



**HISSAM
FORMAN
DONOVAN
RITCHIE** PLLC

Michael Hissam
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(681) 265-3802 *office*
(304) 982-8056 *fax*

September 26, 2018

Via email (marsha.kauffman@wvhouse.gov)

Marsha Kauffman, Esq.
House Judiciary Committee
Room 418M
State Capitol Complex
1900 Kanawha Blvd. E.
Charleston, WV 25302

RECEIVED
CLERK OF THE SENATE
DATE: 9-26-18 TIME: 8:35pm
By: LC

Re: *In the Matter of Impeachment Proceedings Against Respondent Justice Elizabeth Walker*; Justice Walker's First Supplemental Reciprocal Disclosures Pursuant to S.R. 203 Rule 21(c).

Dear Ms. Kauffman:

In accordance with the *Rules of the West Virginia Senate While Sitting as a Court of Impeachment During the 83rd Legislature* (the "Rules"), Justice Walker provides the following First Supplemental disclosures:

- (1) Any written or recorded statement of Justice Walker in Justice Walker's possession which Justice Walker intends to introduce into evidence in her case-in-chief under Article XIV of the Articles of Impeachment.
See attached documents Bates-numbered "Walker 387 - Walker 869." Justice Walker may also introduce any such statements produced by the other Justices or the Managers.
- (2) Any books, papers, documents, data, photographs, tangible objects, buildings or places, or copies of such items in Justice Walker's possession that Justice Walker intends to use in her case-in-chief under Article XIV of the Articles of Impeachment.
See attached documents Bates numbered "Walker 387 - Walker 869." Justice Walker may also introduce any such documents produced by the other Justices or the Managers.

Justice Walker reserves the right to supplement these disclosures as necessary and permissible under the Rules. Please do not hesitate to contact me if you have any questions.

Marsha Kauffman
September 26, 2018
Page 2

Sincerely,



Michael B. Hissam

*Counsel for the Hon. Elizabeth D. Walker,
Justice of the Supreme Court of Appeals
of West Virginia*

cc: Lee Cassis, Clerk of the Senate (via email)
lee.cassis@wvsenate.gov

PROPOSAL AND CONTRACT

DATE 5-29-17

THIS PROPOSED AGREEMENT IS BETWEEN:

M&M BUILDERS INC. AT 4631 KANAWHA STATE FOREST DRIVE
CHARLESTON, WV. 25314 PHONE 3043955899 3043955898

CONTRACTOR LICENSE NUMBER WV040105

AND

OWNERS NAME Kimberly Ellis

OWNERS ADDRESS 1900 Kanawha Blvd East Room 2100
Charleston WV 25305

OWNERS TELEPHONE 304-553-1207

We hereby propose to furnish all materials and equipment, and perform all labor necessary to complete following work.

M&M Builders will perform
work to remodel office as
per estimate provided.
work will begin June 19 completed
By August 27.

ALL MATERIAL IS GUARANTEED AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER FOR

THE SUM OF: 26521.98 DOLLARS, WITH PAYMENTS TO BE MADE AS

FOLLOWS: 16,000 down payment 8000 upon

Floor & wall covering are installed remainder
upon completion

RESPECTFULLY SUBMITTED BY M&M BUILEDRS.

4631 KANAWHA STATE FOREST DRIVE

CHARLESTON WV 25314

PHONE 3043955899

304395589

WV CONTRACTORS LICENSE NUMBER WV040105

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN _____ DAYS. IF ACCEPTED WORK WILL BEGIN (APPROXIMATELY) ON _____

You are hereby authorized to furnish all materials, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof. Any change involving extra cost of labor or materials will be executed only after acceptance of a written change order.

SIGNATURE: _____ DATE _____

Client: beth walker
Property:

Operator Info:
Operator: MOONEY

Estimator: steven mooney
Business: 4631 kanawha state forest drive
chas, WV 23514

Date Entered: 4/1/2017 3:49 PM Date Job Contracted:
Date Job Began: Date Job Completed:

Price List: WVCH7R_OCT16
Labor Efficiency: Remodel
Estimate: 2017-04-01-1549

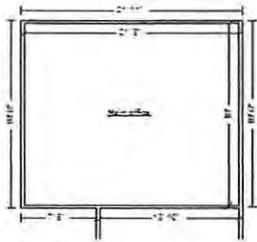
2017-04-01-1549

**Proposed
Main Level**

Area Items: Main Level

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
40. PERMITS AND FEES	1.00 EA	0.00	275.00	275.00
41. Cleaning Technician - per hour	12.00 HR	0.00	26.60	319.20

Area Items Total: Main Level 594.20



Room: Main office

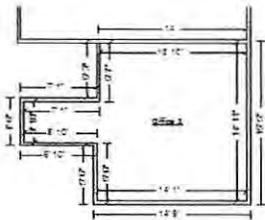
Height: 10' 6"

824.25 SF Walls	382.50 SF Ceiling
1,206.75 SF Walls & Ceiling	382.50 SF Floor
42.50 SY Flooring	78.50 LF Floor Perimeter
78.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. General Demolition - per hour	72.00 HR	34.17	0.00	2,460.24
2. build closet	12.00 HR	0.00	48.97	587.64
3. Remove Additional charge to remove non-strippable wallpaper	206.06 SF	0.25	0.00	51.52
4. Remove Wallpaper - Premium grade	824.25 SF	0.55	0.00	453.34
5. 110 volt commercial wiring/conduit, box, outlet, switch	6.00 EA	0.00	154.82	928.92
6. Recessed light fixture	6.00 EA	0.00	95.70	574.20
7. Chandelier - Detach & reset	2.00 EA	0.00	92.15	184.30
8. 1/2" drywall - hung, taped, with smooth wall finish	412.13 SF	0.00	1.86	766.56
9. Drywall Installer / Finisher - per hour	8.00 HR	0.00	50.19	401.52
10. Baseboard - 5 1/4" w/shoe	157.00 LF	0.00	5.23	821.11
12. Door opening (jamb & casing) - 36"to60"wide - stain grade	1.00 EA	0.00	175.06	175.06
13. wainscotting	235.50 SF	0.00	14.82	3,490.11
14. Seal the walls and ceiling w/latex based stain blocker - one coat	1,206.75 SF	0.00	0.46	555.11
15. Paint the walls and ceiling - two coats	1,206.75 SF	0.00	0.73	880.93

CONTINUED - Main office

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
19. Paint baseboard w/cap &/or shoe - two coats	78.50 LF	0.00	1.28	100.48
22. Vapor barrier - 15# felt	382.50 SF	0.00	0.25	95.63
23. (Install) Engineered wood flooring	382.50 SF	0.00	2.65	1,013.63
20. Paint - judges paneling - two coats	235.50 SF	0.00	3.26	767.73
21. Base shoe	78.50 LF	0.00	1.10	86.35
24. Cabinetry - full height unit - insall	6.00 LF	0.00	50.39	302.34
25. Electrician - per hour	8.00 HR	0.00	71.99	575.92
Room Totals: Main office				15,272.64



Room: Office 2

Height: 10' 6"

752.98 SF Walls	235.48 SF Ceiling
988.46 SF Walls & Ceiling	235.48 SF Floor
26.16 SY Flooring	71.71 LF Floor Perimeter
71.71 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
26. remove countertop	6.00 HR	0.00	61.75	370.50
27. 110 volt commercial wiring/conduit, box, outlet, switch	6.00 EA	0.00	154.82	928.92
28. Recessed light fixture	6.00 EA	0.00	95.70	574.20
29. Drywall - Labor Minimum	3.00 EA	0.00	226.08	678.24
30. Seal the ceiling w/latex based stain blocker - one coat	235.48 SF	0.00	0.46	108.32
31. Paint the ceiling - two coats	235.48 SF	0.00	0.73	171.90
32. Chandelier - Detach & reset	2.00 EA	0.00	92.15	184.30
33. Base shoe	71.71 LF	0.00	1.10	78.88
34. (Install) Engineered wood flooring	235.48 SF	0.00	2.65	624.02
35. Vapor barrier - 15# felt	235.48 SF	0.00	0.25	58.87
36. Finish Carpenter - per hour	6.00 HR	0.00	61.75	370.50

Grand Total Areas:

1,753.23 SF Walls	647.98 SF Ceiling	2,401.21 SF Walls and Ceiling
647.98 SF Floor	72.00 SY Flooring	172.21 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	172.21 LF Ceil. Perimeter
647.98 Floor Area	701.89 Total Area	1,753.23 Interior Wall Area
1,669.74 Exterior Wall Area	150.56 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary

Line Item Total				21,075.91
Material Sales Tax	@	6.000% x	2,361.19	141.67
Subtotal				21,217.58
Markup	@	25.0% x	21,217.58	5,304.40
Grand Total				26,521.98

steven mooney

Client: beth walker
Property:

Operator Info:
Operator: MOONEY

Estimator: steven mooney
Business: 4631 kanawha state forest drive
chas, WV 23514

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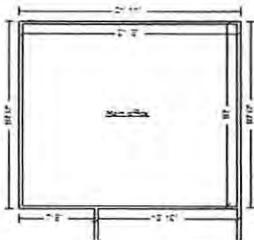
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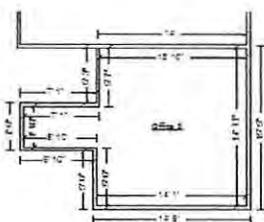
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Grand Total				26,521.98

steven mooney

PROPOSAL AND CONTRACT

DATE 5-29-17

THIS PROPOSED AGREEMENT IS BETWEEN:

M&M BUILDERS INC. AT 4631 KANAWHA STATE FOREST DRIVE
CHARLESTON, WV. 25314 PHONE 3043955899 3043955898

CONTRACTOR LICENSE NUMBER WV040105

AND

OWNERS NAME Kimberly Ellis

OWNERS ADDRESS 1900 Kanawha Blvd East Room E100
Charleston WV 25305

OWNERS TELEPHONE 304-553-1207

We hereby propose to furnish all materials and equipment, and perform all labor necessary to complete following work.

M&M Builders will perform
work to remodel office as
per estimate provided.
work will begin June 19 completed
By August 27.

ALL MATERIAL IS GUARANTEED AS SPECIFIED. AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWINGS AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMANLIKE MANNER FOR

THE SUM OF: 26521.98 DOLLARS, WITH PAYMENTS TO BE MADE AS

FOLLOWS: 16,000 down payment 8000 when

Floor & wall scotling are installed remainder
upon completion

RESPECTFULLY SUBMITTED BY M&M BUILEDRS.

4631 KANAWHA STATE FOREST DRIVE

CHARLESTON WV 25314

PHONE 3043955899

304395589

WV CONTRACTORS LICENSE NUMBER WV040105

NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN _____ DAYS. IF ACCEPTED WORK WILL BEGIN (APPROXIMATELY) ON _____

You are hereby authorized to furnish all materials, equipment and labor required to complete the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof. Any change involving extra cost of labor or materials will be executed only after acceptance of a written change order.

SIGNATURE: _____ DATE _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: WV Supreme Court of Appeals
1900 Kanawha Blvd East.
Building One, Room E-100

PROJECT: Renovation to the
Administrative Office of
Justice Elizabeth D. Walker

APPLICATION NO: 2

Distribution to:

<input type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR: Oval Construction Mgmt
PO Box 401
Charleston, WV 25322

VIA ARCHITECT:

9/19/17

PROJECT NOS:

CONTRACT FOR: General Construction

CONTRACT DATE: 6/19/17

CONTRACTOR'S APPLICATION FOR PAYMENT

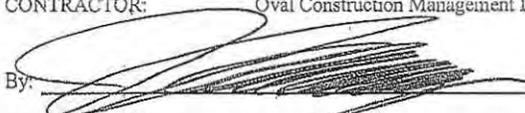
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	44,200
2. Net change by Change Orders	\$	17,975
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	62,175
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	62,175
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	\$	0
b. 0 (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	62,175
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	41,990
8. CURRENT PAYMENT DUE	\$	20,185
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$17,975.00	
TOTALS	\$17,975	\$0
NET CHANGES by Change Order	\$17,975	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Oval Construction Management LLC

By:  Date: 11/6/17
State of: WV County of: Kanawha
Subscribed and sworn to before me this 6 day of November 2017
Notary Public: Denise R. Cunningham
My Commission expires: 6-21-2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 20,185.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: By: See contract, page #1 Date: 11/6/2017

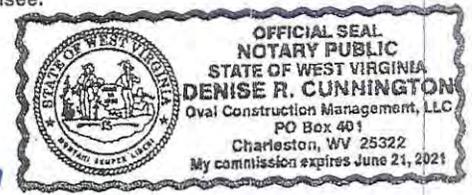
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Walker 401

DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA® · © 1992
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Kimberly M. Ellis 11/6/2017
Gay L. Duke 11/7/2017



CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 9/19/2017

PERIOD TO: 9/19/2017

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Conditions	11,251	11,251	0		11,251	100.00%		
2	Select Building Demolition Lab	3,240	3,240	0		3,240	100.00%		
3	Wood Blocking	250	250	0		250	100.00%		
4	Wood Wainscot Allowance	3,200	3,200	0		3,200	100.00%		
5	Build Closet	600	600	0		600	100.00%		
6	Baseboard	942	942	0		942	100.00%		
7	Install Cabinetry Main Office	800	800	0		800	100.00%		
8	Joint Sealant Labor	200	200	0		200	100.00%		
9	Wood Doors Labor	200	200	0		200	100.00%		
10	Vitrolite panels Labor	350	350	0		350	100.00%		
11	Ceramic Tile Labor	757	757	0		757	100.00%		
12	Wood Flooring Install	1,760	1,760	0		1,760	100.00%		
13	Flooring Trim around doors	280	280	0		280	100.00%		
14	Painting Subcontract	9,920	9,920	0		9,920	100.00%		
15	Plumbing	1,650	1,650	0		1,650	100.00%		
16	Electrical	8,800	8,800	0		8,800	100.00%		
17	Change Order #1	17,975		17,975		17,975	100.00%		
GRAND TOTALS		62,175	44,200	17,975	0	62,175	100.00%	0	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

TO OWNER: WV Supreme Court of Appeals
1900 Kanawha Blvd East.
Building One, Room E-100

PROJECT: Renovation to the
Administrative Office of
Justice Elizabeth D. Walker

APPLICATION NO: 2

Distribution to:

OWNER
 ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
Oval Construction Mgmt
PO Box 401
Charleston, WV 25322

VIA ARCHITECT: 9/19/17

PROJECT NOS:

CONTRACT FOR: General Construction

CONTRACT DATE: 6/19/17

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CONTRACTOR: Oval Construction Management LLC

By: [Signature] Date: 9/19/17
State of: WV County of: Kanawha
Subscribed and sworn to before me this 19th day of September, 2017
Notary Public: Denise R. Cunningham
My Commission expires: 06-21-21

ARCHITECT'S CERTIFICATE FOR PAYMENT

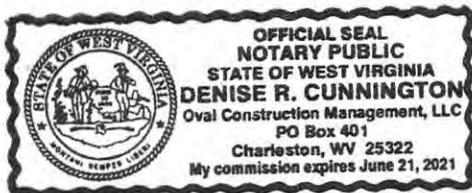
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 17,975.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: See contract, page 1 Date: 10/04/2017

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Gay L. Lohm 10/6/17
Kimberly M. Ellis 10/04/2017

WV 403

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 2

Contractor's signed certification is attached.

APPLICATION DATE: 9/19/2017

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 9/19/2017

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Conditions	11,251	11,251	0		11,251	100.00%		
2	Select Building Demolition Lab	3,240	3,240	0		3,240	100.00%		
3	Wood Blocking	250	250	0		250	100.00%		
4	Wood Wainscot Allowance	3,200	3,200	0		3,200	100.00%		
5	Build Closet	600	600	0		600	100.00%		
6	Baseboard	942	942	0		942	100.00%		
7	Install Cabinetry Main Office	800	800	0		800	100.00%		
8	Joint Sealant Labor	200	200	0		200	100.00%		
9	Wood Doors Labor	200	200	0		200	100.00%		
10	Vitrolite panels Labor	350	350	0		350	100.00%		
11	Ceramic Tile Labor	757	757	0		757	100.00%		
12	Wood Flooring Install	1,760	1,760	0		1,760	100.00%		
13	Flooring Trim around doors	280	280	0		280	100.00%		
14	Painting Subcontract	9,920	9,920	0		9,920	100.00%		
15	Plumbing	1,650	1,650	0		1,650	100.00%		
16	Electrical	8,800	8,800	0		8,800	100.00%		
17	Change Order #1	17,975		17,975		17,975	100.00%		
GRAND TOTALS		62,175	44,200	17,975	0	62,175	100.00%	0	

Walker 404

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Document Comments

GAX - 2400- 1800046982

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Version	Date/Time	User	Phase	Subject
1	11/1/2017 9:01:42 AM	hughesda2	Pending	R
1	10/30/2017 3:26:51 PM	hughesda2	Pending	R

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Document Code : GAX

Document Dept. Code : 2400

Document ID : 1800046982

Version : 1

User : hughesda2

Phase : Pending

***Subject :** R

***Comment :** Line 5 on the second invoice doesn't show the \$2,210 retainage which is on the first invoice. Vender needs to update



CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 9/19/2017

PERIOD TO: 9/19/2017

ARCHITECT'S PROJECT NO:

Walker 406

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	General Conditions	11,251	11,251	0		11,251	100.00%		
2	Select Building Demolition Lab	3,240	3,240	0		3,240	100.00%		
3	Wood Blocking	250	250	0		250	100.00%		
4	Wood Wainscot Allowance	3,200	3,200	0		3,200	100.00%		
5	Build Closet	600	600	0		600	100.00%		
6	Baseboard	942	942	0		942	100.00%		
7	Install Cabinetry Main Office	800	800	0		800	100.00%		
8	Joint Sealant Labor	200	200	0		200	100.00%		
9	Wood Doors Labor	200	200	0		200	100.00%		
10	Vitrolite panels Labor	350	350	0		350	100.00%		
11	Ceramic Tile Labor	757	757	0		757	100.00%		
12	Wood Flooring Install	1,760	1,760	0		1,760	100.00%		
13	Flooring Trim around doors	280	280	0		280	100.00%		
14	Painting Subcontract	9,920	9,920	0		9,920	100.00%		
15	Plumbing	1,650	1,650	0		1,650	100.00%		
16	Electrical	8,800	8,800	0		8,800	100.00%		
17	Change Order #1	17,975		17,975		17,975	100.00%		
GRAND TOTALS		62,175	44,200	17,975	0	62,175	100.00%	0	

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AIA[®] Document A105[™] – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the 19th day of June in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

West Virginia Supreme Court of Appeals
1900 Kanawha Blvd East
Building One, Room E-100
Charleston, WV 25305

and the Contractor:
(Name, legal status, address and other information)

Oval Construction Management LLC
PO Box 401
Charleston, WV 25322

for the following Project:
(Name, location and detailed description)

Renovation to the Administrative Office of Justice Elizabeth D. Walker
WV Capitol Complex Building One, Rooms E-302 and ~~301A~~
Charleston WV 25305

E-300 IRC

The project consists of historic renovation to the existing office. A detailed description is included and shown in the Attached Exhibit A.

The Architect:
(Name, legal status, address and other information)

There is no Architect of Record for this Project. The Owner will perform all duties of the Architect. Any disputes arising from this Contract will be jointly negotiated and decided by the Owner and Contractor in place of the Architect.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:

Number	Title	Date
Not Applicable		

Specifications:

Section	Title	Pages
Not Applicable		

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
Not Applicable		

- .4 written orders for changes in the Work issued after execution of this Agreement; and

Init.

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(2054516596)
Walker 408

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than August 20th, 2017 () calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.

(Insert the date of commencement, if it differs from the date of this Agreement.)

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Forty-Four Thousand Two Hundred Dollars (\$ 44,200)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
See the Attached Exhibit A Schedule of Values	

§ 3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Demolition Labor	1. Man Hour - Beyond 72 Man Hours	1. \$56
2. Builders Risk Insurance Policy	2. One time charge - No cost for Builders risk is included in Oval's quote presently	2. \$750
3. Labor to move or relocate the Owner's existing Furniture, Fixtures and Equipment. (FF&E)	3. Man Hour - - No cost for moving FF&E is included in Oval's quote presently	3. \$56
4.		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
1. Select Building Demolition Labor	\$3240
2. Wood Blocking Behind Walls as required	\$250
3. Wood Wainscot Material	\$1600
4. Wood Wainscot Installation Labor	\$1600
5. Build Closet Labor (Material by Owner)	\$600
6. New Baseboard (If required)	\$942

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Walker 409

7. Labor for Cabinetry and Countertops (Material by Owner)	\$800
8. Wood Door Installation (Material by Owner)	\$200
9. Labor or Subcontract Charges to Install or modify existing vitrolite panels (Material by Owner)	\$350
10. Labor to Install new Ceramic Tile in bathroom (All Material by Owner)	\$756
11. Labor to Install New Wood Floor (All Material by Owner)	\$1600
12. Labor and Material for shoe molding around existing door frames and new flooring intersection if necessary	\$280
13. Painting Subcontract as described on the attached Estimate by Prism Painting dated 6/7/2017.	\$9420
14. Plumbing Subcontract - remove and replace existing toilet. Remove existing sink faucet and replace new sink faucet and waste trap. (Sink and faucet by Owner)	\$1650
15. Electrical Subcontract as described in the attached South Charleston Electric Proposal dated 6/7/17	\$8800

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Not applicable

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Monthly

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

%

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:
(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
See Attached Exhibit B	

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 The Contractor shall provide a certificate of insurance showing its coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

ARTICLE 7 OWNER

§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

§ 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

ARTICLE 8 CONTRACTOR

§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

§ 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

§ 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

§ 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

§ 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

§ 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work,

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since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the

init.

