMK/JMK Investment Holding LLC** | 400 Willow Glen Drive El Paso, TX 79922 | June 10, 2022 | Permanent | All Commodities and Services |
| **Wallpapers In Stock, Inc.** | 1600 Kanawha Boulevard, West Charleston, WV 25362 | January 6, 2012 | Permanent | All Commodities and Services |

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