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Walker 414

Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

§ 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

§ 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and

equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

§ 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

Init.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

17.1 Contractor acknowledges that Owner is a branch of the government of the State of West Virginia and is therefore immune from suit under Section 35, Article VI of the Constitution of West Virginia. Contractor therefore agrees and acknowledges that the sole forum for any claim or lawsuit Contractor may have arising from this Agreement is the Court of Claims of the State of West Virginia

17.2 Contractor represents and warrants as follows:

17.2.1 Contractor has full power and authority to enter into this Agreement.

17.2.2 Contractor is in good standing in the jurisdictions in which it conducts business.

17.2.3 Contractor accepts responsibility to comply with all laws and regulations, including acquisition of any permits and licenses required by or incidental to completion of its work/provision of Services pursuant to this Agreement.

17.2.4 Contractor agrees not to solicit for hire the services of any Court employee it comes in contact while performing the work/Service set for in this Agreement.

17.2.5 Contractor shall not violate the terms of any agreement with any third party in performing the work/providing the Services pursuant to this Agreement.

17.2.6 Contractor agrees and affirms that in completing the work/providing the Service for this Agreement, it will use only work product that is the original work of Contractor, or that it is permitted or licensed to use, and that it will not infringe upon, violate, or misappropriate any intellectual property, patent, copyright, trade secret, trademark, contract, or any other privacy right or proprietary right of any third party, and that Contractor shall indemnify, defend, and hold the Court, its successors and assigns, harmless from any and all claims, loss, damages, costs and expenses, including reasonable attorney fees, resulting from any alleged breach of this provision.

17.2.7 Contractor agrees to bring promptly to the attention of the Court any situation that may pose a potential conflict of interest.

17.3 See the attached Oval Construction quote dated 6/12/17 which forms the basis of this contract.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

OWNER (Signature)

Gary L. Johnson
Administrative Director
Supreme Court of Appeals of West Virginia

(Printed name, title and address)

GARY L. JOHNSON
Administrative Director

CONTRACTOR (Signature)

James Carney Jr. Managing Member
PO Box 401
Charleston, WV 25322

(Printed name, title and address)

LICENSE NO.: WV037157
JURISDICTION: West Virginia

EXHIBIT "B"

INSURANCE REQUIREMENTS

Exhibit A

Attachment to AIA A105 Standard Form of Agreement Between Contractor and Subcontractor

Project:

Renovation to the Administrative Office of Justice Elizabeth D. Walker

Location:

WV Capitol Complex Building One, Rooms E-302 and 301
Charleston WV 25305

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory – State of WV
Contractor's Public Liability Insurance General Aggregate	\$2,000,000
Liability Insurance – Products Complete Operations Aggregate	\$1,000,000
Liability Insurance – Personal & Advertising Injury Limit	\$1,000,000
Liability Insurance – Each Occurrence	\$1,000,000
Automobile Liability – Insurance Limits Per accident; provide "Any Auto" Coverage	\$1,000,000
Excess Liability Insurance Limits Required: Combined Single Limit Occurrence: Aggregate	\$2,000,000

Oval Construction Management LLC agrees to add the Owner as an additional insured for General Liability, Auto Liability and Excess Liability on a Primary and Non Contributory Basis on their Insurance Policy.

Builder's Risk: At the present time, Builders Risk will be carried by the Owner unless other arrangements are made.

Prizm Painting LLC

20 Edgewood Dr
Hurricane, WV 25526
WV 038686

Estimate

Date
6/7/2017

Name / Address
Walker Supreme Court

Terms	Project

Item	Description	Qty	Total
Commercial Labor	Plaster Patching	30	2,540.00
Commercial Labor	20x20 Room 1 Walls	920	1,840.00
Commercial Labor	20x20 Room 2 Walls	920	1,840.00
Commercial Labor	20x20 Room Ceiling 1	400	860.00
Commercial Labor	20x20 Room Ceiling 2	400	860.00
Commercial Labor	Wallpaper Removal & Skim	120	360.00
Commercial Labor	Wainscoting Painting	320	1,120.00
	Subtotal From Above		9,420.00

	Total	\$9,420.00
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Phone #	Fax #	E-mail	Web Site
304-549-8750	304-760-0181	lmcgrew@prizmpaintingllc.com	prizmpaintingllc.com

South Charleston Electric Co.



June 7, 2017

**Oval Construction
James Carney**

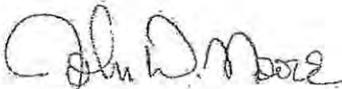
Re: Justice Walkers Office Renovation

Electrical Scope:

- Install all new fixtures furnished by owner to include:
 - Removal and replacement of 2 chandeliers and 1 bathroom fixture in the justice's office.
 - Cut in and install 7 new can fixtures and 1 switch for the cans.
 - Cut in and install 5 new can fixtures and replace 1 existing can fixture in the justice's admin. office.
 - Cut in and install 1 new switch for the can fixtures.

- Replace switches, receptacles and covers in both offices and bathroom.
- Relocate 5 outlets as directed by the owner.
- Any cutting, chasing of walls, patching and painting for the wiring of switches and outlets by others.

\$8,800.00


John Moore
President

OVAL CONSTRUCTION MANAGEMENT												
Charleston, WV												
347-8820												
Job Name: Supreme Court - Justice Walker's Office Renovation												
Location: Charleston WV												
Date: 6/12/17												
ITEM NO.	CSI FORMAT SUMMARY			oval labor	mat'l & rnt'l eqp.	subs	total \$SS					
01	General Conditions			760	1,575	0	2,335					
02	Excavation & Sitework			3,240	0	0	3,240					
03	Concrete			0	0	0	0					
04	Masonry			0	0	0	0					
05	Metals			0	0	0	0					
06	Wood & Plastics			3,828	2,064	0	5,892					
07	Moisture & Thermal Protection			180	180	0	360					
08	Doors & Windows			200	0	0	200					
09	Finishes			2,906	80	9,920	12,906					
10	Specialties			0	0	0	0					
11	Equipment			0	0	0	0					
12	Furnishings			0	0	0	0					
13	Special Construction			0	0	0	0					
14	Elevators			0	0	0	0					
15	Mechanical			0	0	1,650	1,650					
16	Electrical			0	0	8,800	8,800					
	Subtotal			11,114	3,899	20,370	35,383					
90060	Direct Labor Burden		28.0%				3,112					
90010	Small Tools		1.5%				167					
90515	Material Sales Tax		7.0%				273					
90030	Builder's Risk Insurance		none				0					
90015	Contractors Liability Insurance		form				844					
90500	Building Permit		none				0					
90100	Performance & Payment Bond		none				0					
90510	City B&O Tax		2.00%				884					
90600	Architectural/Engineer Fees		none				0					
90650	Consultant Expense		none				0					
90005	Union fringe benefits		none				0					
90800	Oval Construction's Fee		8.00%				3,536					
90700	Contingency		0.00%				0					
90035	Owner's Allowance		none				0					
	TOTAL >>>>						44,199					
							FINAL BUDGET 44,200					
QUALIFICATIONS:												
01	GENERAL CONDITIONS			units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total \$SS
01041	Supervision			working	0	2000.00	0.00	0.00	0	0	0	0
01300	Blueprints			none	0	0.00	0.00	0.00	0	0	0	0
01390	Miscellaneous & Expendables			allow	1	0.00	75.00	0.00	0	75	0	75
01400	Field Eng & Layout			none	0	0.00	0.00	0.00	0	0	0	0
01405	Soils Testing			none	0	0.00	0.00	0.00	0	0	0	0
01410	Concrete Testing			none	0	0.00	0.00	0.00	0	0	0	0
01415	Asbestos Testing			none	0	0.00	0.00	0.00	0	0	0	0
01420	Lead Paint Testing			none	0	0.00	0.00	0.00	0	0	0	0
01425	Mold Testing			none	0	0.00	0.00	0.00	0	0	0	0
01500	Mobilization			allow	1	200.00	200.00	0.00	200	200	0	400
01510	Temp Water Bill			none	0	0.00	0.00	0.00	0	0	0	0
01511	Temp Gas Well			none	0	0.00	0.00	0.00	0	0	0	0
01512	Temp Electric Bill			none	0	0.00	0.00	0.00	0	0	0	0
01513	Cell Phones & Pagers			mo	1	0.00	100.00	0.00	0	100	0	100
01517	Drinking Water			none	0	0.00	0.00	0.00	0	0	0	0
01520	Temporary Toilets			none	0	0.00	0.00	0.00	0	0	0	0
01522	Temporary Fencing			none	0	0.00	0.00	0.00	0	0	0	0
01525	Barricades			none	0	0.00	0.00	0.00	0	0	0	0
01560	Dust Partitions			none	0	0.00	0.00	0.00	0	0	0	0
01570	Dumpsters			pulls	2	0.00	600.00	0.00	0	1,200	0	1,200
01575	Project Sign			none	0	0.00	0.00	0.00	0	0	0	0
01576	Project Sign Material			none	0	0.00	0.00	0.00	0	0	0	0
01580	Job Trailers			none	0	0.00	0.00	0.00	0	0	0	0
01590	General Labor			mh	8	45.00	0.00	0.00	360	0	0	360
01595	Final Cleanup			sf	800	0.25	0.00	0.00	200	0	0	200
	Subtotal								760	1,575	0	2,335

					labor	mat'l &						
02	EXCAVATION & SITEWORK	units	quantity		unit price	mat'l eqp. unit price	subs unit price	oval labor	mat'l & mat'l eqp.	subs		total \$\$\$
			0		0.00	0.00	0.00	0	0	0		0
02050	Site Demolition	none	0		0.00	0.00	0.00	0	0	0		0
02060	Select Building Demolition Lab	mb	72		45.00	0.00	0.00	3,240	0	0		3,240
02061	Sitework	none	0		0.00	0.00	0.00	0	0	0		0
	Subtotal							3,240	0	0		3,240
03	CONCRETE	units	quantity		unit price	mat'l eqp. unit price	subs unit price	oval labor	mat'l & mat'l eqp.	subs		total \$\$\$
			0		0.00	0.00	0.00	0	0	0		0
03200	Concrete	none	0		0.00	0.00	0.00	0	0	0		0
	Subtotal							0	0	0		0
04	MASONRY	units	quantity		unit price	mat'l eqp. unit price	subs unit price	oval labor	mat'l & mat'l eqp.	subs		total \$\$\$
			0		0.00	0.00	0.00	0	0	0		0
04200	Unit Masonry Subcontractor	none	0		0.00	0.00	0.00	0	0	0		0
04210	Hearth / Mantle	none	0		0.00	0.00	0.00	0	0	0		0
04400	Marble Window Stools	none	0		0.00	0.00	0.00	0	0	0		0
	Subtotal							0	0	0		0
05	METALS	units	quantity		unit price	mat'l eqp. unit price	subs unit price	oval labor	mat'l & mat'l eqp.	subs		total \$\$\$
			0		0.00	0.00	0	0	0	0		0
05100	Steel	none	0		0.00	0.00	0	0	0	0		0
	Totals							0	0	0		0
06	WOOD & PLASTICS	units	quantity		unit price	mat'l eqp. unit price	subs unit price	oval labor	mat'l & mat'l eqp.	subs		total \$\$\$
			1		0.00	100.00	0.00	0	100	0		100
06050	Rough Hardware Material	allow	1		0.00	100.00	0.00	0	100	0		100
06100	Wood Blocking	allow	1		200.00	50.00	0.00	200	50	0		250
06200	Wood Wainscot Allowance	sf	160		10.00	10.00	0.00	1,600	1,600	0		3,200
06201	Build closet	mb	12		50.00	0.00	0.00	600	0	0		600
06202	Baseboard	lf	157		4.00	2.00	0.00	628	314	0		942
06250	Install Cabinetry Main Office	mb	16		50.00	0.00	0.00	800	0	0		800
06251	Cabinetry	by owner	0		0.00	0.00	0.00	0	0	0		0
06252	Admin Office Cabinetry & tops	by owner	0		0.00	0.00	0.00	0	0	0		0
06300	Cabinets & Top Labor	unknown	0		0.00	0.00	0.00	0	0	0		0
	Subtotal							3,828	2,064	0		5,892

07	THERMAL & MOISTURE	units	quantity	labor unit price	mat'l & rat'l eqp. unit price	subs unit price	oval labor	mat'l & rat'l eqp.	subs	total \$\$\$			
							0	0	0	0			
	07152	Vapor Barrier Material	sf	800	0.10	0.10	0.00	80	0	0	160		
	07180	Water Repellants	none	0	0.00	0.00	0.00	0	0	0	0		
	07185	Underslab Insulation	none	0	0.00	0.00	0.00	0	0	0	0		
	07210	Building Insulation	none	0	0.00	0.00	0.00	0	0	0	0		
	07252	Fireproofing	none	0	0.00	0.00	0.00	0	0	0	0		
	07600	Sheet Metal Flashing	none	0	0.00	0.00	0.00	0	0	0	0		
	07900	Joint Sealant Labor	allow	1	100.00	100.00	0.00	100	100	0	200		
								0	0	0	0		
								0	0	0	0		
								0	0	0	0		
		Subtotal						180	180	0	360		
08	DOORS & WINDOWS	units	quantity	labor unit price	mat'l & rat'l eqp. unit price	subs unit price	oval labor	mat'l & rat'l eqp.	subs	total \$\$\$			
							0	0	0	0			
	08100	Hollow Metal Doors & Frame Lab	none	0	0.00	0.00	0.00	0	0	0	0		
	08101	Hollow Metal Doors & Frame Mat	none	0	0.00	0.00	0.00	0	0	0	0		
	08102	Hollow Metal Doors & Frame Sub	none	0	0.00	0.00	0.00	0	0	0	0		
	08200	Wood Doors Labor	allow	1	200.00	0.00	0.00	200	0	0	200		
	08201	Wood Doors Material	none	0	0.00	0.00	0.00	0	0	0	0		
	08300	Access Panel	none	0	0.00	0.00	0.00	0	0	0	0		
	08600	Wood Windows	none	0	0.00	0.00	0.00	0	0	0	0		
	08700	Door Hardware Material	by Owner	0	0.00	0.00	0.00	0	0	0	0		
	08800	Glazing	none	0	0.00	0.00	0.00	0	0	0	0		
								0	0	0	0		
								0	0	0	0		
								0	0	0	0		
								0	0	0	0		
		Subtotal						200	0	0	200		
09	FINISHES	units	quantity	labor unit price	mat'l & rat'l eqp. unit price	subs unit price	oval labor	mat'l & rat'l eqp.	subs	total \$\$\$			
							0	0	0	0			
	09200	Vitrolite panels labor	allow	1	350.00	0.00	0.00	350	0	0	350		
	09200	Vitrolite panels (material)	by owner	0	0.00	0.00	0.00	0	0	0	0		
	09300	Ceramic/Quarry Tile Subcontract	sf	37,818.9	20.00	0.00	0.00	756	0	0	756		
	09500	Ceramic tile materials	by owner	0	0.00	0.00	0.00	0	0	0	0		
	09550	Acoustical Ceilings	none	0	0.00	0.00	0.00	0	0	0	0		
	09665	Resilient Base	none	0	0.00	0.00	0.00	0	0	0	0		
	09680	Carpet	none	0	0.00	0.00	0.00	0	0	0	0		
	09700	Wood Flooring Install	mb	32	50.00	0.00	0.00	1,600	0	0	1,600		
	09701	Flooring trim around doors	lf	20	10.00	4.00	0.00	200	80	0	280		
	09900	Painting Subcontract	bid	1	0.00	0.00	9,920.00	0	0	9,920	9,920	Prism Paint	
	09950	Wallcovering	none	0	0.00	0.00	0.00	0	0	0	0		
								0	0	0	0		
								0	0	0	0		
		Subtotals						2,906	80	9,920	12,906		
10	SPECIALTIES	units	quantity	labor unit price	mat'l & rat'l eqp. unit price	subs unit price	oval labor	mat'l & rat'l eqp.	subs	total \$\$\$			
							0	0	0	0			
	10430	Interior Signage	none	0	0.00	0.00	0.00	0	0	0	0		
	10520	Fire Extinguishers & Cab	none	0	0.00	0.00	0.00	0	0	0	0		
	10700	Toilet Accessory	none	0	0.00	0.00	0.00	0	0	0	0		
	10800	Walk-off Mats	none	0	0.00	0.00	0.00	0	0	0	0		
	10950	Shelving	none	0	0.00	0.00	0.00	0	0	0	0		
								0	0	0	0		
								0	0	0	0		
		Subtotal						0	0	0	0		
11	EQUIPMENT	units	quantity	labor unit price	mat'l & rat'l eqp. unit price	subs unit price	oval labor	mat'l & rat'l eqp.	subs	total \$\$\$			
							0	0	0	0			
	11160	Equipment	none	0	0.00	0.00	0.00	0	0	0	0		
								0	0	0	0		
								0	0	0	0		
								0	0	0	0		
		Subtotal						0	0	0	0		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2017

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 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).

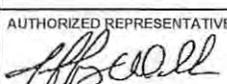
PRODUCER George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311		CONTACT NAME: Jeff O'Dell PHONE (A/C, No, Ext): 304-357-4520 E-MAIL ADDRESS: jeffodell@friedlandercompany.com		FAX (A/C, No): 304-345-8724	
INSURED Oval Construction Management James Carney P.O. Box 401 Charleston WV 25322		INSURER(S) AFFORDING COVERAGE INSURER A : Westfield Insurance Companies INSURER B : BrickStreet Insurance INSURER C : INSURER D : INSURER E : INSURER F :		NAIC # 24112 12372	

COVERAGES CERTIFICATE NUMBER: 1375593727 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.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		TRA1663176	7/1/2016	7/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		TRA1663176	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$none	Y		TRA1663176	7/1/2016	7/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCB1005714	7/1/2016	7/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
WC includes Broad Form Employers Liability, WV 23-4-2
Project: Renovation to the Administrative Office of Justice Elizabeth D. Walker
State of WV is an Additional Insured on a Primary and Non-contributory basis with respect to work performed for them by the Named Insured.

CERTIFICATE HOLDER State of West Virginia Department of Administration 2019 Washington Street East Charleston WV 25305	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 
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Construction
Management LLC

Post Office Box 401 • Charleston, WV 25322 • Phone 304.347.8820 • Cellular 304.549.4051
www.ovalconstruction.com • info@ovalconstruction.com

September 19, 2017

West Virginia Supreme Court of Appeals
Attn: Kimberly Ellis, Director of Administrative Services
Building One, Room E-100
1900 Kanawha Blvd East
Charleston, WV 25305

Kim,

Enclosed for your review and execution are (2) copies of the Final Application for Payment (#2) and 2 copies of Change Order 1.

Please return one fully executed Change Order to Oval Construction. I have enclosed a return envelope for your convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Carney, Jr.", written over a blue horizontal line.

James Carney, Jr
Managing Member
Oval Construction Management, LLC

Enc: (2) Final Application for Payment (#2)
(2) Change Order 1

 **AIA**® Document A105™ – 2007

Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the 19th day of June in the year 2017
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

West Virginia Supreme Court of Appeals
1900 Kanawha Blvd East
Building One, Room E-100
Charleston, WV 25305

and the Contractor:
(Name, legal status, address and other information)

Oval Construction Management LLC
PO Box 401
Charleston, WV 25322

for the following Project:
(Name, location and detailed description)

Renovation to the Administrative Office of Justice Elizabeth D. Walker
WV Capitol Complex Building One, Rooms E-302 and ~~301A~~ **E-300** **JRC**
Charleston WV 25305

The project consists of historic renovation to the existing office. A detailed description is included and shown in the Attached Exhibit A.

The Architect:
(Name, legal status, address and other information)

There is no Architect of Record for this Project. The Owner will perform all duties of the Architect. Any disputes arising from this Contract will be jointly negotiated and decided by the Owner and Contractor in place of the Architect.

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.



AIA®

Document G701™ – 2001

Change Order

PROJECT <i>(Name and address):</i>	CHANGE ORDER NUMBER: 001	OWNER: <input type="checkbox"/>
Justice Walker Office Renovation: WV Supreme Court of Appeals 1900 Kanawha Blvd East Building One, Room E-100 Charleston, WV 25305	DATE: 09/19/2017	ARCHITECT: <input type="checkbox"/>
		CONTRACTOR: <input checked="" type="checkbox"/>
		FIELD: <input type="checkbox"/>
		OTHER: <input type="checkbox"/>
TO CONTRACTOR <i>(Name and address):</i>	ARCHITECT'S PROJECT NUMBER:	
Oval Construction Management, LLC. PO Box 401 Charleston, WV 25322	CONTRACT DATE: 06/19/2017 CONTRACT FOR: Office Renovation	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
See the attached Exhibit A

The original Contract Sum was	\$	44,200.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	44,200.00
The Contract Sum will be increased by this Change Order in the amount of	\$	17,975.00
The new Contract Sum including this Change Order will be	\$	62,175.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

not applicable <i>See contract page 1</i>	Oval Construction Management, LLC.	Supreme Court of Appeals of West Virginia
ARCHITECT <i>(Firm name)</i> 1900 Kanawha Blvd. E., Room E100 Charleston, WV 25305	CONTRACTOR <i>(Firm name)</i> PO Box 401	OWNER <i>(Firm name)</i> 1900 Kanawha Blvd. E, Room E100 Charleston, WV 25305
ADDRESS	ADDRESS	ADDRESS
<i>Kimberly M. Ellis</i>	<i>[Signature]</i>	<i>[Signature]</i>
BY <i>(Signature)</i>	BY <i>(Signature)</i>	BY <i>(Signature)</i>
<i>Kimberly M. Ellis</i>	James R. Carney, Jr.	Gary Johnson
<i>(Typed name)</i>	<i>(Typed name)</i>	<i>(Typed name)</i>
<i>10/04/2017</i>	<i>9/19/17</i>	<i>10/6/17</i>
DATE	DATE	DATE

Exhibit A to Change Order #1 from Pay Application #2

Project : *Renovation to the Administrative Office of Justice Elizabeth D. Walker*

Item #1 - Extra Wainscot

See the attached pricing proposal by Oval Construction Management dated 7/27/2017

Add \$5,201

Item #2 - Pickup/Deliver Flooring

See the attached pricing proposal by Oval Construction Management dated 8/17/2017

Add \$865

Item #3 - Tile Labor Price

See the attached pricing proposal by Oval Construction Management dated 8/17/2017

Add \$1,773

Item #4 - Patch Floor Walker's Bathroom

See the attached pricing proposal by Oval Construction Management dated 8/17/2017

Add \$587

Item #5 - Dust Control in Main Hallway

See the attached pricing proposal by Oval Construction Management dated 8/17/2017

Add \$198

Item #6 - Mount Drawer in Cabinet

See the attached pricing proposal by Oval Construction Management dated 8/17/2017

Add \$632

Item #7 - Radiator Cleaning

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

Add \$612

Item #8 - Install Cabinets, Crown Molding, Shoe Molding

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

Add \$4,181

Item #9 - Repair Justice Ketchum's Floor

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

Add \$525

Item #10 - Install, Modify, and Repair Bathroom Vanity

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

Add \$961

Item #11 - Install and Modify Curtains and Valence

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

Add \$477

Item #12 - Install New Toilet and Shutoff Valves

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

Add \$991

Item #13 - Install Light Fixture and New Circuit

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

Add \$972

Total of Change Order #1

\$17,975

Pricing Proposal Log			
Oval No.	No.	Item	Pending Amount
20.012	1	Extra Wainscot	\$ 5,201.00
20.003	2	Pickup/Deliver Flooring	\$ 865.00
	3	Tile Labor Price	\$ 1,775.00
20.002	4	Floor patch walker's bathroom	\$ 587.00
	5	Dust Control	\$ 198.00
20.005	6	Mount drawer in cabinet	\$ 632.00
20.006	7	Radiator Cleaning	\$ 612.00
20.011, 20.004; 20.008	8	Install Cabinets and Crown & all trim allowances in 1	\$ 4,181.00
20.007	9	Ketchum Floor	\$ 525.00
20.009	10	Vanity	\$ 961.00
20.010	11	Curtains and Valence	\$ 477.00
	12	New Toilet & Shutoff valves	\$ 991.00
	13	Install light and new circuit	\$ 972.00
		Total to date	\$ 17,975.00

Original Contract Amount \$ 44,200.00
 Changes & Pending Changes to \$ 17,975.00
 New Contract Amount \$ 62,175.00

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 7/27/2017

Pricing Proposal # 1

Description of Work: Provide a the specified wood wainscot with modificat

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.	Contractual Wainscot Allowance			\$ (1,600)
3.	Contractual Painting Allowance (See Prism Painting Proposal last line item)			\$ (1,120)
4.	Contractual Closet Allowance			\$ (600)
5.	Prism Painting Additional costs (Wainscot touchup & Crown Molding)			\$ 780
6.	Quality Woods Pricing Proposal Dated 6/28/16			\$ 6,819
7.				
8.				
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26.				
		\$ -	\$ -	\$ 4,279
Total:				\$ 4,279
Labor Burden:	24%			\$ -
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 39
Bond	0%			\$ -
B&O Tax	2%			\$ 104
Tax On Material:	6%			\$ -
Profit & Overhead	15%			\$ 780
Grand Total:				\$ 5,201

James Carney Jr.

From: Luke McGrew [lmcgrew@prizmpaintingllc.com]
Sent: Wednesday, August 23, 2017 7:50 AM
To: 'James Carney Jr.'
Subject: Supreme Court

Original Contract 9420.00

Deduct Wainscotting -1120
Add Wainscotting Caulking & Touchup +186
Add Crown Molding +594

New Contract 9080.00

5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than August 20th, 2017 () calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.

(Insert the date of commencement, if it differs from the date of this Agreement.)

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Forty-Four Thousand Two Hundred Dollars (\$ 44,200)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
See the Attached Exhibit A Schedule of Values	

§ 3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Demolition Labor	1. Man Hour - Beyond 72 Man Hours	1. \$56
2. Builders Risk Insurance Policy	2. One time charge - No cost for Builders risk is included in Oval's quote presently	2. \$750
3. Labor to move or relocate the Owner's existing Furniture, Fixtures and Equipment (FF&E)	3. Man Hour - - No cost for moving FF&E is included in Oval's quote presently	3. \$56
4.		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
1. Select Building Demolition Labor	\$3240
2. Wood Blocking Behind Walls as required	\$250
3. Wood Wainscot Material	\$1600 ← *
4. Wood Wainscot Installation Labor	\$1600
5. Build Closet Labor (Material by Owner)	\$600 ← *
6. New Baseboard (If required)	\$942

7. Labor for Cabinetry and Countertops (Material by Owner)	\$800
8. Wood Door Installation (Material by Owner)	\$200
9. Labor or Subcontract Charges to Install or modify existing vitrolite panels (Material by Owner)	\$350
10. Labor to Install new Ceramic Tile in bathroom (All Material by Owner)	\$756
11. Labor to Install New Wood Floor (All Material by Owner)	\$1600
12. Labor and Material for shoe molding around existing door frames and new flooring intersection if necessary	\$280
13. Painting Subcontract as described on the attached Estimate by Prism Painting dated 6/7/2017.	\$9420 ← ☆
14. Plumbing Subcontract - remove and replace existing toilet. Remove existing sink faucet and replace new sink faucet and waste trap. (Sink and faucet by Owner)	\$1650
15. Electrical Subcontract as described in the attached South Charleston Electric Proposal dated 6/7/17	\$8800

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Not applicable

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Monthly

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

%

Prizm Painting LLC

20 Edgewood Dr
Hurricane, WV 25526
WV 038686

Estimate

Date
6/7/2017

Name / Address
Walker Supreme Court

Terms	Project

Item	Description	Qty	Total
Commercial Labor	Plaster Patching	30	2,540.00
Commercial Labor	20x20 Room 1 Walls	920	1,840.00
Commercial Labor	20x20 Room 2 Walls	920	1,840.00
Commercial Labor	20x20 Room Ceiling 1	400	860.00
Commercial Labor	20x20 Room Ceiling 2	400	860.00
Commercial Labor	Wallpaper Removal & Skim	120	360.00
Commercial Labor	Wainscoting Painting	320	1,120.00
	Subtotal From Above		9,420.00

Total	\$9,420.00
--------------	------------

Phone #	Fax #	E-mail	Web Site
304-549-8750	304-760-0181	imcgrew@prizmpaintingllc.com	prizmpaintingllc.com



QUALITY WOODS INC.

30237

OAK, CHERRY, MAPLE, POPLAR, ASH, OTHER HARDWOODS

ESTIMATE

PO BOX 957 ELEANOR WV 25070 - PH# 1-(304)-586-3879 FAX# 1(304)-586-9754

Customer/Contractor: **OVAL CONSTRUCTION CO (JIM CARNEY)**) Estimate Date: 6/28/2017
 WV Supreme Court Justice Walker's Office Phone #: (304) 347-8820
 Charleston WV Salesman: Bryan Pell

Price is for material only. Prefinish charge is to prime.

ITEM	Quantity	Description	Unit Price	Est Price
		ALL MATERIAL TO BE PAINT GRADE POPLAR AND MAPLE PLYWOOD		
1)	1 lot	CUSTOM WAINSCOTING AS PER DRAWING WITH 1/2 IN. PLYWOOD BACK 37 IN. TALL WITH 3/4" X 3-1/2" POPLAR ATTACHED AS SHOWN PER PATTERN IN DRAWING (RAW)	\$3,463.00	\$3,463.00
2)	1 ea.	PRIME THE ABOVE WAINSCOT	\$1,127.00	\$1,127.00
3)	1 ea.	CUSTOM CLOAK CLOSET 24 1/2 INCHES WIDE 24 INCHES DEEP AND 84 INCHES TALL WITH ONE FLAT PANEL DOOR AND ATTACHED CROWN AT TOP.(RAW)	\$882.00	\$882.00
4)	1 ea.	PRIME THE ABOVE CABINET	\$179.00	\$179.00
5)	1 ea.	TAIL GATE DELIVERY TO EAST LOADING DOCK AT STATE CAPITOL	\$65.00	\$65.00
6)	1 ea.	ADDITIONAL CHARGE TO PAINT WITH SHERWIN WILLIAMS MATCHING PAINT COLOR	\$653.00	\$653.00
7)	1 ea.	ADDITIONAL 1% CHARLESTON WV SALES TAX	\$63.69	\$63.69
		Add for Prefinish		\$0.00
		Sub Total		\$6,432.69
		6% Tax		\$385.96
		TOTAL		\$6,818.65
		DEPOSIT		\$0.00
		AMOUNT DUE		\$6,818.65

Terms: 50% Down with signed order Balance due upon delivery. Estimates are good for 30 days

Accepted By: X

These estimated prices are based upon our receipt of the total job quantities. Addition or deletions may require price changes. We do not guarantee that the material listed in this estimate will be all that is required to complete this project.

Wednesday, June 28, 2017 @ 10:11:29 AM

Page 1 of 1

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 2

Description of Work: Pickup wood flooring; pickup marble floor

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	Pickup Wood Flooring at Smith Floor Covering Distributors			
4.	2 men 4 hours each 2x4x\$45	\$ 360		
5.	Truck and fuel	\$ -	\$ 50	
6.				
7.	Pickup Marble Flooring at Smith Floor Covering Distributors			
8.	Mike Smith 2 man hours @ \$55	\$ 110		
9.	Truck and fuel	\$ -	\$ 40	
10.				
11.				
12.				
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21.				
22.				
23.				
24.				
25.				
26.				
		\$ 470	\$ 90	\$ -
Total:				\$ 560
Labor Burden:	28%			\$ 132
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 21
Bond:	0%			\$ -
B&O Tax:	2%			\$ 17
Tax On Material:	6%			\$ 5
Profit & Overhead:	15%			\$ 130
Grand Total:				\$ 865

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation
Date: 8/17/2017
Pricing Proposal # 3
Description of Work: Tile Floor & Walls in Bathroom

	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	Labor to install ceramic tile in bathroom (contractual allowance)	\$ (756)		
4.				
5.	Contract to install tile in bathroom (Cornerstone Interiors)	\$ -		\$ 1,750
6.				
7.	Cost to remove and reinstall the tile between vitrolite panels see price attached			\$ 701
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
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21.				
22.				
23.				
24.				
25.				
26.				
		\$ (756)	\$ -	\$ 2,451
	Total:			\$ 1,695
	Labor Burden: 28%			\$ (212)
	Liability Insurance 0%	0.9 % on Subcontractors plus 4.5% on labor		\$ (12)
	Bond 0%			\$ -
	B&O Tax 2%			\$ 35
	Tax On Material: 6%			\$ -
	Profit & Overhead 15%			\$ 266
	Grand Total:			\$ 1,773

By Comerston Interiors, Inc. PO Box 412 Eleanor Wv

Job name: Supreme Court

Description of Work: Re-work the tile between Vitrolite as requested by the Owner

Description of work performed		Oval Labor	Material	Subcontractor
1.				
2.	Carpenter 8 hours @ \$52.50	\$ 420		
3.				
4.				
5.		\$ -		
6.				
7.				
8.				
9.		\$ -		
10.				
11.				
12.				
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14.				
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22.				
23.				
24.				
25.				
26.				
		\$ 420	\$ -	\$ -

Total:				\$ 420
Labor Burden:	34%			\$ 143
Liability Insurance	0%			\$ 19
B&O Tax	2%			\$ 14
Profit & Overhead	15%			\$ 105
Total:				\$ 701

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 4

Description of Work: Patch Floor in Main Office and in the bathroom

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	Floor Patch Material 2 bags at \$40/bag		\$ 80	
4.	Justice Walker's office labor			
5.	1 Carpenter & 1 Laborer @ \$52 & \$45 2 hours each	\$ 194		
6.				
7.	Floor Patch in Bathroom			
8.	Mike Smith 2 man hours @ \$55	\$ 110		
9.		\$ -	\$ -	
10.				
11.				
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19.				
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21.				
22.				
23.				
24.				
25.				
26.				
		\$ 304	\$ 80	\$ -
Total:				\$ 384
Labor Burden:	28%			\$ 85
Liability Insurance:	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 14
Bond:	0%			\$ -
B&O Tax:	2%			\$ 12
Tax On Material:	6%			\$ 5
Profit & Overhead:	15%			\$ 88
Grand Total:				\$ 587

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation
Date: 8/17/2017

Pricing Proposal # 5

Description of Work: Dust Control in the Main Hallway of the Supreme Court Justices wing of the Capitol

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	Air Filters for Air Returns		\$ 22	
4.				
5.	2 man hours	\$ 105		
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
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19.				
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21.				
22.				
23.				
24.				
25.				
26.				
		\$ 105	\$ 22	\$ -
Total:				\$ 127
Labor Burden: 28%				\$ 29
Liability Insurance 0% 0.9 % on Subcontractors plus 4.5% on labor				\$ 5
Bond 0%				\$ -
B&O Tax 2%				\$ 4
Tax On Material: 5%				\$ 1
Profit & Overhead 15%				\$ 30
Grand Total:				\$ 198

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 6

Description of Work: Mount Drawer in Admin Office under counter

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	1 Carpenter & 1 Laborer @ \$52 & \$45 4 hours each	\$ 388		
4.				
5.	Miscellaneous fasteners		\$ 10	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
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21.				
22.				
23.				
24.				
25.				
26.				
		\$ 388	\$ 10	\$ -
Total:				\$ 398
Labor Burden:	28%			\$ 109
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 17
Bond	0%			\$ -
B&O Tax	2%			\$ 13
Tax On Material:	6%			\$ 1
Profit & Overhead	15%			\$ 95
Grand Total:				\$ 632

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 7

Description of Work: Wire brush clean the radiators

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	Prism Painting quoted price \$500 each			
4.	Oval Quoted price \$250 each x 3 radiators	\$ 600	\$ -	
5.	Miscellaneous fasteners		\$ -	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
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24.				
25.				
26.				
		\$ 600	\$ -	\$ -
Total:				\$ 600
Labor Burden:	0%			\$ -
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ -
Bond	0%			\$ -
B&O Tax	2%			\$ 12
Tax On Material:	6%			\$ -
Profit & Overhead	15%			\$ -
Grand Total:				\$ 612

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 8

Description of Work: Install Cabinets, crown molding, shoe molding.

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	Contract Allowances	\$ -		
4.	New Baseboard		\$ (600)	
5.	Labor for Cabinetry	\$ (800)		
6.	Wood Door Installation	\$ (200)		
7.				
8.	Quality Woods Invoice 1115348	\$ -	\$ 67	
9.	Quality Woods Invoice 30299	\$ -	\$ 333	
10.	Quality Woods Invoice 1130402		\$ 71	
11.	Lowes - Crown Molding		\$ 46	
12.				
13.	Labor for Crown in toilet and shoe molding in admin office			
14.	1 Carpenter & @ \$52 & 3 hours	\$ 156		
15.	1 Laborer @ \$45 for 3 hours	\$ 135		
16.				
17.	Labor for Cabinet Installation and Cabinet Crown molding			
18.	1 Carpenter & @ \$52 - 14 hours	\$ 728		
19.	1 Laborer @ \$45 for 14 hours	\$ 630		
20.				
21.	Shoe molding and chair rail at counter & all other shoe molding			
22.	1 Carpenter & @ \$52 - 21 hours	\$ 1,092		
23.	1 Laborer @ \$45 for 21 hours	\$ 945		
24.				
25.				
26.				
		\$ 2,686	\$ (83)	\$ -
Total:				\$ 2,603
Labor Burden:	28%			\$ 752
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 121
Bond	0%			\$ -
B&O Tax	2%			\$ 84
Tax On Material:	6%			\$ (5)
Profit & Overhead	15%			\$ 627
Grand Total:				\$ 4,181



*** INVOICE ***

1130402

REMIT TO: QUALITY WOODS INC P.O. BOX 4651 CHARLESTON, WV 25364

BLD TO:

OVAL CONSTRUCTION CO
WV Supreme Court Justice Walker's
Charleston WV
(304) 347-8820

1-(304) 925-9546
1-(800) 439-4094

1-(304) 586-3821
1-(800) 924-6512

Date: 8/10/2017

P.O. #:

Salesman: Bryan Pell

Step Qty	B/O	Description	Unit Price	Ext Price
34	1/f	COLONIAL RIFT AND QUARTER WHITE OAK SHOE 1/2" X 3/4" PREFINISH	\$1.95	\$66.30

Add for Prefinish \$0.00
 Sub Total \$66.30
 7% Tax \$4.64
 TOTAL \$70.94
 Deposit \$0.00
 Amt Due \$70.94

15 AUG 2017

Please note any damages or missing items on this invoice upon receipt of this order. See the back of this invoice for important information.

Thursday, August 10, 2017 @ 8:15:39 AM

(30402)

Page 1 of 1

OFFICE COPY

RECEIVED BY

[Signature]

DATE

OFFICE COPY

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 9

Description of Work: Repair Justice Ketchum's Floor

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	1 Carpenter & @ \$52 & 3 hours	\$ 156		
4.	Mike Smith @ \$55 & 3 hours	\$ 165		
5.	Miscellaneous supplies		\$ 10	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
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21.				
22.				
23.				
24.				
25.				
26.				
		\$ 321	\$ 10	\$ -
Total:				\$ 331
Labor Burden:	28%			\$ 90
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 14
Bond	0%			\$ =
B&O Tax	2%			\$ 11
Tax On Material:	6%			\$ 1
Profit & Overhead	15%			\$ 79
Grand Total:				\$ 525

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 10

Description of Work: Install, modify and repair the bathroom vanity

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	1 Carpenter @ \$52 & 6 hours	\$ 312		
4.	1 Laborer @ \$45 for 6 hours	\$ 270		
5.	Miscellaneous supplies		\$ 25	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
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19.				
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21.				
22.				
23.				
24.				
25.				
26.				
		\$ 582	\$ 25	\$ -
Total:				\$ 607
Labor Burden:	28%			\$ 163
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 26
Bond	0%			\$ -
B&O Tax	2%			\$ 19
Tax On Material:	6%			\$ 2
Profit & Overhead	15%			\$ 144
Grand Total:				\$ 961

D F

DARIN FISHER DESIGNER KITCHENS, LLC
 1404 KANAWHA BLVD. E
 CHARLESTON, WV 25301
 Phone: 304-720-3451
 Fax : 304-720-3453

Statement

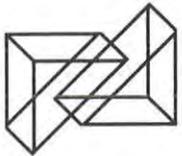
Date
9/26/2017

To:
Holley Price Interiors Beth Walker Project

Amount Due	Amount Enc.
\$4,078.34	

Date	Transaction	Amount	Balance
05/01/2017	Balance forward		0.00
05/18/2017	INV #1071. Due 05/18/2017. --- Dynasty, 1 @ \$7,382.00 = 7,382.00 --- --- *Please remit a 50% deposit of \$3,691.00* --- Thank you --- Tax: WV Sales Charleston Municipal @ 7.0% = 0.00	7,382.00	7,382.00
06/27/2017	PMT #1002855644.	-3,691.00	3,691.00
08/24/2017	INV #1115. Due 08/24/2017. --- Corian, 1 @ \$305.00 = 305.00 --- --- Hardware, 6 @ \$9.50 = 57.00 --- Tax: WV Sales Charleston Municipal @ 7.0% = 25.34	387.34	4,078.34
<p>I CERTIFY THAT THE ABOVE MERCHANDISE WAS RECEIVED IN GOOD CONDITION AND CONFORMED TO SPECIFICATIONS.</p> <p>DATE: <u>10/12/2017</u> SIGNED: <u>[Signature]</u></p> <p>FILE COPY</p> <p>Thank You!</p>			

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	387.34	0.00	3,691.00	\$4,078.34



**CAPITOL
BUSINESS
INTERIORS**

CAPITOL BUSINESS INTERIORS
711 Indiana Avenue
Charleston, WV 25302-5300

Phone (304) 343-7551
Fax (304) 346-3350

I N V O I C E	
DATE:	10/02/17
TERMS:	NET 15 DAYS
INVOICE #	76074

SHIP TO: WV SUPREME COURT OF APPEALS E100 BLDG 1 CAPITOL COMPLEX CHARLESTON, WV 25305	BILL TO: WV SUPREME COURT OF APPEALS E100 BLDG 1 CAPITOL COMPLEX CHARLESTON, WV 25305
PROPOSAL # 97487 PROJECT # 41-4 SALESPERSON: PAM BLANKENSHIP	
CLIENT: 250 CLIENT PO # SIGNED QUOTE	

#	QTY	PRODUCT #	DESCRIPTION	UNIT	EXTENDED
1	1.00	S-SIGN	1-Sided Sign; 2" tall x 10" wide Thin Profile Sign with Slimline Endcaps in 101 Satin Natural STEEL BLUE (763) LIGHT GREY (710) A (TAPE) CENTER Tag(s): SEE DRAWING FOR TEXT	36.00	36.00
2	1.00		FREIGHT	10.67	10.67

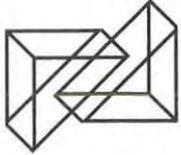
I CERTIFY THAT THE ABOVE MERCHANDISE
WAS RECEIVED IN GOOD CONDITION AND
CONFORMED TO SPECIFICATIONS.
DATE _____
SIGNED _____

RECEIVED
WV SUPREME COURT

OCT 5 2017

ADMINISTRATIVE
OFFICE

IMPORTANT: Terms and conditions on the reverse side constitute a part of this document.



**CAPITOL
BUSINESS
INTERIORS**

CAPITOL BUSINESS INTERIORS
711 Indiana Avenue
Charleston, WV 25302-5300

Phone (304) 343-7551
Fax (304) 346-3350

I N V O I C E	
DATE:	10/02/17
TERMS:	NET 15 DAYS
INVOICE #	76074

SHIP TO: WV SUPREME COURT OF APPEALS E100 BLDG 1 CAPITOL COMPLEX CHARLESTON, WV 25305	BILL TO: WV SUPREME COURT OF APPEALS E100 BLDG 1 CAPITOL COMPLEX CHARLESTON, WV 25305
PROPOSAL # 97487 PROJECT # 41-4 SALESPERSON: PAM BLANKENSHIP	
CLIENT: 250 CLIENT PO # SIGNED QUOTE	

#	QTY	PRODUCT #	DESCRIPTION	UNIT	EXTENDED
---	-----	-----------	-------------	------	----------

SUBTOTAL.....	46.67
FINAL TOTAL..	46.67
PAY THIS AMOUNT.....	46.67

**CHANGE OF REMITTANCE ADDRESS:
SEND PAYMENTS TO:**

**CAPITOL BUSINESS INTERIORS
PO BOX 2973
HUNTINGTON, WV 25720**

IMPORTANT: Terms and conditions on the reverse side constitute a part of this document.

DRAFT AIA® Document G701™ - 2001

Change Order

PROJECT (Name and address):

Justice Walker Office Renovation:
WV Supreme Court of Appeals
1900 Kanawha Blvd East
Building One, Room E-100
Charleston, WV 25305

CHANGE ORDER NUMBER: 001

DATE:

OWNER:

ARCHITECT:

CONTRACTOR:

FIELD:

OTHER:

TO CONTRACTOR (Name and address):

Oval Construction Management,
LLC.
PO Box 401
Charleston, WV 25322

ARCHITECT'S PROJECT NUMBER:

CONTRACT DATE: 06/19/2017

CONTRACT FOR: \$44,200

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

See the attached Exhibit A

The original Contract Sum was

The net change by previously authorized Change Orders

The Contract Sum prior to this Change Order was

The Contract Sum will be increased by this Change Order in the amount of

The new Contract Sum including this Change Order will be

The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Oval Construction Management, LLC.

Gary L. Johnson
Administrative Director
Supreme Court of Appeals of West
Virginia

ARCHITECT (Firm name)

1900 Kanawha Blvd. East
Room E100, Chas., WV
25305

BY (Signature)

Kimberly M. Ellis

09/25/2017

DATE

CONTRACTOR (Firm name)

PO Box 401
ADDRESS

BY (Signature)

James R. Carney, Jr.

DATE

OWNER (Firm name)

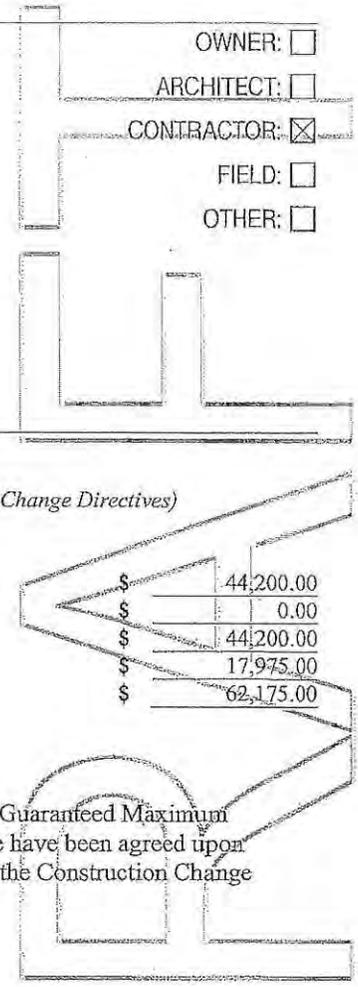
Room E100
1900 Kanawha Blvd. E, Chas., WV 25305

BY (Signature)

Gary L. Johnson

9/25/17

DATE



\$	44,200.00
\$	0.00
\$	44,200.00
\$	17,975.00
\$	62,175.00

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User Notes:

(3B9ADA2B)

Pricing Proposal Log			
Oval No.	No.	Item	Pending Amount
20,012	1	Extra Wainscot	\$ 5,201.00
20,003	2	Pickup/Deliver Flooring	\$ 865.00
	3	Tile Labor Price	\$ 1,773.00
20,002	4	Floor patch walker's bathroom	\$ 587.00
	5	Dust Control	\$ 198.00
20,005	6	Mount drawer in cabinet	\$ 632.00
20,006	7	Radiator Cleaning	\$ 612.00
20,011, 20,004; 20,008	8	Install Cabinets and Crown & all trim allowances in 1	\$ 4,181.00
20,007	9	Ketchum Floor	\$ 525.00
20,009	10	Vanity	\$ 961.00
20,010	11	Curtains and Valence	\$ 477.00
	12	New Toilet & Shutoff valves	\$ 991.00
	13	Install light and new circuit	\$ 972.00
		Total to date	\$ 17,975.00

top of cabinets

Original Contract Amount \$ 44,200.00
 Changes & Pending Changes to \$ 17,975.00
 New Contract Amount \$ 62,175.00

*Approved
 9-18-17
 [Signature]*

INVOICE 259372

VALLEY OFFICE MACHINES, INC.
600 Concord Ave.

Charlottesville, Va. 22903
Phone (434) 296-5167
Fax (434) 296-7810

Invoice Date 09/18/2017
Customer # 15811
Sales Terms
Salesperson CW
Cust PO #
Ship Via
C Order

Bill To
15811 West Virginia Admin Office of Courts 1900 Kanawha Blvd East Room E-100 State Capital Charleston, WV 25305

Ship To
16308 Lincoln County Magistrate 8000 Court Ave Hamlin, WV 25523

Ord	Shp	Remn	Description	Price	Amount
1	1		Service Call# 163356 for Call Completed 09/07/2017 HAD TO PLUG POWER CABLE BACK INTO MIXER & AUDIO OUT CABLE INTO MIC. DICTATING EQUIP. REPAIRS/TRAVEL	\$1,500.00	\$1,500.00

RECEIVED
WV SUPREME COURT

SEP 21 2017

ADMINISTRATIVE
OFFICE

I CERTIFY THAT THE ABOVE MERCHANDISE
WAS RECEIVED IN GOOD CONDITION AND
CONFORMED TO SPECIFICATIONS.
DATE 09/25/2017
SIGNED [Signature]

Sub Total	Discount	Tax	Freight	Misc	Down Pymt	Amount Due
\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500.00

Customer Copy

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 7/27/2017

Pricing Proposal # 1

Description of Work: Provide a the specified wood wainscot with modificat

Description of work performed	Oval Labor	Material	Subcontractor
1.			
2. Contractual Wainscot Allowance			\$ (1,600)
3. Contractual Painting Allowance (See Prism Painting Proposal last line item)			\$ (1,120)
4. Contractual Closet Allowance			\$ (600)
5. Prism Painting Additional costs (Wainscot touchup & Crown Molding)			\$ 780
6. Quality Woods Pricing Proposal Dated 6/28/16			\$ 6,819
7.			
8.			
9.			
10.			
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16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
	\$ -	\$ -	\$ 4,279
Total:			\$ 4,279
Labor Burden: 24%			\$ -
Liability Insurance 0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 39
Bond 0%			\$ -
B&O Tax 2%			\$ 104
Tax On Material: 6%			\$ -
Profit & Overhead 15%			\$ 780
Grand Total:			\$ 5,201

James Carney Jr.

From: Luke McGrew [lmcgrew@prizmpaintingllc.com]
Sent: Wednesday, August 23, 2017 7:50 AM
To: 'James Carney Jr.'
Subject: Supreme Court

Original Contract 9420.00

Deduct Wainscotting -1120
Add Wainscotting Caulking & Touchup +186
Add Crown Molding +594

New Contract 9080.00

.5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than August 20th, 2017 () calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.
(Insert the date of commencement, if it differs from the date of this Agreement.)

ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Forty-Four Thousand Two Hundred Dollars (\$ 44,200)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
See the Attached Exhibit A Schedule of Values	

§ 3.3 Unit prices, if any, are as follows:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Demolition Labor	1. Man Hour - Beyond 72 Man Hours	1. \$56
2. Builders Risk Insurance Poliley	2. One time charge - No cost for Builders risk is included in Oval's quote presently	2. \$750
3. Labor to move or relocate the Owner's existing Furniture, Fixtures and Equipment. (FF&E)	3. Man Hour -- No cost for moving FF&E is included in Oval's quote presently	3. \$56
4.		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
1. Select Building Demolition Labor	\$3240
2. Wood Blocking Behind Walls as required	\$250
3. Wood Wainscot Material	\$1600 ← *
4. Wood Wainscot Installation Labor	\$1600
5. Build Closet Labor (Material by Owner)	\$600 ← *
6. New Baseboard (If required)	\$942

7. Labor for Cabinetry and Countertops (Material by Owner)	\$800
8. Wood Door Installation (Material by Owner)	\$200
9. Labor or Subcontract Charges to Install or modify existing vitrolite panels (Material by Owner)	\$350
10. Labor to Install new Ceramic Tile in bathroom (All Material by Owner)	\$756
11. Labor to Install New Wood Floor (All Material by Owner)	\$1600
12. Labor and Material for shoe molding around existing door frames and new flooring intersection if necessary	\$280
13. Painting Subcontract as described on the attached Estimate by Prism Painting dated 6/7/2017.	\$9420 ← ☆
14. Plumbing Subcontract - remove and replace existing toilet. Remove existing sink faucet and replace new sink faucet and waste trap. (Sink and faucet by Owner)	\$1650
15. Electrical Subcontract as described in the attached South Charleston Electric Proposal dated 6/7/17	\$8800

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Not applicable

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

Monthly

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

%

Prizm Painting LLC

20 Edgewood Dr
Hurricane, WV 25526
WV 038686

Estimate

Date
6/7/2017

Name / Address
Walker Supreme Court

Terms	Project

Item	Description	Qty	Total
Commercial Labor	Plaster Patching	30	2,540.00
Commercial Labor	20x20 Room 1 Walls	920	1,840.00
Commercial Labor	20x20 Room 2 Walls	920	1,840.00
Commercial Labor	20x20 Room Ceiling 1	400	860.00
Commercial Labor	20x20 Room Ceiling 2	400	860.00
Commercial Labor	Wallpaper Removal & Skim	120	360.00
Commercial Labor	Wainscoting Painting	320	1,120.00
	Subtotal From Above		9,420.00

Total	\$9,420.00
--------------	------------

Phone #	Fax #	E-mail	Web Site
304-549-8750	304-760-0181	Imcgrew@prizmpaintingllc.com	prizmpaintingllc.com



QUALITY WOODS INC.

30237

OAK, CHERRY, MAPLE, POPLAR, ASH, OTHER HARDWOODS

ESTIMATE PO BOX 957 ELEANOR WV 25070 - PH# 1-(304)-586-3879 FAX# 1(304)-586-9754

Customer/Contractor: **OVAL CONSTRUCTION CO (JIM CARNEY)**) Estimate Date: 6/28/2017
 WV Supreme Court Justice Walker's Office Phone #: (304) 347-8820
 Charleston WV Salesman: Bryan Pell

Price is for material only. Prefinish charge is to prime.

ITEM	Quantity	Description	Unit Price	Ext Price
		ALL MATERIAL TO BE PAINT GRADE POPLAR AND MAPLE PLYWOOD		
1)	1 lot	CUSTOM WAINSCOTING AS PER DRAWING WITH 1/2 IN. PLYWOOD BACK 37 IN. TALL WITH 3/4" X 3-1/2" POPLAR ATTACHED AS SHOWN PER PATTERN IN DRAWING (RAW)	\$3,463.00	\$3,463.00
2)	1 ea.	PRIME THE ABOVE WAINSCOT	\$1,127.00	\$1,127.00
3)	1 ea.	CUSTOM CLOAK CLOSET 24 1/2 INCHES WIDE 24 INCHES DEEP AND 84 INCHES TALL WITH ONE FLAT PANEL DOOR AND ATTACHED CROWN AT TOP.(RAW)	\$882.00	\$882.00
4)	1 ea.	PRIME THE ABOVE CABINET	\$179.00	\$179.00
5)	1 ea.	TAIL GATE DELIVERY TO EAST LOADING DOCK AT STATE CAPITOL	\$65.00	\$65.00
6)	1 ea.	ADDITIONAL CHARGE TO PAINT WITH SHERWIN WILLIAMS MATCHING PAINT COLOR	\$653.00	\$653.00
7)	1 ea.	ADDITIONAL 1% CHARLESTON WV SALES TAX	\$63.69	\$63.69
		<i>Add for Prefinish</i>		\$0.00
		<i>Sub Total</i>		\$6,432.69
		<i>6% Tax</i>		\$385.96
		TOTAL		\$6,818.65
		DEPOSIT		\$0.00
		AMOUNT DUE		\$6,818.65

Terms: 50% Down with signed order Balance due upon delivery. Estimates are good for 30 days

Accepted By: X

These estimated prices are based upon our receipt of the total job quantities. Addition or deletions may require price changes. We do not guarantee that the material listed in this estimate will be all that is required to complete this project.

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 2

Description of Work: Pickup wood flooring; pickup marble floor

	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	Pickup Wood Flooring at Smith Floor Covering Distributors			
4.	2 men 4 hours each 2x4x\$45	\$ 360		
5.	Truck and fuel	\$ -	\$ 50	
6.				
7.	Pickup Marble Flooring at Smith Floor Covering Distributors			
8.	Mike Smith 2 man hours @ \$55	\$ 110		
9.	Truck and fuel	\$ -	\$ 40	
10.				
11.				
12.				
13.				
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24.				
25.				
26.				
		\$ 470	\$ 90	\$ -
Total:				\$ 560
Labor Burden:	28%			\$ 132
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 21
Bond	0%			\$ -
B&O Tax	2%			\$ 17
Tax On Material:	6%			\$ 5
Profit & Overhead	15%			\$ 130
Grand Total:				\$ 865

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 3

Description of Work: Tile Floor& Walls in Bathroom

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	Labor to install ceramic tile in bathroom (contractual allowance)	\$ (756)		
4.				
5.	Contract to install tile in bathroom (Cornerstone Interiors)	\$ -		\$ 1,750
6.				
7.	Cost to remove and reinstall the tile between vitrolite panels see price attached			\$ 701
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
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25.				
26.				
		\$ (756)	\$ -	\$ 2,451
Total:				\$ 1,695
Labor Burden:	28%			\$ (212)
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ (12)
Bond	0%			\$ -
B&O Tax	2%			\$ 35
Tax On Material:	6%			\$ -
Profit & Overhead	15%			\$ 266
Grand Total:				\$ 1,773

By Cornerston Interiors, Inc. PO Box 412 Eleanor Wv

Job name: Supreme Court

Description of Work: Re-work the tile between Vitrolite as requested by the Owner

Description of work performed		Oval Labor	Material	Subcontractor
1.				
2.	Carpenter 8 hours @ \$52.50	\$ 420		
3.				
4.				
5.		\$ -		
6.				
7.				
8.				
9.		\$ -		
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24.				
25.				
26.				
		\$ 420	\$ -	\$ -

Total:				\$ 420
Labor Burden:	34%			\$ 143
Liability Insurance	0%			\$ 19
B&O Tax	2%			\$ 14
Profit & Overhead	15%			\$ 105
Total:				\$ 701

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 4

Description of Work: Patch Floor in Main Office and in the bathroom

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	Floor Patch Material 2 bags at \$40/bag		\$ 80	
4.	Justice Walker's office labor			
5.	1 Carpenter & 1 Laborer @ \$52 & \$45 2 hours each	\$ 194		
6.				
7.	Floor Patch in Bathroom			
8.	Mike Smith 2 man hours @ \$55	\$ 110		
9.		\$ -	\$ -	
10.				
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25.				
26.				
		\$ 304	\$ 80	\$ -
Total:				\$ 384
Labor Burden:	28%			\$ 85
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 14
Bond	0%			\$ -
B&O Tax	2%			\$ 12
Tax On Material:	6%			\$ 5
Profit & Overhead	15%			\$ 88
Grand Total:				\$ 587

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 5

Description of Work: Dust Control in the Main Hallway of the Supreme Court Justices wing of the Capitol

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	Air Filters for Air Returns		\$ 22	
4.				
5.	2 man hours	\$ 105		
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
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22.				
23.				
24.				
25.				
26.				
		\$ 105	\$ 22	\$ -

Total:			\$ 127
Labor Burden:	28%		\$ 29
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor	\$ 5
Bond	0%		\$ -
B&O Tax	2%		\$ 4
Tax On Material:	6%		\$ 1
Profit & Overhead	15%		\$ 30
Grand Total:			\$ 198

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 6

Description of Work: Mount Drawer in Admin Office under counter

	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	1 Carpenter & 1 Laborer @ \$52 & \$45 4 hours each	\$ 388		
4.				
5.	Miscellaneous fasteners		\$ 10	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
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23.				
24.				
25.				
26.				
		\$ 388	\$ 10	\$ -
Total:				\$ 398
Labor Burden:	28%			\$ 109
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 17
Bond	0%			\$ -
B&O Tax	2%			\$ 13
Tax On Material:	6%			\$ 1
Profit & Overhead	15%			\$ 95
Grand Total:				\$ 632

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 7

Description of Work: Wire brush clean the radiators

	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	Prism Painting quoted price \$500 each			
4.	Oval Quoted price \$250 each x 3 radiators	\$ 600	\$ -	
5.	Miscellaneous fasteners		\$ -	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
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23.				
24.				
25.				
26.				
		\$ 600	\$ -	\$ -
Total:				\$ 600
Labor Burden:	0%			\$ -
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ -
Bond	0%			\$ -
B&O Tax	2%			\$ 12
Tax On Material:	6%			\$ -
Profit & Overhead	15%			\$ -
Grand Total:				\$ 612

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 8

Description of Work: Install Cabinets, crown molding, shoe molding.

Description of work performed		Oval Labor	Material	Subcontractor
1.				
2.				
3.	Contract Allowances	\$ -		
4.	New Baseboard		\$ (600)	
5.	Labor for Cabinetry	\$ (800)		
6.	Wood Door Installation	\$ (200)		
7.				
8.	Quality Woods Invoice 1115348	\$ -	\$ 67	
9.	Quality Woods Invoice 30299	\$ -	\$ 333	
10.	Quality Woods Invoice 1130402		\$ 71	
11.	Lowes - Crown Molding		\$ 46	
12.				
13.	Labor for Crown in toilet and shoe molding in admin office			
14.	1 Carpenter & @ \$52 & 3 hours	\$ 156		
15.	1 Laborer @ \$45 for 3 hours	\$ 135		
16.				
17.	Labor for Cabinet Installation and Cabinet Crown molding			
18.	1 Carpenter & @ \$52 - 14 hours	\$ 728		
19.	1 Laborer @ \$45 for 14 hours	\$ 630		
20.				
21.	Shoe molding and chair rail at counter & all other shoe molding			
22.	1 Carpenter & @ \$52 - 21 hours	\$ 1,092		
23.	1 Laborer @ \$45 for 21 hours	\$ 945		
24.				
25.				
26.				
		\$ 2,686	\$ (83)	\$ -

Total:				\$ 2,603
Labor Burden:	28%			\$ 752
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 121
Bond	0%			\$ -
B&O Tax	2%			\$ 84
Tax On Material:	6%			\$ (5)
Profit & Overhead	15%			\$ 627
Grand Total:				\$ 4,181



*** INVOICE ***

1130402

REMIT TO: QUALITY WOODS INC P.O. BOX 4651 CHARLESTON, WV 25364

21 3rd Street E
Charleston, WV 25304
21 3rd Lane E
Charleston, WV 25304

JLD TO:

OVAL CONSTRUCTION CO
WV Supreme Court Justice Walker's
Charleston WV
(304) 347-8820

1-(304) 925-9546
1-(800) 439-4094

1-(304) 586-3821
1-(800) 924-6512

Date: 8/10/2017

P.O. #:

Salesman: Bryan Pell

Ship Qty	B/O	Description	Unit Price	Ext Price
34	Uf	COLONIAL RIFT AND QUARTER WHITE OAK SHOE 1/2" X 3/4" PREFINISH	\$1.95	\$66.30

Add for Prefinish \$0.00
 Sub Total \$66.30
 7% Tax \$4.64
 TOTAL \$70.94
 Deposit \$0.00
 Amt Due \$70.94

15 AUG 2017

Please note any damage or missing item on this invoice upon receipt of this order. See the back of this invoice for important information.

Thursday, August 10, 2017 @ 8:15:39 AM

(30402)

Page 1 of 1

OFFICE COPY

RECEIVED BY

[Signature]

DATE

OFFICE COPY



QUALITY WOODS INC.

30299

OAK, CHERRY, MAPLE, POPLAR, ASH, OTHER HARDWOODS

ESTIMATE

PO BOX 957 ELEANOR WV 25070 - PH# 1-(304)-586-3879 FAX# 1(304)-586-9754

Customer/Contractor: **OVAL CONSTRUCTION CO (JIM CARNEY)** Estimate Date: 7/12/2017
 WV Supreme Court Justice Walker's Office Phone #: (304) 347-8820
 Charleston WV Salesman : Bryan Pell

Price is for material only. Prefinish charge is to prime.

Quantity	Description	Unit Price	Ext Price
80	1/1" STANDARD RIFT AND QUARTER WHITE OAK SHOE 1/2" X 3/4" PREFINISH	\$1.95	\$156.00
1	ea. STAIN MATCH AND PREFINISH THE ABOVE SHOE	\$155.00	\$155.00
1	ea. 7% WV STATE AND CHARLESTON SALES TAX	\$21.77	\$21.77

Total \$332.77

Terms: 50% Down with signed order. Balance due upon delivery. Estimates are good for 30 days

Accepted By: X

These estimated prices are based upon our receipt of the total job quantities. Addition or deletions may require price changes. We do not guarantee that the material listed in this estimate will be all that is required to complete this project.

Thursday, July 13, 2017 @ 2:15:27 PM

Page 1 of 1

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 9

Description of Work: Repair Justice Ketchum's Floor

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	1 Carpenter & @ \$52 & 3 hours	\$ 156		
4.	Mike Smith @ \$55 & 3 hours	\$ 165		
5.	Miscellaneous supplies		\$ 10	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
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26.				
		\$ 321	\$ 10	\$ -
Total:				\$ 331
Labor Burden:	28%			\$ 90
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 14
Bond	0%			\$ -
B&O Tax	2%			\$ 11
Tax On Material:	6%			\$ 1
Profit & Overhead	15%			\$ 79
Grand Total:				\$ 525

Oval

Construction Management

PO Box 401 Charleston, WV 25322
 Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 10

Description of Work: Install, modify and repair the bathroom vanity

Description of work performed		Oval Labor	Material	Subcontractor
1.				
2.				
3.	1 Carpenter @ \$52 & 6 hours	\$ 312		
4.	1 Laborer @ \$45 for 6 hours	\$ 270		
5.	Miscellaneous supplies		\$ 25	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
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26.				
		\$ 582	\$ 25	\$ -

Total:				\$ 607
Labor Burden:	28%			\$ 163
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 26
Bond	0%			\$ -
B&O Tax	2%			\$ 19
Tax On Material:	6%			\$ 2
Profit & Overhead	15%			\$ 144
Grand Total:				\$ 961

Oval Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 11

Description of Work: Install, & modify the curtains and valence

Description of work performed	Oval Labor	Material	Subcontractor
1.			
2.			
3.	1 Carpenter & @ \$52 & 3 hours		
4.	1 Laborer @ \$45 for 3 hours		
5.	Miscellaneous supplies		
6.			
7.			
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26.			
	\$ 291	\$ 10	\$ -
Total:			\$ 301
Labor Burden: 28%			\$ 81
Liability Insurance: 0% 0.9 % on Subcontractors plus 4.5% on labor			\$ 13
Bond: 0%			\$ -
B&O Tax: 2%			\$ 10
Tax On Material: 6%			\$ 1
Profit & Overhead: 15%			\$ 72
Grand Total:			\$ 477

Oval

Construction Management

PO Box 401 Charleston, WV 25322
 Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 12

Description of Work: Install new toilet and shutoff valves

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	See the attached Pricing Proposal from Harris Brothers			\$ 815
4.				
5.				
6.				
7.				
8.		\$		
9.		\$	\$	
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25.				
26.				
		\$ -	\$ -	\$ 815
Total:				\$ 815
Labor Burden:	28%			\$ -
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 7
Bond	0%			\$ -
B&O Tax	2%			\$ 20
Tax On Material:	6%			\$ -
Profit & Overhead	15%			\$ 149
Grand Total:				\$ 991



HARRIS BROTHERS

Since 1936

Roofing • Sheet Metal • H.V.A.C. • Mechanical

1533 Hansford Street
Charleston, WV 25311

(304) 343-5566
Fax (304) 343-5568

To: Oval Construction

August 17, 2017

Attn: Jim Carney

RE: Supreme Court – Restroom Renovation Change Orders

Add furnishing Toilet -----	\$325.00
Add replacement of shutoff valves -----	<u>\$490.00</u>
Total Cost to Date -----	\$815.00

Any questions, please call

Sincerely,

Harris Bros.

Grey Harris

COMMERCIAL & INDUSTRIAL

Roofing Systems: Built-Up / Single Ply / Slate / Tile / Maintenance / Repairs
Architectural Sheet Metal Work: Copper / Stainless / Color / Aluminum
Heating / Ventilating / & Air Conditioning Mechanical Systems

Oval

Construction Management

PO Box 401 Charleston, WV 25322
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 13

Description of Work: Install light fixture in bathroom and and dedicated
20 amp circuit form existing power panel

	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	See the attached Pricing Proposal from South Charleston Electric			\$ 800
4.				
5.				
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
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24.				
25.				
26.				
		\$ -	\$ -	\$ 800
Total:				\$ 800
Labor Burden:	28%			\$ -
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 7
Bond	0%			\$ -
B&O Tax	2%			\$ 19
Tax On Material:	6%			\$ -
Profit & Overhead	15%			\$ 146
Grand Total:				\$ 972

1011 "F" Street
P.O. Box 8494
South Charleston, WV 25303

Phone (304) 744-3407
Fax (304) 744-3408
Contractor No. WV000800

South Charleston Electric Co.



August 17, 2017

Oval Construction
James Carney

Re: WV Supreme Court Justice Walker Office Renovations
Added Work to Contract

- Install fixture in the restroom.
- Install a dedicated 20 amp circuit from existing power panel to the new office renovation area.

\$800.00


John Moore
President



101 BOWERS ROAD
CHARLESTON, WV 25314
304.343.3600 Phone
304.343.3679 Fax
wellshome.com

Orders placed after
July 1st may be slightly
delayed due to our
Anniversary Celebration
on SEPTEMBER 30th

DELIVERY TICKET
Sales Order #
Order Date

Page 1 of 1
110565
06/28/17

Store 01
Salesperson(s) HP

Bill To:

33450
KIMBERLY ELLIS
WV SUPREME COURT OF APPEALS
1900 KANAWHA BOULEVARD EAST
ROOM E100
CHARLESTON WV 25305
Day: 304-558-0145 Eve: --
Mobile: 304-553-1207

Deliver To:

33450
KIMBERLY ELLIS
WV SUPREME COURT OF APPEALS
1900 KANAWHA BOULEVARD EAST
ROOM E100
CHARLESTON WV 25305
Day: 304-558-0145 Eve: --
Mobile: 304-553-1207

Quantity	Vendor	Model	Category	Location	Price	Ext. Price	S
1	HOOKER	1600-10468-DKW	DESK OFFIC	01WHS	1,328.00	1,328.00	O
Line Item Notes		CURATA COLLECTION SHORT FREESTANDING					
		06/27/2017 12:05 PM - HOLLY ALFORD					
		US East					
		Out of Stock					
		2017-05-28					
		19.00					
		In Stock 4 - 6/27/17					
1	HOOKER	1600-10473-DKW	DESK OFFIC	01WHS	1,520.00	1,520.00	O
Line Item Notes		CURATA COLLECTION TALL FREESTANDING					
		06/27/2017 12:06 PM - HOLLY ALFORD					
		US East					
		In Stock					
		47					
		In Stock 63 - 6/27/17					

Invoice Notes 05/15/2017 02:53 PM - HOLLY ALFORD
PLEASE ALLOW APPROX 3-4 WEEKS FOR DELIVERY FROM DATE ITEMS AVAILABLE AT VENDOR
(APPROX 5/28/17).

TOTAL AMOUNT DUE: \$2848
DEPOSIT AMOUNT DUE: MINIMUM 25% (\$712)
REMAINING BALANCE DUE UPON DELIVERY: \$2136

Deposits and Payments Made

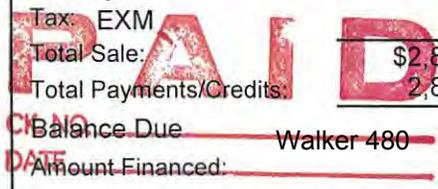
Date	Amount	MOP	Type	Check
06/28/17	-712.00	CHK	D	1002862
08/18/17	-2,136.00	CP1	P	

See reverse for conditions of order.

I verify that all merchandise has been delivered in good condition.

Customer's Signature: _____ Date: _____

Merchandise Total:	\$2,848.00
Delivery:	0.00
Tax: EXM	0.00
Total Sale:	\$2,848.00
Total Payments/Credits:	2,848.00
Balance Due	Walker 480 0.00
Amount Financed:	0.00



WELLS HOME FURNISHINGS
101 HOLLERS ROAD
CARRLETON NY 20214
(304) 943-8000

Document ID: 3285

Store #: 0007
Ref #: 0001

Cr: 0 0001

Phone Order

XXXXXXXXXXXX0063

VISA

Entry Method: Manual

Total: \$ 2,136.00

08/18/17

10:56:51

Inv #: 000001

Appr Code: 031434

Transaction ID: 307230538118294

Apprvd: Online

Batch#: 000040

AVS Code: EXACT MATCH Y

CVV2 Code: MATCH M

PO #: 110565

Customer Code

THANK YOU

D DARIN FISHER DESIGNER KITCHENS,LLC
F 1404 KANAWHA BLVD. E
 CHARLESTON, WV 25301
 Phone: 304-720-3451
 Fax : 304-720-3453

Invoice

Date	Invoice #
8/24/2017	1115

Bill To
Holley Price Interiors Beth Walker Project

Ship To

P.O. Number	Terms	Ship	Project
		8/24/2017	

Quantity	Item Code	Description	Price Each	Amount
1	Corian	Corian Top Additional Cost	305.00	305.00T
6	Hardware	M957 Pulls	9.50	57.00T
<p>I CERTIFY THAT THE ABOVE MERCHANDISE WAS RECEIVED IN GOOD CONDITION AND CONFORMED TO SPECIFICATIONS.</p> <p>DATE <u>09/25/2017</u> SIGNED <u>[Signature]</u></p> <p>FILE COPY</p>				

Sales Tax (7.0%)	\$25.34
Total	\$387.34



1537 4th Ave.
 Charleston, WV 25387-
 Phone: 304-345-8750
 Fax: 304-345-8752

Invoice

26234

Invoice Date: 5/12/2017 12:04:02 PM

Customer Service Rep: Brittni Woods

Customer:	Phone:	Job:	Justice Walker	PO:
	Fax:		1900 Kanawha Boulevard East, Room E100	
	Home Phone:		Charleston, WV 25301-	
	Cell:	(304) 421-1505	Phone:	Home Phone:
			Fax:	Cell:

Sold To: Price Interiors
 209 W Washington Street
 Charleston, WV 25302

Payment Terms: Upon Completion

Notes	SubTotal	\$2,846.00
Countertop: Granite Negresco 144 3/4 X 25 1/2 @ 3 cm	Taxes	\$0.00
Countertop: Granite Negresco 66 3/4 X 25 1/2 @ 3 cm	Total	\$2,846.00
Edge Profile: Bevel Profile @ 0 linear inches	Payments	\$1,423.00
	Balance	\$1,423.00

Warranty: As Defined in the Bailes customer work order packet.

This warranty does not cover the characteristics of natural stone such as: variations in color, vein appearance or size, crystal structure, surface or edge resin fill, mineral formation, surface texture or fissures. This warranty does not cover physical or chemical damage.

This warranty is registered and in effect upon final payment and installation completion.





INVOICE

ORDER TIME: 10:09:49

INVOICE NO.

561015

C-O-D

1

SMITH FLOOR COVERING DISTRIBUTORS

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

SHIP TO:

HOLLEY PRICE INTERIORS
209 WEST WASHINGTON STREET304-421-1505
WV SUPREME COURT OF APPEALS
1900 KANAWHA BLVD EAST
ROOM E100
CHARLESTON, WV 25305

CHARLESTON WV. 25302

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS		
2248	00	K ELLIS	07/24/2017	JB	05	CALL FOR		
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION			QUANTITY	PRICE	DISC%	EXTENSION
	K-15	55# SELF-LEVEL-UNDERLAY(42)			1.00	58.89	.0	58.89
	TA620-18-949	WALL ACCUCOLOR-10#-SILVERADO			1.00	21.87	.0	21.87
	SL-99-02	SUMMIT SEAL II QUART			1.00	23.12	.0	23.12
		DELIVERY FEE						0.00
		BROKEN CARTON FEE						0.00
<p>ALL PRODUCTS ARE TO BE INSPECTED IN GOOD CONDITION AND CONFORMED TO SPECIFICATIONS.</p> <p>DATE <u>07/26/2017</u></p> <p>SIGNED <u>Tamara L Gilmore</u> Justice Walker's office</p> <p>FILE COPY</p>								
*** TOTALS ***		MDSE. ONLY -->		103.88	*** COLLECT -->		103.88	

FILLED BY

RECEIVED BY

OFFICE

TOTAL PIECES

Walker 485

Smith Floor Covering Distributors

1118 Smith Street-P.O. Box 2826-Charleston, WV 25330 | (304) 344-2493 or Fax# (304) 344-2475 | kari@sfc-wv.com

07/24/2017

Kimberly Ellis
Maintenance Operations
West Virginia Supreme Court
1900 Kanawha Blvd East Room# E100

Dear Kimberly Ellis:

This letter is to inform you of the amount due in full, payment expected on pick up, for your job through our customer, Holley Price Interiors.

The amount that is due upon pick up for this job is: \$103.88. Please see attached itemized invoices for list of items purchased.

If you have any questions please feel free to contact us.

Sincerely,



Kari Barnett
Accounts Receivable
Smith Floor Covering Distributors
(304) 344-2493 Ext#119
kari@sfc-wv.com

Central Glass Company of Charleston Inc

Invoice

517 Russell Street
Charleston, WV 25302

WV000107

Date	Invoice #
5/12/2017	36909

Phone #
(304) 343-5669

Fax #
(304) 343-5672

Bill To	Ship To
West Virginia Supreme Court of Appeals Kimberly Ellis Building One, Room E-100 1900 Kanawha Blvd., East Charleston, WV 25305	WV Supreme Court Justice Walker's Office Charleston, WV

P.O. No.	Terms	Due Date	Ship Date
Kim Ellis	Due on Receipt	5/12/2017	5/12/2017

Description
Furnish and deliver two 1/4" tabletops with polished edges.
<p>I CERTIFY THAT THE ABOVE MERCHANDISE WAS RECEIVED IN GOOD CONDITION AND CONFORMED TO SPECIFICATIONS.</p> <p>DATE <u>05/23/17</u> SIGNED <u>Kim M. Ellis</u></p>

Remit To: Central Glass Co of Charleston, Inc P.O. Box 6340 Charleston, WV 25362 <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> We accept Discover, Mastercard, Visa, American Express </div>	Subtotal	\$931.22
	Sales Tax (0.0%)	\$0.00
	Total	\$931.22
	Payments/Credits	\$0.00
	Balance Due	\$931.22

Smith Floor Covering Distributors

1118 Smith Street-P.O. Box 2826-Charleston, WV 25330 | (304) 344-2493 or Fax# (304) 344-2475 | kari@sfc-wv.com

07/13/2017

Kimberly Ellis
Maintenance Operations
West Virginia Supreme Court
1900 Kanawha Blvd East Room# E100

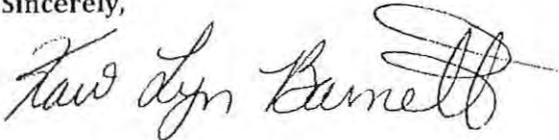
Dear Kimberly Ellis:

This letter is to inform you of the amount due in full, payment expected on pick up, for your job through our customer, Holley Price Interiors.

The amount that is due upon pick up for this job is: \$738.12. Please see attached itemized invoice for list of items purchased.

If you have any questions please feel free to contact us.

Sincerely,



Kari Barnett
Accounts Receivable
Smith Floor Covering Distributors
(304) 344-2493 Ext#119
kari@sfc-wv.com

FILE COPY

INVOICE

ORDER TIME: 03:07:23

INVOICE NO.

560494
C-O-D
1



SMITH FLOOR COVERING DISTRIBUTORS

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

HOLLEY PRICE INTERIORS
209 WEST WASHINGTON STREET

CHARLESTON WV. 25302

SHIP TO:

304-421-1505

KIM ELLIS
WEST VIRGINIA SUPREME COURT
1900 KANAWHA BLVD. EAST
ROOM E100

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS		
2248	00	KIM ELLIS	07/11/2017	J/N	05	CALL FOR		
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION			QUANTITY	PRICE	DISC%	EXTENSION
	TOP-M771524	BIANCO GIOIA 12X24 POLISHED			6.00	20.14	.0	120.84
	TOP-P771478	BIANCO GIOIA- POL. CORNICE-1			32.00	19.29	.0	617.28
		~~~~~ DELIVERY FEE						0.00
		BROKEN CARTON FEE						0.00
*** TOTALS ***		MDSE. ONLY -->			738.12		*** COLLECT -->	738.12

RECEIVED BY _____  
 WAS RECEIVED IN GOOD CONDITION AND  
 CONFORMED TO SPECIFICATIONS.

DATE 07/13/2017  
 SIGNED *Tamara R. Gilmore*

FILE COPY

FILLED BY _____

RECEIVED BY _____

OFFICE

TOTAL PIECES _____ Walker 489

201054

# Smith Floor Covering Distributors

1110 Smith Street - P.O. Box 2826 - Charleston, WV 25330 | (304) 344-2493 or Fax# (304) 344-2475 | kari@sfc-wv.com

05/12/2017

Kimberly Ellis  
Maintenance Operations  
West Virginia Supreme Court  
1900 Kanawha Blvd East Room# E100

Dear Kimberly Ellis:

This letter is to inform you of the amount due in full, payment expected on pick up, for your job through our customer, Holley Price Interiors.

The amount that is due upon pick up for this job is: ~~\$8,303.18~~ Please see attached itemized invoices for list of items purchased.

If you have any questions please feel free to contact us.

Sincerely,



Kari Barnett  
Accounts Receivable  
Smith Floor Covering Distributors  
(304) 344-2493 Ext#119  
kari@sfc-wv.com

Smith - must say invoice #  
Ferguson - must say invoice #  
+ include 160 Smith St. Address  
Review w/ Sue King  
and  
Caroline  
Smith Floorcovering  
Packing slip to be removed

2017-05-12

Object  
7401

INVOICE ORDER TIME: 03:07:23

INVOICE NO.

560494  
C-O-D  
1



**SMITH FLOOR COVERING DISTRIBUTORS**  
1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

HOLLEY PRICE INTERIORS  
209 WEST WASHINGTON STREET  
CHARLESTON WV. 25302

SHIP TO:

304-421-1505  
KIM ELLIS  
WEST VIRGINIA SUPREME COURT  
1900 KANAWHA BLVD. EAST  
ROOM E100

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS			
2248	00	KIM ELLIS	07/11/2017	J/N	05	CALL FOR			
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION			QUANTITY	PRICE	DISC%	EXTENSION	
	TOP-M771524	BIANCO GIOIA 12X24 POLISHED			6.00	20.14	.0	120.84	
	TOP-P771478	BIANCO GIOIA- POL. CORNICE-1			32.00	19.29	.0	617.28	
		DELIVERY FEE						0.00	
		BROKEN CARTON FEE						0.00	
*** TOTALS ***					MDSE. ONLY -->	738.12	*** COLLECT -->	738.12	

... THIS ORDER IS CONFIRMED  
WAS RECEIVED IN GOOD CONDITION AND  
CONFORMED TO SPECIFICATIONS.

DATE 07/13/2017  
SIGNED Thomas L. Gilmore

**FILE COPY**

FILLED BY _____

RECEIVED BY _____

OFFICE

TOTAL PIECES Walker 491

PICKING LIST

ORDER TIME: 12:51:15

ORDER NO.

558460

C-O-D

1



**SMITH FLOOR COVERING DISTRIBUTORS**

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

SHIP TO:

HOLLEY PRICE INTERIORS  
209 WEST WASHINGTON STREET

304-421-1505  
KIMBERLY ELLIS  
WEST VIRGINIA SUPREME COURT  
1900 KANAWHA BLVD EAST  
ROOM E100

CHARLESTON WV. 25302

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS			
2248	00	K ELLIS	05/11/2017	JB	05	CALL FOR			
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION			QUANTITY	PRICE	DISC%	EXTENSION	
	SOM-EP51WAE	CHARATER PLANK 5" WALNUT ENG			720.00	9.78	.0	7041.60	
	TOP-M771612	18 CTNS BIANCO GIOA HERRINGBONE POLI			33.29	25.72	.0	856.22	
		DELIVERY FEE						0.00	
		BROKEN CARTON FEE						0.00	
		UPS/FED-EX GR.CHARGE						105.00	
		TOTAL TAX							
*** TOTALS ***		MDSE. ONLY -->			7897.82			* *** COLLECT --> \$8,002.82	

*Approved G.A. 5/12/17*

FILLED BY _____

RECEIVED BY _____

OFFICE

TOTAL PIECES

Walker 492

PICKING LIST

ORDER TIME: 03:10:03

ORDER NO.

558464

C-O-D

1



**SMITH FLOOR COVERING DISTRIBUTORS**

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

SHIP TO:

HOLLEY PRICE INTERIORS  
209 WEST WASHINGTON STREET

304-421-1505  
KIMBERLY ELLIS  
WEST VIRGINIA SUPREME COURT  
1900 KANAHWA BLVD EAST  
ROOM E100

CHARLESTON WV. 25302

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS			
2248	00	K ELLIS	05/11/2017	JB	05	CALL FOR			
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION			QUANTITY	PRICE	DISC%	EXTENSION	
	TA391-16	FULL FLEX WHITE 50#			1.00	30.28	.0	30.28	
	TA620-18-949	WALL ACCUCOLOR-10#-SILVERADO			2.00	21.50	.0	43.00	
	SL-99-02	SUMMIT SEAL II QUART			1.00	23.12	.0	23.12	
	AOM70123658DB	2X36X5/8 DBL.BEV.WH.CARRARA			1.00	32.52	.0	32.52	
	SOM-MRD1243	CHAR. ENG REDUCER WALNUT			2.00	85.72	.0	171.44	
		~~~~~							
		DELIVERY FEE						0.00	
		BROKEN CARTON FEE						0.00	
		TOTAL TAX							
*** TOTALS ***					MDSE. ONLY -->	300.36		* ** COLLECT -->	
								\$300.36	

Approved G.S.G. 5/12/17

FILLED BY _____

RECEIVED BY _____

OFFICE

TOTAL PIECES _____

Walker 493

Smith Floor Covering Distributors

1418 Smith Street-P.O. Box 2826-Charleston, WV 25330 | (304) 344-2493 or Fax# (304) 344-2475 | kari@sfc-wv.com

05/12/2017

Kimberly Ellis
Maintenance Operations
West Virginia Supreme Court
1900 Kanawha Blvd East Room# E100

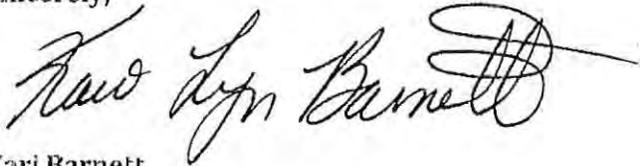
Dear Kimberly Ellis:

This letter is to inform you of the amount due in full, payment expected on pick up, for your job through our customer, Holley Price Interiors.

The amount that is due upon pick up for this job is: \$8,303.18 Please see attached itemized invoices for list of items purchased.

If you have any questions please feel free to contact us.

Sincerely,



Kari Barnett
Accounts Receivable
Smith Floor Covering Distributors
(304) 344-2493 Ext#119
kari@sfc-wv.com



INVOICE

ORDER TIME: 12:51:15

INVOICE NO. |

558460

C-0-D

1

SMITH FLOOR COVERING DISTRIBUTORS

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

SHIP TO:

HOLLEY PRICE INTERIORS
209 WEST WASHINGTON STREET

CHARLESTON WV. 25302

304-421-1505
KIMBERLY ELLIS
WEST VIRGINIA SUPREME COURT
1900 KANAWHA BLVD EAST
ROOM E100

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS	
2248	00	K ELLIS	05/11/2017	JB	05	CALL FOR	
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	PRICE	DISC%	EXTENSION	
	SOM-EP51WAE	CHARATER PLANK 5" WALNUT ENG	720.00	9.78	.0	7041.60	
		18 CTNS					
	TOP-M771612	BIANCO GIOA HERRINGBONE POLI	33.29	25.72	.0	856.22	
		DELIVERY FEE				0.00	
		BROKEN CARTON FEE				0.00	
		UPS/FED-EX GR.CHARGE				105.00	
		~~~~~					
		TOTAL TAX					
*** TOTALS ***		MDSE. ONLY -->	7897.82	*** COLLECT -->		\$8,002.82	

FILLED BY _____

RECEIVED BY _____

OFFICE

TOTAL PIECES

Walker 495



# INVOICE

ORDER TIME: 03:10:03

INVOICE NO.

558464

C-O-D

1

## SMITH FLOOR COVERING DISTRIBUTORS

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

SHIP TO:

HOLLEY PRICE INTERIORS  
209 WEST WASHINGTON STREET

304-421-1505  
KIMBERLY ELLIS  
WEST VIRGINIA SUPREME COURT  
1900 KANAWHA BLVD EAST  
ROOM E100

CHARLESTON WV. 25302

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS	
2248	00	K ELLIS	05/11/2017	JB	05	CALL FOR	
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	PRICE	DISC%	EXTENSION	
	TA391-16	FULL FLEX WHITE 50#	1.00	30.28	.0	30.28	
	TA620-18-949	WALL ACCUCOLOR-10#-SILVERADO	2.00	21.50	.0	43.00	
	SL-99-02	SUMMIT SEAL II QUART	1.00	23.12	.0	23.12	
	AOM70123658DB	2X36X5/8 DBL.BEV.WH.CARRARA	1.00	32.52	.0	32.52	
	SOM-MRD1243	CHAR. ENG REDUCER WALNUT	2.00	85.72	.0	171.44	
		DELIVERY FEE				0.00	
		BROKEN CARTON FEE				0.00	
		TOTAL TAX					
*** TOTALS ***			MDSE. ONLY -->	300.36	***COLLECT-->	\$300.36	

FILED BY _____

RECEIVED BY _____

OFFICE

TOTAL PIECES _____

Walker 496

PICKING LIST

ORDER TIME:

12:51:15

ORDER NO.

558460

C-O-D

1



**SMITH FLOOR COVERING DISTRIBUTORS**

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

SHIP TO:

HOLLEY PRICE INTERIORS  
209 WEST WASHINGTON STREET

304-421-1505  
KIMBERLY ELLIS  
WEST VIRGINIA SUPREME COURT  
1900 KANAWHA BLVD EAST  
ROOM E100

CHARLESTON WV. 25302

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS			
2248	00	K ELLIS	05/11/2017	JB	05	CALL FOR			
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION			QUANTITY	PRICE	DISC%	EXTENSION	
	SOM-EP51WAE	CHARATER PLANK 5" WALNUT ENG			720.00	9.78	.0	7041.60	
	TOP-M771612	18 CTNS BIANCO GIOA HERRINGBONE POLI			33.29	25.72	.0	856.22	
		DELIVERY FEE						0.00	
		BROKEN CARTON FEE						0.00	
		UPS/FED-EX GR.CHARGE						105.00	
		~~~~~							
		TOTAL TAX							
*** TOTALS ***		MDSE. ONLY -->			7897.82			* *** COLLECT --> \$8,002.82	

FILLED BY _____

RECEIVED BY _____

OFFICE

Walker 497

TOTAL PIECES

PICKING LIST

ORDER TIME: 03:10:03

ORDER NO.

558464

C-O-D

1



SMITH FLOOR COVERING DISTRIBUTORS

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

SHIP TO:

HOLLEY PRICE INTERIORS
209 WEST WASHINGTON STREET

304-421-1505
KIMBERLY ELLIS
WEST VIRGINIA SUPREME COURT
1900 KANAHWA BLVD EAST
ROOM E100

CHARLESTON WV. 25302

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS	
2248	00	K ELLIS	05/11/2017	JB	05	CALL FOR	
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	PRICE	DISC%	EXTENSION	
	TA391-16	FULL FLEX WHITE 50#	1.00	30.28	.0	30.28	
	TA620-18-949	WALL ACCUCOLOR-10#-SILVERADO	2.00	21.50	.0	43.00	
	SL-99-02	SUMMIT SEAL II QUART	1.00	23.12	.0	23.12	
	AOM70123658DB	2X36X5/8 DBL.BEV.WH.CARRARA	1.00	32.52	.0	32.52	
	SOM-MRD1243	CHAR. ENG REDUCER WALNUT	2.00	85.72	.0	171.44	
		~~~~~					
		DELIVERY FEE				0.00	
		BROKEN CARTON FEE				0.00	
		TOTAL TAX					
*** TOTALS ***			MDSE. ONLY -->	300.36	*	*** COLLECT -->	
						\$300.36	

FILLED BY _____

RECEIVED BY _____

OFFICE

TOTAL PIECES _____

Walker 498

**Order Confirmation # CC222371**

**FERGUSON/WOLSELEY IND #142**

160 SPRING STREET  
CHARLESTON, WV 25301-1027

Phone : 304-342-4784  
Fax : 304-342-6721

Order No...: CC222371  
Order Date: 05/12/17  
Writer.....: DBB  
Sold To.....: WV SUPREME COURT OF APPEALS  
1900 KANAWHA BOULEVARD E  
ROOM E100  
CHARLESTON, WV 25305

Req Date: 05/12/17

Ship Via...: COUNTER PICK-UP  
Terms.....: CASH ON DEMAND  
Ship To...: WV SUPREME COURT OF APPEALS  
1900 KANAWHA BOULEVARD E  
ROOM E100  
CHARLESTON, WV 25305

Cust PO#..:

7401

Job Name.:

Item	Description	Quantity	Net Price	UM	Total
	VANITY				
7200771	36X22 VAN NAVY	1	1645.875	EA	1645.88
	TOP				
4101344	37X22 1H STONE VAN TOP W/ 1CO WIWH	1	688.875	EA	688.88
	SINK				
7200772	20X15 RECT CRMC UC VES WHIT	1	245.850	EA	245.85
	BACKSPLASH				
4101222	37 STONE B/SPLSH WIWH	1	48.675	EA	48.68
	FAUCET				
4852203	CCN LF 1.5 GPM IHDL 1H LAV FCT PN	1	418.320	EA	418.32
	COMPLETE PAYMENT DUE				
	UPON ORDERING				

I CERTIFY THAT THE ABOVE MERCHANDISE  
WAS RECEIVED IN GOOD CONDITION AND  
CONFORMED TO SPECIFICATIONS.

DATE 05/12/2017  
SIGNED K.M. Ellis

Subtotal: \$3047.61  
Inbound Freight: \$0.00  
Tax: \$0.00  
Order Total: **\$3047.61**

Walker 499

**Price Quotation # B348200**

**FERGUSON/WOLSELEY IND #142**

160 SPRING STREET  
CHARLESTON, WV 25301-1027

Phone : 304-342-4784  
Fax : 304-342-6721

Bid No.....: B348200  
 Bid Date...: 05/12/17  
 Quoted By: DBB  
 Customer.: WV SUPREME COURT OF APPEALS  
 1900 KANAWHA BOULEVARD E  
 ROOM E100  
 CHARLESTON, WV 25305

Cust Phone:  
 Terms.....: CASH ON DEMAND  
 Ship To.....: WV SUPREME COURT OF APPEALS  
 1900 KANAWHA BOULEVARD E  
 ROOM E100  
 CHARLESTON, WV 25305

Cust PO#..:

Job Name.:

Item	Description	Quantity	Net Price	UM	Total
	VANITY				
7200771	36X22 VAN NAVY	1	1645.875	EA	1645.88
	TOP				
4101344	37X22 1H STONE VAN TOP W/ 1CO WIWH	1	688.875	EA	688.88
	SINK				
7200772	20X15 RECT CRMC UC VES WHIT	1	245.850	EA	245.85
	BACKSPLASH				
4101222	37 STONE B/SPLSH WIWH	1	48.675	EA	48.68
	FAUCET				
4852203	CCN LF 1.5 GPM 1HDL 1H LAV FCT PN	1	418.320	EA	418.32
	COMPLETE PAYMENT DUE				
	UPON ORDERING				

Subtotal: \$3047.61  
 Inbound Freight: \$0.00  
 Tax: \$0.00  
 Order Total: \$3047.61

*Approved*  
*5/12/17*  
*[Signature]*

Walker 500

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolselevna.com/terms_conditionsSale.html](http://wolselevna.com/terms_conditionsSale.html). Govt Buyers: All items quoted are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

Wells Home Furnishings – 304-343-3600



Curata 2 Pc Desk Group

Model # 160010453DKW

Curata Collection

Request Everyday low Price

**Material:** Rubberwood Solids with White Oak Veneers and Metal

**Number of Shelves:** 0

**Number of Drawers:** 4

**Number of Leaves:** 0

**Style:** Modern-Contemporary

**Features:** Consists of:

1600-10468-DKW Short Left/Right Free Standing Desk

Two drawers with drop front for keyboard use

Keyboard space: 28 7/8W x 16D x 2 1/2H

Knee space: 64W x 24 1/4H

1600-10473-DKW Tall Left/Right Free Standing Desk

Two drawers with drop front for keyboard use

Keyboard space: 28 7/8W x 16D x 2 1/2H

Knee space: 64W x 30 1/2H

**Finish:** Dark Wood

**Finish:** The finish is a deep, brown called Midnight. Hardware is a brushed brass pull.

**Drawer Construction:** Hooker Furniture offers full height, full depth and full width drawers for maximum storage capacity. All drawers have strong, time-tested English or French dovetail construction, for years of problem-free use. Plywood drawer bottoms are attached to plywood drawer sides for strength and durability. Metal side guides or wood on wood guide systems operate smoothly.

**Finish Construction:** Hooker Furniture utilizes a multiple-step finish process of up to 16 finish steps. This results in an unsurpassed clarity, depth and color richness and durability to our finishes. Through hand-craftsmanship such as rubbing and padding, our finishes feel as good as they look, with a smoothness that is delightful to the touch.

**Frame Construction:** Hooker Furniture uses carefully chosen solid wood and select wood veneers over durable wood products in our furniture construction. Use of veneers enables more decorative looks unattainable with solid wood. Veneers are used over durable wood products such as medium density fiberboard (MDF) and particle board, made of renewable resources. MDF and particle board are used in quality furniture for areas that need to be stable, such as large surfaces. These durable wood products do not expand and contract with heat and cold and do not absorb moisture as much as solid wood, which results in stronger and longer-lasting furniture.

**Other Details**

**Brand:** Hooker Furniture

**Category:** Home Office

**Collection:** Curata

**Color:** Midnight

**Description:** Curata 2 Pc Desk Group

**SKU:** 1600-10453-DKW

**Type:** Desks, Standing Desks

Walker 502

Dimensions: W 68" D 26" H 36 1/4"

Features:

- Consists of:
- 1600-10468-DKW Short Left/Right Free Standing Desk
- Two drawers with drop front for keyboard use
- Keyboard space: 28 7/8W x 16D x 2 1/2H
- Knee space: 64W x 24 1/4H
- 1600-10473-DKW Tall Left/Right Free Standing Desk
- Knee space: 64W x 30 1/2H

Wells Home Furnishings - 304-343-3600



Curata Writing Desk

Model # 160010458DKW

Curata Collection

Request Everyday low Price

**Material:** Rubberwood Solids with White Oak Veneers and Metal

**Number of Shelves:** 0

**Number of Drawers:** 3

**Number of Leaves:** 0

**Style:** Modern-Contemporary

**Features:** Three drawers

Center drawer has drop front for keyboard use

Two utility drawers

One pencil tray and writing slide that can be used in either utility drawer

Each utility drawer contains two removable dividers

Glass top inset

Keyboard space: 24 1/2W x 17 5/8D x 3 3/8H

Knee space: 61 3/4W x 23 11/16H

**Finish:** Dark Wood

**Finish:** The finish is a deep, brown called Midnight. Hardware is a round brushed brass knob.

**Drawer Construction:** Hooker Furniture offers full height, full depth and full width drawers for maximum storage capacity. All drawers have strong, time-tested English or French dovetail construction, for years of problem-free use. Plywood drawer bottoms are attached to plywood drawer sides for strength and durability. Metal side guides or wood on wood guide systems operate smoothly.

**Finish Construction:** Hooker Furniture utilizes a multiple-step finish process of up to 16 finish steps. This results in an unsurpassed clarity, depth and color richness and durability to our finishes. Through hand-craftsmanship such as rubbing and padding, our finishes feel as good as they look, with a smoothness that is delightful to the touch.

**Frame Construction:** Hooker Furniture uses carefully chosen solid wood and select wood veneers over durable wood products in our furniture construction. Use of veneers enables more decorative looks unattainable with solid wood. Veneers are used over durable wood products such as medium density fiberboard (MDF) and particle board, made of renewable resources. MDF and particle board are used in quality furniture for areas that need to be stable, such as large surfaces. These durable wood products do not expand and contract with heat and cold and do not absorb moisture as much as solid wood, which results in stronger and longer-lasting furniture.

**Other Details**

**Brand:** Hooker Furniture

**Category:** Home Office

**Collection:** Curata

**Color:** Midnight

**Description:** Curata Writing Desk

**SKU:** 1600-10458-DKW

**Type:** Desks, Writing Desks

Walker 504

Dimensions: W 66" D 28 1/4" H 30 3/4"

Features:

- Three drawers
- Center drawer has drop front for keyboard use
- Two utility drawers
- One pencil tray and writing slide that can be used in either utility drawer
- Each utility drawer contains two removable dividers
- Glass top inset
- Keyboard space: 24 1/2W x 17 5/8D x 3 3/8H
- Knee space: 61 3/4W x 23 11/16H



# ED WEBER ARCHITECTS

Ed Weber Architects, LLC  
4640 Guava Court  
Sarasota, Florida 34234  
ed@edweberarchitects.com  
www.edweberarchitects.com

Date 7/10/2017  
Invoice # 13-014-13

### Bill To

Supreme Court of Appeals  
Director of Support Services  
Administrative Services Division  
Capitol Complex, Building 1, Room E-100  
Charleston, WV 25305

Description	Hours	Rate	Amount
Supreme Court of Appeals Renovations to Justices Chambers May/June Design Services			
Principal Architect: Contractor/Interior Designer support and contract administration consulting.	3.75	120.00	450.00

## FILE COPY

I CERTIFY THAT THE ABOVE MERCHANDISE  
WAS RECEIVED IN GOOD CONDITION AND  
CONFORMED TO SPECIFICATIONS.

DATE 07/12/2017  
SIGNED [Signature]

Thank You for Your Business.  
EIN: 45-5445638

**Total** \$450.00

## FILE COPY

**Request for Taxpayer  
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)  
Darin Fisher Designer Kitchens, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  
 Other (see instructions) ▶ _____

Address (number, street, and apt. or suite no.)  
1404 Kanawha Blvd. E.

City, state, and ZIP code  
Charleston, WV 25301

List account number(s) here (optional)

Requester's name and address (optional)

Print or type  
 See Specific Instructions on page 2.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
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Employer identification number

56	-	2308970
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**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶ Darin Fisher    Date ▶ 5/18/17

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above <b>Bailes Granite and Marble</b>		
	3 Check appropriate box for federal tax classification; check only <u>one</u> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) <b>1537 4th Avenue</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Charleston, WV 25387</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> </tr> </table>					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px;"></td> </tr> </table>				
or									
<b>Employer identification number</b>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; height: 20px; text-align: center;">55</td> <td style="width: 25%; height: 20px; text-align: center;">-06</td> <td style="width: 25%; height: 20px; text-align: center;">70</td> <td style="width: 25%; height: 20px; text-align: center;">418</td> </tr> </table>	55	-06	70	418					
55	-06	70	418						

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Mega Casper</i>	Date ▶ 4/26/17
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Ferguson Enterprises, Inc.</b>		
	2 Business name/disregarded entity name, if different from above <b>See attached lists for DBAs and lock box remit addresses</b>		
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <small>Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>5</b> Exemption from FATCA reporting code (if any) <b>E</b> <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) <b>12500 Jefferson Avenue</b>		Requester's name and address (optional)
	6 City, state, and ZIP code <b>Newport News, VA 23602-4314</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
or	
<b>Employer identification number</b>	
5 4 - 1 2 1 1 7 7 1	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Raymond Hong</i>	Date ▶ 1/1/17
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Wells Home Furnishings Inc</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>101 Bowers Road</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Charleston WV 25314</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
<b>55                      0733516</b>

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>David M. Naylor</i>	Date ▶ <i>5-16-17</i>
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**Ferguson Enterprises, Inc. utilizes the following DBA names:**

Entity Name	Tax ID No.	Entity Name	Tax ID No.
Alaska Pipe & Supply	54-1211771	Industrial Hub of the Carolinas	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771	J & G Products	54-1211771
The Ar-Jay Center	54-1211771	J.D. Daddario Company	54-1211771
BAC Appliance Center	54-1211771	Joseph G. Pollard Co	54-1211771
Bath + Beyond	54-1211771	Karl's Appliances	54-1211771
Bruce-Rogers Company	54-1211771	Lincoln Products	54-1211771
Cal-Steam	54-1211771	Linwood Pipe and Supply	54-1211771
City Lights Design Showroom	54-1211771	Louisiana Utilities Supply Company	54-1211771
CFP	54-1211771	LUSCO	54-1211771
Cline Contract Sales	54-1211771	McFarland Supply	54-1211771
Davies Water	54-1211771	Michigan Meter	54-1211771
Dealernet	54-1211771	Mississippi Utility Supply Co. (MUSCO)	54-1211771
Equarius Waterworks, Meter & Automation Group	54-1211771	PL Sourcing	54-1211771
Factory Direct Appliance	54-1211771	Plumb Source	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	Plumbing Décor	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771	Pollardwater	54-1211771
Ferguson.com	54-1211771	Powell Pipe & Supply Co.	54-1211771
Ferguson Direct	54-1211771	Professional's Bath Source	54-1211771
Ferguson Enterprises, Inc.	54-1211771	Ramapo Wholesalers	54-1211771
Ferguson Facilities Supply	54-1211771	Renwes Sales	54-1211771
Ferguson Fire & Fabrication International	54-1211771	Redlon & Johnson	54-1211771
Ferguson Heating & Cooling	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Hospitality Sales	54-1211771	SG Supply Co.	54-1211771
Ferguson HVAC - Air Cold	54-1211771	SOS Sales	54-1211771
Ferguson HVAC - EastWest Air	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson HVAC - Lyon Conklin	54-1211771	The Davidson Group	54-1211771
Ferguson Integrated Services	54-1211771	The Plumbing Source	54-1211771
Ferguson International	54-1211771	The Stock Market	54-1211771
Ferguson Parts & Packaging	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson Valve & Automation	54-1211771	Waterworks Industries	54-1211771
Ferguson Waterworks	54-1211771	Webb Distributors	54-1211771
Ferguson Waterworks- Municipal Pipe	54-1211771	Western Air Supply	54-1211771
Ferguson Waterworks- Red Head	54-1211771	Westfield Lighting	54-1211771
Ferguson Waterworks EPPCO	54-1211771	Wolseley Financial Services	54-1211771
Ferguson Waterworks International	54-1211771	Wolseley Industrial Group	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771	WPCC Forwarding	54-1211771
Groeniger & Company	54-1211771		

Authorized paper check lockbox remittance used by Ferguson Enterprises, Inc.

**BOA - Atlanta - 100286**  
FEI # (Main branch number)  
PO Box 100286  
Atlanta, GA 30384-0286  
**OVERNIGHT - PKGS**  
Bank of America Lockbox Services  
FEI # (Main branch number)  
Lockbox # 100286  
6000 Feldwood Road  
College Park, GA 30349

**PNC - Chicago - 802817 Midwest**  
FEI # (Main branch number)  
PO Box 802817  
Chicago, IL 60680-2817  
**OVERNIGHT - PKGS**  
Ferguson Enterprises Inc  
Lockbox 802817  
350 East Devon Avenue  
Itasca, IL 60143

**BOA - Boston - 417592**  
FEI # (Main branch number)  
PO Box 417592  
Boston, MA 02241-7592  
**OVERNIGHT - PKGS**  
Bank of America Lockbox Services  
FEI # (Main branch number) LB# 417592  
MA5-527-02-07  
2 Morrissey Blvd.  
Dorchester, MA 02125

**PNC - PHILLY- 827066**  
FEI # (Main branch number)  
PO Box 827066  
Philadelphia, PA 19182-7066  
**Overnight Address**  
PNC Bank  
Lockbox 827066  
Route 38 and East Gate Drive  
Moorestown, NJ 08057

**BOA- Dallas - 847411**  
FEI # (Main branch number)  
PO Box 847411  
Dallas, TX 75284-7411  
**OVERNIGHT - PKGS**  
FEI # (Main branch number)  
Lockbox # 847411  
1950 N. Stemmons FRWY  
Ste. 5010  
Dallas, TX 75207

**PNC - Pittsburgh - 644054**  
FEI # (Main branch number)  
PO Box 644054  
Pittsburgh, PA 15264-4054  
**Overnight Address**  
PNC Bank  
Lockbox 644054  
Firstside Center  
500 First Avenue  
Pittsburgh, PA 15219

**BOA - Los Angeles-740827**  
FEI # (Main branch number)  
PO BOX 740827  
Los Angeles, CA 90074-0827  
**OVERNIGHT - PKGS**  
Bank of America Lockbox Services  
FEI # (Main branch number)  
Lockbox 740827  
2706 Media Center Drive  
Los Angeles, CA 90065-1733

**Wells Fargo Bank**  
Dept # 34261  
PO Box 39000  
San Francisco, CA 94139

**Wells Fargo Bank**  
Lockbox 043090  
M/S 90  
PO Box 4300  
Portland, OR 97208

# WELLS HOME FURNISHINGS

*Relax...You're Home*

101 BOWERS ROAD  
 CHARLESTON, WV 25314  
 Phone# 304-343-3600 FAX# 304-414-2425  
 Store 01  
 Salesperson(s) HP

**Sales Order #**  
 Order Date

**110565**  
 06/28/17

**Bill To:**

**33450**  
 KIMBERLY ELLIS  
 WV SUPREME COURT OF APPEALS  
 1900 KANAWHA BOULEVARD EAST  
 ROOM E100  
 CHARLESTON WV 25305  
 Day: -- Eve: --  
 Mobile: --

**Deliver To:**

**33450**  
 KIMBERLY ELLIS  
 WV SUPREME COURT OF APPEALS  
 1900 KANAWHA BOULEVARD EAST  
 ROOM E100  
 CHARLESTON WV 25305  
 Day: -- Eve: --  
 Mobile: --

Quantity	Vendor	Model	Category	Location	Price	Ext. Price	S
1	HOOKER	1600-10468-DKW	DESK OFFIC		1,328.00	1,328.00	O
Line Item Notes		CURATA COLLECTION SHORT FREESTANDING 06/27/2017 12:05 PM - HOLLY ALFORD US East Out of Stock 2017-05-28 19.00 In Stock 4 - 6/27/17					
1	HOOKER	1600-10473-DKW	DESK OFFIC		1,520.00	1,520.00	O
Line Item Notes		CURATA COLLECTION TALL FREESTANDING 06/27/2017 12:06 PM - HOLLY ALFORD US East In Stock 47 In Stock 63 - 6/27/17					

Invoice Notes 05/15/2017 02:53 PM - HOLLY ALFORD  
 PLEASE ALLOW APPROX 3-4 WEEKS FOR DELIVERY FROM DATE ITEMS AVAILABLE AT VENDOR  
 (APPROX 5/28/17).

TOTAL AMOUNT DUE: \$2848  
 DEPOSIT AMOUNT DUE: MINIMUM 25% (\$712)  
 REMAINING BALANCE DUE UPON DELIVERY: \$2136

Deposits and Payments Made	Date	Amount	MOP	Type	Check
	06/28/17	-712.00	CHK	D	1002862

See reverse for conditions of order.

Buyer's Approval: _____ Date: _____

Merchandise Total:	\$2,848.00
Delivery:	0.00
Tax: EXM	0.00
Total Sale:	\$2,848.00
Total Payments/Credits:	712.00
Balance Due	2,136.00
Amount Financed: Walker 513	0.00



101 BOWERS ROAD  
 CHARLESTON, WV 25314  
 304.343.3600 Phone  
 304.343.3679 Fax  
 wellshome.com

Sales Quote #  
 Order Date

Page 1 of 1  
**1705150001**  
 5/15/2017

Store 01  
 Salesperson(s) HP

**Bill To:**

**33450**  
 KIMBERLY ELLIS  
 WV SUPREME COURT OF APPEALS  
 1900 KANAWHA BOULEVARD EAST  
 ROOM E100  
 CHARLESTON WV 25305  
 Day: -- Eve: --  
 Mobile: --

**Deliver To:**

**33450**  
 KIMBERLY ELLIS  
 WV SUPREME COURT OF APPEALS  
 1900 KANAWHA BOULEVARD EAST  
 ROOM E100  
 CHARLESTON WV 25305  
 Day: -- Eve: --  
 Mobile: --

Quantity	Vendor	Model	Category	Location	Price	Ext. Price	S
1	HOOKER	1600-10468-DKW	DESK OFFIC		1,328.00	1,328.00	O
Line Item Notes		CURATA COLLECTION SHORT FREESTANDING 05/15/2017 02:52 PM - HOLLY ALFORD US East Out of Stock 2017-05-28 19.00					
1	HOOKER	1600-10473-DKW	DESK OFFIC		1,520.00	1,520.00	O
Line Item Notes		CURATA COLLECTION TALL FREESTANDING 05/15/2017 02:52 PM - HOLLY ALFORD US East In Stock 47					

Invoice Notes 05/15/2017 02:53 PM - HOLLY ALFORD  
 PLEASE ALLOW APPROX 3-4 WEEKS FOR DELIVERY FROM DATE ITEMS AVAILABLE AT VENDOR  
 (APPROX 5/28/17).

TOTAL AMOUNT DUE: \$2848  
 DEPOSIT AMOUNT DUE: MINIMUM 25% (\$712)  
 REMAINING BALANCE DUE UPON DELIVERY: \$2136

Deposits and Payments Made

See reverse for conditions of order.

Buyer's Approval: _____ Date: _____

Merchandise Total:	\$2,848.00
Delivery:	0.00
Tax: EXM	0.00
Total Sale:	\$2,848.00
Total Payments/Credits:	0.00
Balance Due	2,848.00
Amount Financed:	0.00
	Walker 514

# Lloyd Kister Custom Furniture & Design

85 Whittington Rd  
Charleston, WV 25312

Phone: 304-419-2551  
Email: LDKSoccer@msn.com

## Bill To:

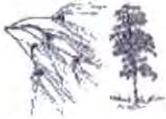
Administrative Office of Court  
Attn: Kim Ellis  
State Capitol  
1900 Kanawha Blvd. East  
Charleston, WV 25305

Invoice # 44  
Date March 21, 2017

Description	Amount
-------------	--------

Repair & Refinish Cass Gilbert Desk	_____	2335.00
Repair & Refurbish Cass Gilbert Table	_____	718.00
Replace LED driver in bookcase in deliberation room	_____	<u>92.50</u>

Total \$3145.50



# QUALITY WOODS INC.

30237

OAK, CHERRY, MAPLE, POPLAR, ASH, OTHER HARDWOODS

**ESTIMATE** PO BOX 957 ELEANOR WV 25070 - PH# 1-(304)-586-3879 FAX# 1(304)-586-9754

Customer/Contractor: **OVAL CONSTRUCTION CO (JIM CARNEY )** Estimate Date: 6/26/2017  
 WV Supreme Court Justic Walker's Office Phone #: (304) 347-8820  
 Charleston WV Salesman : Bryan Pell

**Price is for material only. Prefinish charge is to prime.**

Quantity	Description	Unit Price	Ext Price
***ALL MATERIAL TO BE PAINT GRADE POPLAR AND MAPLE PLYWOOD***			
1 lot	CUSTOM WAINSCOTING AS PER DRAWING WITH 1/2 IN. PLYWOOD BACK 37 IN. TALL WITH 3/4" X 3 1/2" POPLAR ATTACHED AS SHOWN PER PATTERN IN DRAWING (RAW)	\$3,463.00	\$3,463.00
1 ea.	PRIME THE ABOVE WAINSCOT	\$1,127.00	\$1,127.00
1 ea.	CUSTOM CLOKE CLOSET 24 1/2 INCHES WIDE 28 INCHES DEEP AND 84 INCHES TALL WITH ONE FLAT PANEL DOOR AND ATTACHED CROWN AT TOP.(RAW)	\$882.00	\$882.00
1 ea.	PRIME THE ABOVE CABINET	\$179.00	\$179.00
1 ea.	TAIL GATE DELIVERY TO EAST LOADING DOCK AT STATE CAPITOL	\$65.00	\$65.00
1 ea.	ADDITIONAL 1% CHARLESTON WV SALES TAX	\$57.16	\$57.16

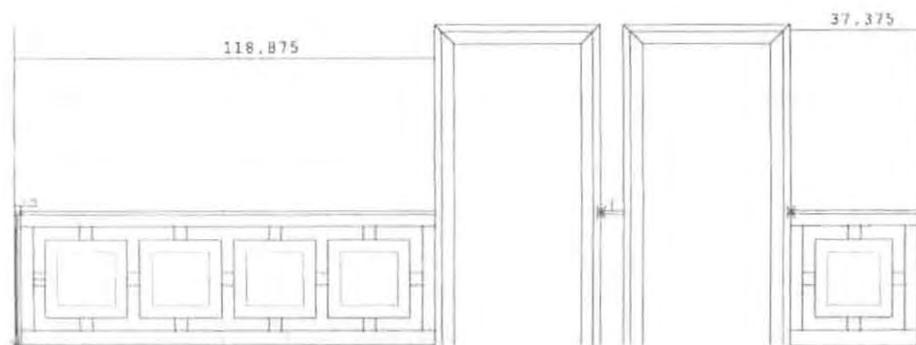
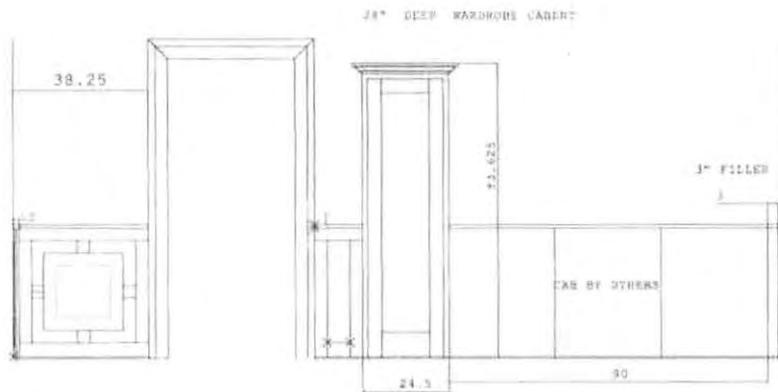
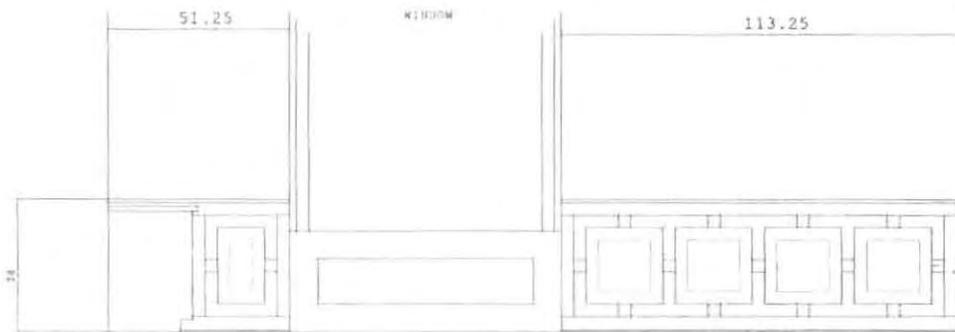
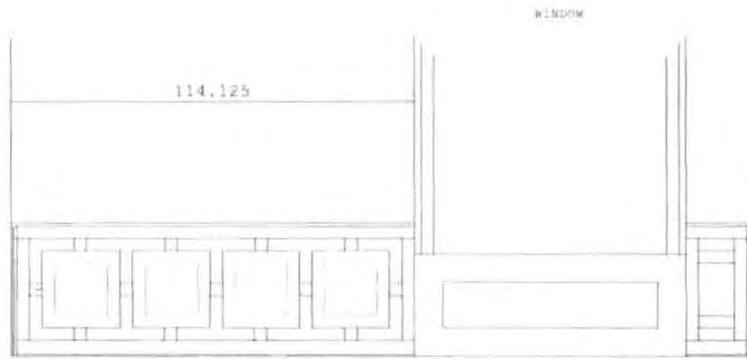
Add for Prefinish	\$0.00
Sub Total	\$5,773.16
6% Tax	\$346.39
<b>TOTAL</b>	<b>\$6,119.55</b>
DEPOSIT	\$0.00
<b>AMOUNT DUE</b>	<b>\$6,119.55</b>

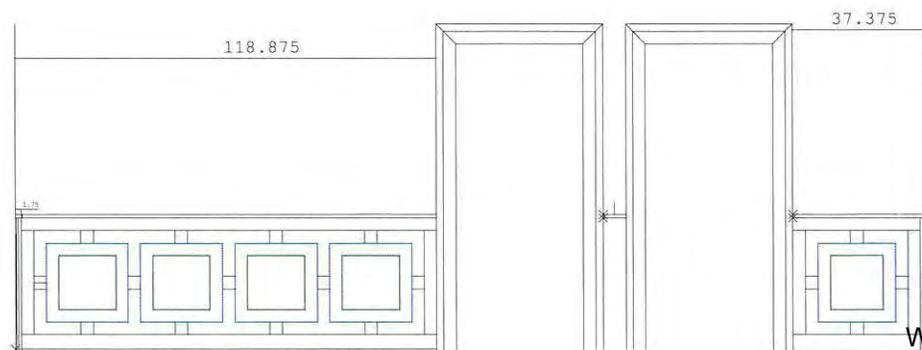
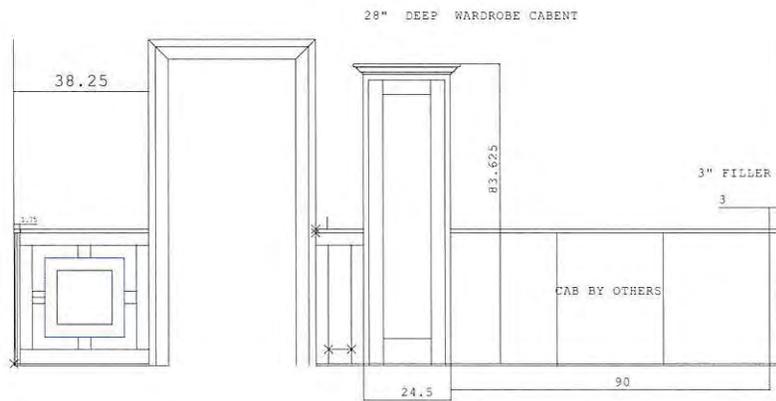
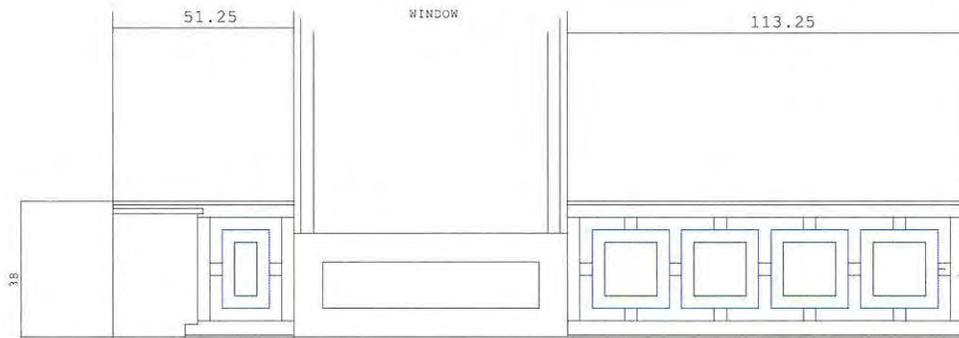
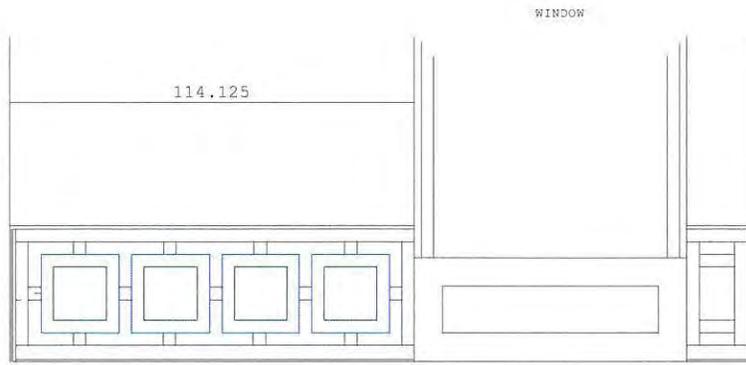
Terms: 50% Down with signed order. Balance due upon delivery. Estimates are good for 30 days

Accepted By: X 

6/27/17

These estimated prices are based upon our receipt of the total job quantities. Addition or deletions may require price changes. We do not guarantee that the material listed in this estimate will be all that is required to complete this project.







Construction  
Management_{LLC}

Post Office Box 401 • Charleston, WV 25322 • Phone 304.347.8820 • Cellular 304.549.4051  
www.ovalconstruction.com • info@ovalconstruction.com

## Meeting Minutes

Meeting #1

Justice Elizabeth Walker Office Renovations

7/12/17

### Attendees:

Kim Ellis

WV Supreme Court

Zac Thompson

WV Supreme Court

Holley Price

Holley Price Interiors

Bryan Pell

Quality Woods

James Carney Jr.

Oval Construction

### The following items were discussed and or resolved:

1. Oval installed dust protection measures on site today.
2. Wainscot Issues:
  - 1/2" plywood will be installed behind all wainscot. The plywood will rest on top of existing concrete base.
  - Electric/Data outlets will be cut into the wainscot on site instead of in the factory.
  - Top of the 1" chair rail will be installed at 36" above finished floor elevation (AFF).
  - The thickness of the chair will be greater than the thickness of the existing door casing. The chair rail will be "notched" to match the casing.
  - The Corian counter top on the cabinet(s) provided by Darin Fisher needs to be "notched" and/or coordinated with the wardrobe provided by Quality Woods.
  - The wood floor may be installed first as a means to exercise strict elevation control for the wainscot/Fisher cabinet coordination. Oval will evaluate this issue and make a recommendation.
  - A flat board will be installed in the approximately 7" space between the door casings of the 2 adjacent doors in Judge Walker's office.
  - Quality Woods will provide a drawing showing recommended electric/data outlet locations in the wainscot.
  - Shoe molding 1" high by 1/2" wide (with one soft radius edge) will be required in the Judge's office. Quality Woods will provide this trim.
3. Bathroom Issues:
  - The elevation of the bathroom floor should match as close as possible, the finished floor elevation of the wood floor in the Judge's Office. To that end, all parties agree to collaborate on a solution.

- Oval/Cornerstone will investigate the appropriate material to be installed in the space between the vertical vitrolite panels, behind the marble. The new marble may be installed flush with the panels or installed on the face of the panels. This will be decided in situ.
- Oval needs the color and specification for all grout including the new grout between the vitrolite panels.
- The material, elevation and parameters of the flooring over the existing marble thresholds will be determined collaboratively in situ.

#### 4. Other issues:

- Oval would like a finish schedule showing the paint color and specifications for all substrates requiring paint and/or stain.
- Painted wood crown molding is required in the bathroom. Oval needs the profile, finish, and color required.
- Ventilation grills in the walls will be painted the same color as the crown molding. Oval needs the sheen and color of the paint.
- Shoe molding is required in the admin office. This shoe will be 3/4" high by 1/2" wide with a full radius. Oval needs the finish, sheen and color of this molding.
- Crown molding in the admin will be painted the same color as the crown molding in the Judge's office.

# Gilmore, Tamerra

**From:** LightingDirect.com <customerservice@lightingdirect.com>  
**Sent:** Wednesday, July 05, 2017 1:59 PM  
**To:** Gilmore, Tamerra  
**Subject:** Kimberly has shared a LightingDirect.com order with you

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--------------------------------	-----------------------------	-----------------------	--------------------------------	----------------------	----------------------	--------------------------	------------------------

This is a receipt for an order placed by Kimberly Ellis on Jul 05, 2017 at 10:58am PST. This is not a bill.

**Order Number:** 66655755  
**Order Date:** Jul 05, 2017  
**Order Time:** 10:58am PST  
**Payment Method:** Visa  
**Credit Card #:** XXXXXXXXXXXXXXX8063  
**Total:** \$1,257.34

Happy Home Improving,  
[LightingDirect.com](#)  
[Build.com Network Store](#)

Product Description	Price	Qty.	Total
 <b><u>Park Harbor PHPL5203</u></b> 16" Wide 3 Light Single Pendant Antique Silver	\$678.34	1	\$678.34
 <b><u>Designers Fountain 87903</u></b> Hyde Park 3 Light 24" Wide Bathroom Vanity Light with Seedy Glass Shade Vintage Gold	\$199.50	1	\$199.50
 <b><u>Designers Fountain 87953</u></b> Hyde Park 3 Light Pendant with White Fabric Shade Vintage Gold	\$379.50	1	\$379.50
<b>Subtotal:</b>			\$1,257.34
<b>Discount:</b>			\$0.00
<b>Tax:</b>			\$0.00
<b>Standard Delivery Shipping:</b>			\$0.00

Grand Total: \$1,257.34

May We Suggest



[Designers Fountain 87903](#)  
Hyde Park 3 Light 24" Wide  
Bathroom Vanity Light with Seedy  
Glass ...

[More Details](#)



[Designers Fountain 87930](#)  
Hyde Park 1 Light Pendant with  
Opal Shade

[More Details](#)



[Designers Fountain 87904](#)  
Hyde Park 4 Light 32" Wide  
Bathroom Vanity Light with Seedy  
Glass ...

[More Details](#)



[Designers Fountain 87901](#)  
Hyde Park Single Light 9" Tall  
Wall Sconces with Seedy Glass  
Shade

[More Details](#)

**Billing Address:**

Kimberly Ellis  
1900 Kanawha Boulevard, East Room E-100  
Charleston, WV 25314  
Kimberly.Ellis@courtswv.gov  
(304) 558-0145

**Shipping Address:**

Kimberly Ellis  
1900 Kanawha Boulevard, East Room E-100  
Charleston, WV 25314  
(304) 558-0145



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## Gilmore, Tamerra

---

**From:** LightingDirect.com <customerservice@lightingdirect.com>  
**Sent:** Wednesday, July 05, 2017 1:24 PM  
**To:** Gilmore, Tamerra  
**Subject:** Kimberly has shared a LightingDirect.com order with you

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 LightingDirect.com

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This is a receipt for an order placed by Kimberly Ellis on Jul 05, 2017 at 10:21am PST. This is not a bill.

**Order Number:** 66655415  
**Order Date:** Jul 05, 2017  
**Order Time:** 10:21am PST  
**Payment Method:** Visa  
**Credit Card #:** XXXXXXXXXXXXX8063  
**Total:** \$2,311.14

Happy Home Improving,  
[LightingDirect.com](#)  
[Build.com Network Store](#)

Product Description	Price	Qty.	Total
 <b>Park Harbor PHPL5204</b> 21" Wide 4 Light Chandelier with Globe Cage Frame Antique Silver	\$770.38	3	\$2,311.14

**Subtotal:** \$2,311.14  
**Discount:** \$0.00  
**Tax:** \$0.00  
**Standard Delivery Shipping:** \$0.00  
**Grand Total:** \$2,311.14

**Billing Address:**  
Kimberly Ellis  
1900 Kanawha Boulevard, East Room E-100  
Charleston, WV 25314  
Kimberly.Ellis@courtsww.gov  
(304) 558-0145

**Shipping Address:**  
Kimberly Ellis  
1900 Kanawha Boulevard, East Room E-100  
Charleston, WV 25314  
(304) 558-0145



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✓ Three of these  
07/05/2017



Home > Lighting & Fans > Indoor Lighting > Pendants/Island Lights > Park Harbor® 60W 4-Light Candelabra E-12 Pendant

## Park Harbor® 60W 4-Light Candelabra E-12 Pendant in Antique Silver

PHPL5204AS



### COLOR FINISH



**\$770.39** EACH  
(Pricing is for Antique Silver)

### QUANTITY

1

### SPECIFICATIONS

Bulb Type	Incandescent
Color Finish	Antique Silver
Diameter	20-1/2 in
Energy Star Compliant	No
Height	31-3/4 in
Light Bulb Base Type	Candelabra E-12
Lighting Style	Contemporary
Material	Crystal, Iron
Number Of Lights	4
UL Listed	Yes
Volts	120V
Watts	60
Width	20-1/2 in

### DESCRIPTION

- Also includes 15' of wire
- Can be mounted on a sloped ceiling at up to a 20° angle
- Includes 5' of chain
- Rated for damp locations

[www.ferguson.com](http://www.ferguson.com)

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Buyer is solely responsible for product selection.

Email: Katherine  
Password: Katherine1

Walker 525



7/5/17 ✓ One of these

Home > Lighting & Fans > Indoor Lighting > Pendants/Island Lights > Park Harbor® 60W 3-Light Candelabra E-12 Pendant

## Park Harbor® 60W 3-Light Candelabra E-12 Pendant in Antique Silver

PHPL5203AS



### COLOR FINISH



**\$678.34** EACH  
(Pricing is for Antique Silver)

### QUANTITY

1

### SPECIFICATIONS

Bulb Type	Incandescent
Color Finish	Antique Silver
Diameter	15-1/2 in
Energy Star Compliant	No
Height	25 in
Light Bulb Base Type	Candelabra E-12
Lighting Style	Contemporary
Material	Crystal, Iron
Number Of Lights	3
UL Listed	Yes
Volts	120V
Watts	60
Width	15-1/2 in

### DESCRIPTION

- Also includes 15' of wire
- Can be mounted on a sloped ceiling at up to a 20° angle
- Includes 5' of chain
- Rated for damp locations

[www.ferguson.com](http://www.ferguson.com)

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Buyer is solely responsible for product selection.

**Ellis, Kimberly**

---

**From:** holley price <holleypriceinteriors@gmail.com>  
**Sent:** Friday, June 23, 2017 11:59 AM  
**To:** Ellis, Kimberly  
**Subject:** Fwd: Check this out!

Sent from my iPhone

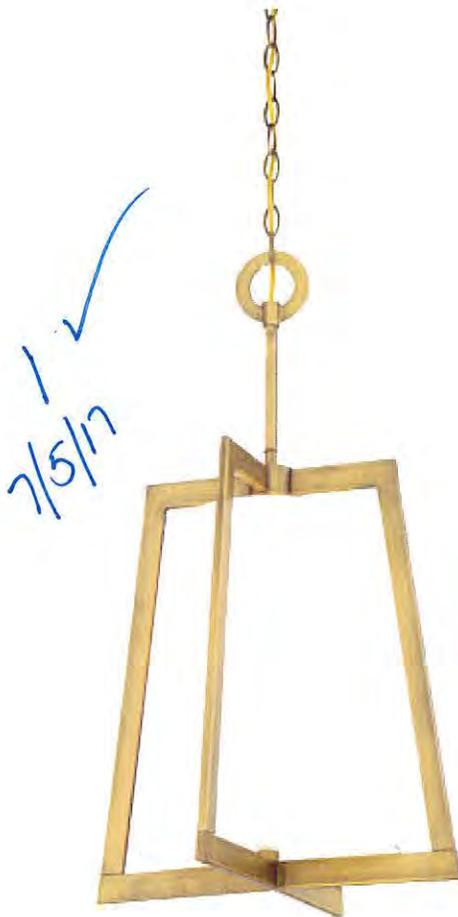
Begin forwarded message:

**From:** [Hhltpri@suddenlink.net](mailto:Hhltpri@suddenlink.net)  
**Date:** June 23, 2017 at 11:58:22 AM EDT  
**To:** [Holleypriceinteriors@gmail.com](mailto:Holleypriceinteriors@gmail.com)  
**Subject:** Check this out!  
**Reply-To:** [Hhltpri@suddenlink.net](mailto:Hhltpri@suddenlink.net)

Designers Fountain

Check this out:

**Designers Fountain 87903-VTG Hyde Park 3 Light 24 inch  
Vintage Gold Bath Bar Wall Light in Opal**



\$379.50 - In stock

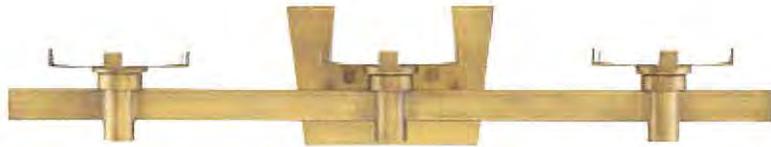
This 3 light Foyer from the Hyde Park collection by Designers Fountain will enhance your home with a perfect mix of form and function. The features include a Vintage Gold finish applied by experts. This item qualifies for free shipping! Check the right-hand bar or call our dedicated Sales Team for similar items and additional options not pictured.

[Check It Out](#)

Powered by [AddShoppers](#)

1 ✓  
7/5/17

One of these



\$199.50 - In stock

This 3 light Bath Bar from the Hyde Park collection by Designers Fountain will enhance your home with a perfect mix of form and function. The features include a Vintage Gold finish applied by experts. This item qualifies for free shipping! Check the right-hand bar or call our dedicated Sales Team for similar items and additional options not pictured.

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**Ellis, Kimberly**

---

**From:** holley price <holleypriceinteriors@gmail.com>  
**Sent:** Friday, June 23, 2017 11:56 AM  
**To:** Ellis, Kimberly  
**Subject:** Fwd: Check this out!

This ones a four light

Sent from my iPhone

Begin forwarded message:

**From:** [hhltpri@uddenlink.net](mailto:hhltpri@uddenlink.net)  
**Date:** June 23, 2017 at 10:25:31 AM EDT  
**To:** [holleypriceinteriors@gmail.com](mailto:holleypriceinteriors@gmail.com)  
**Subject:** Check this out!  
**Reply-To:** [hhltpri@uddenlink.net](mailto:hhltpri@uddenlink.net)

Designers Fountain

Check this out:

**Designers Fountain 87931-VTG Hyde Park 3 Light 120  
Vintage Gold Pendant Ceiling Light**



\$329.50 - In stock

This 3 light Pendant from the Hyde Park collection by Designers Fountain will enhance your home with a perfect mix of form and function. The features include a Vintage Gold finish applied by experts. This item qualifies for free shipping! Check the right-hand bar or call our dedicated Sales Team for similar items and additional options not pictured.

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**Ellis, Kimberly**

---

**From:** holley price <holleypriceinteriors@gmail.com>  
**Sent:** Friday, June 23, 2017 11:56 AM  
**To:** Ellis, Kimberly  
**Subject:** Fwd: Check this out!

This ones a four light

Sent from my iPhone

Begin forwarded message:

**From:** [hhltpri@uddenlink.net](mailto:hhltpri@uddenlink.net)  
**Date:** June 23, 2017 at 10:25:31 AM EDT  
**To:** [holleypriceinteriors@gmail.com](mailto:holleypriceinteriors@gmail.com)  
**Subject:** Check this out!  
**Reply-To:** [hhltpri@uddenlink.net](mailto:hhltpri@uddenlink.net)

Designers Fountain

Check this out:

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Vintage Gold Pendant Ceiling Light**



\$329.50 - In stock

This 3 light Pendant from the Hyde Park collection by Designers Fountain will enhance your home with a perfect mix of form and function. The features include a Vintage Gold finish applied by experts. This item qualifies for free shipping! Check the right-hand bar or call our dedicated Sales Team for similar items and additional options not pictured.

[Check It Out](#)

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**Ellis, Kimberly**

---

**From:** holley price <holleypriceinteriors@gmail.com>  
**Sent:** Friday, June 23, 2017 11:56 AM  
**To:** Ellis, Kimberly  
**Subject:** Fwd: Check this out!

Sent from my iPhone

Begin forwarded message:

**From:** [hhltpri@uddenlink.net](mailto:hhltpri@uddenlink.net)  
**Date:** June 23, 2017 at 10:26:24 AM EDT  
**To:** [holleypriceinteriors@gmail.com](mailto:holleypriceinteriors@gmail.com)  
**Subject:** Check this out!  
**Reply-To:** [hhltpri@uddenlink.net](mailto:hhltpri@uddenlink.net)

Designers Fountain

Check this out:

**Designers Fountain 87953-VTG Hyde Park 3 Light 16 inch  
Vintage Gold Foyer Ceiling Light**

 Cart - 1 item

 [> Brands](#) [> Designers Fountain](#) [> Bathroom Lighting](#) [> Designers Fountain 87903](#)

## Designers Fountain 87903-VTG Vintage Gold Hyde Park 3 Light 24" Wide Bathroom Vanity Light with Seedy Glass Shade

Item # bci2749456   Model # 87903-VTG   Hyde Park Collection



Walker 535

[Click to Zoom](#)

**Designers Fountain February Sale**

Save 15% on ALL Designers Fountain. Use coupon DF15 at checkout.



**LightingDirect.com**TM

A Build.com Network Site

 **Cart - 1 item**



> Brands > Park Harbor > Pendants > Park Harbor PHPL5203

## Park Harbor PHPL5203AS Antique Silver 16" Wide 3 Light Single Pendant

Item # bci2852645    Model # PHPL5203AS



[Click to Zoom](#)

Walker 536

**Spring Cleaning Sale Save 15%**

Use Coupon Code: SPRING15 at checkout to save an extra 15% on this product

Offer Ends 04-17-2017

**Contact for Pricing**

Call (800) 375-3410, , or Request a Quote. for best prices on Park Harbor today!

**\$678.34**

Originally \$1,017.00, You Save 33%



**Finish:** Antique Silver

**Free Shipping!**

How did you feel about this item? Be the first to review this product.

**163 In Stock**

**Leaves the Warehouse Tomorrow, April 4th**

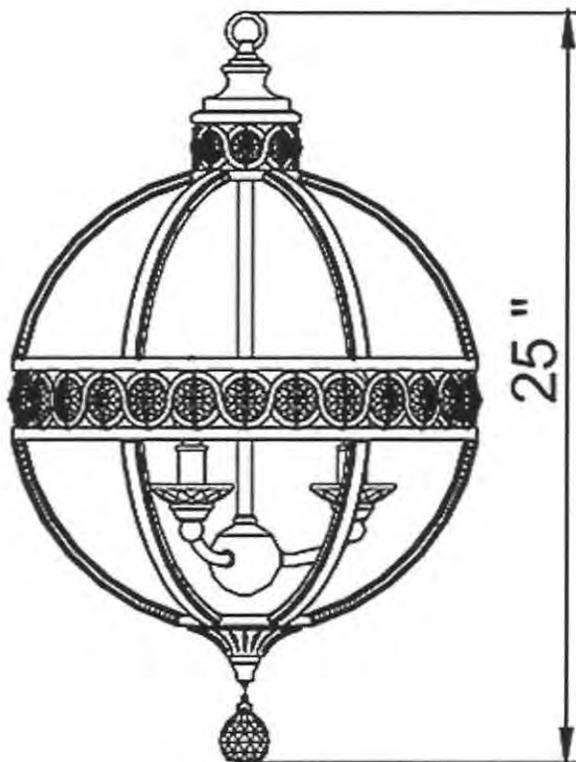
**Quantity:**

People Who Viewed Park Harbor PHPL5203 Also Viewed

- Chain hung fixture - includes 60" of chain
- Can be mounted on sloped ceilings up to 20°
- Requires: (3) 60W Incandescent Bulbs

## DIMENSIONS

---



- Height: 25"
- Width: 15.5" (measured from furthest point left to furthest point right on fixture)
- Diameter: 15.5"
- Maximum Height: 85" (including chain / down rods)
- Chain Length: 60"
- Cord Length: 12"
- Wire Length: 180"

## ELECTRICAL SPECIFICATIONS

---

# Lloyd Kister Custom Furniture & Design

85 Whittington Rd  
Charleston, WV 25312

Phone: 304-419-2551  
Email: LDKSoccer@msn.com

## Bill To:

Administrative Office of Court  
Attn: Kim Ellis  
State Capitol  
1900 Kanawha Blvd. East  
Charleston, WV 25305

Invoice # 44  
Date March 21, 2017

Description	Amount
Repair & Refinish Cass Gilbert Desk	2335.00
Repair & Refurbish Cass Gilbert Table	718.00
Replace LED driver in bookcase in deliberation room	<u>92.50</u>

Total \$3145.50

I CERTIFY THAT THE ABOVE MERCHANDISE  
WAS RECEIVED IN GOOD CONDITION AND  
CONFORMED TO SPECIFICATIONS.

DATE 07/05/2017  
SIGNED Kim Ellis

**FILE COPY**

PO Box 412  
Eleanor, WV 25070  
PHONE: 304-586-4700  
FAX: 304-586-9540

WV License: WV025109

## CORNERSTONE INTERIORS

### Base Bid

**Bid Submitted For:**

**Job Name:** W.W. Supreme Court-Beverly Walker Office Reno.  
**Contractor:** Oval Construction

<b>Bid Date:</b>	7.3.17
<b>Bid Number:</b>	01

093000	Ceramic Tile Flooring- <b>Labor Only</b>
093000	Ceramic Tile Base- <b>Labor Only</b>
093000	Ceramic Wall Tile- <b>Labor Only</b>

<b>Total Bid Amount</b>	<b>\$ 1,750.00</b>
-------------------------	--------------------

**Exclusions:**

Demo

Approved by:

*Lambert M. Ellis*

07/05/2017

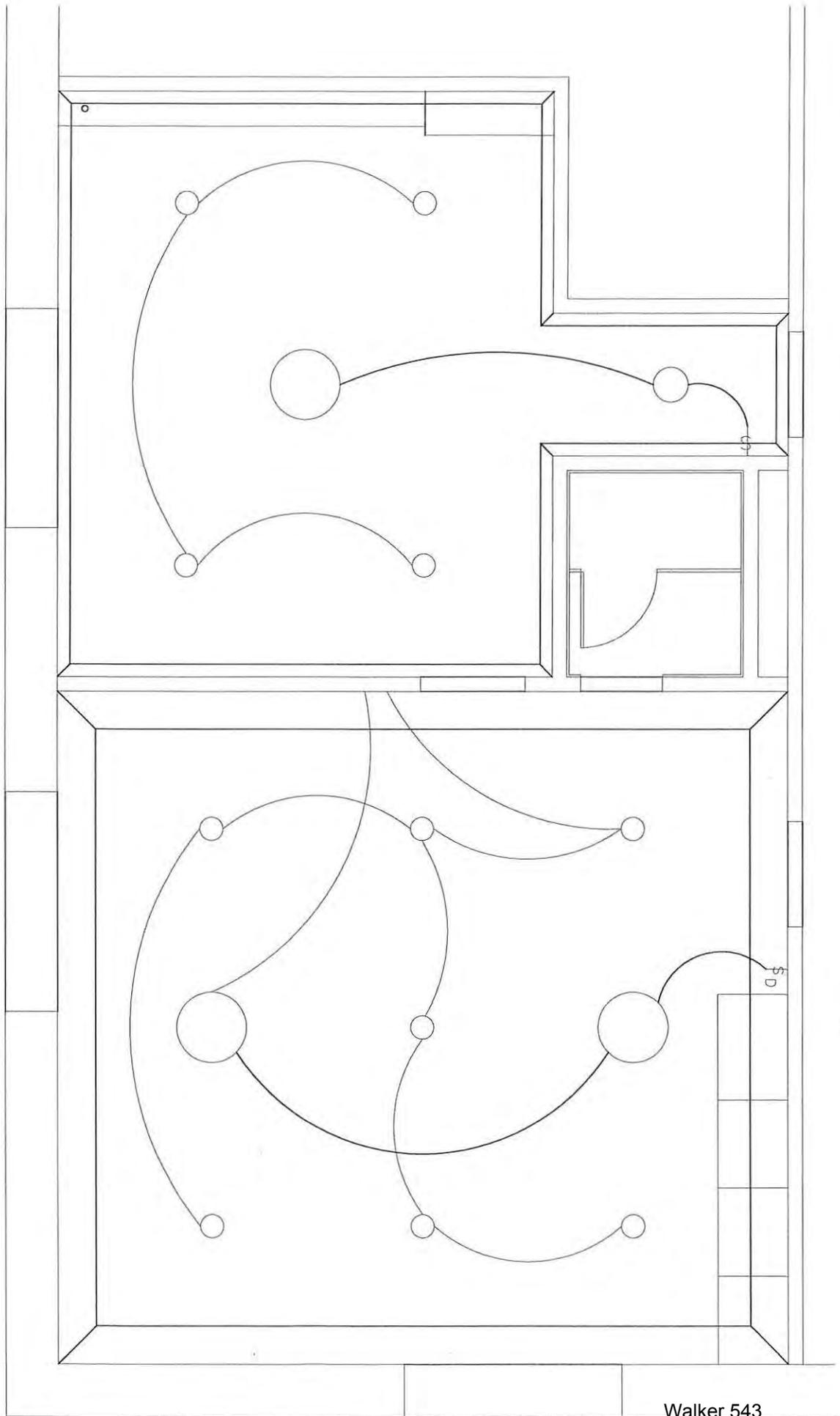
**Renovation to the Administrative Office of Justice Elizabeth Walker**  
**WV Supreme Court of Appeals**  
**Schedule**

Div	Task	Room	Responsibility	Comments
0	Remove Desks and Chairs	E-300	WVSCA	
0	Remove All FF&E	E-300	WVSCA	
0	Coordinate with Capitol Police Access to Garage	E-300	WVSCA	
2	Demo Sink	E-300	Oval	
2	Demo Vitrolite Toilet Partitions	E-300	Oval	Turn over to WVSCA
2	Demo Tile Floor in Bathroom	E-300	Oval	
2	Demo Remaining FF&E not removed by WVSCA	E-300	Oval	Where to take demo material wanted by WVSCA
2	Demo Wainscot Base	E-300		Where do we take material
2	Demo Wainscot	E-300		Where do we take material
2	Demo Chair Rail	E-300		Where do we take material
2	Demo Picture Rail	E-300		Where do we take material
2	Demo Trim Around Door	E-300		Where do we take material
2	Demo Wallpaper	E-300	Prism	Where do we take material
2	Demo Wood Pilaster	E300		
6	Design and furnish Wood Wainscot			
6	Design and specify Wood Base			Part of Wainscot
6	Design & Specify Chair Rail			Part of Wainscot
6	Design & Specify Door Trim & Shoe Mould		WVSCA	
6	Design, specify and order Vanity			
	Design, specify and order Vitrolite Panels			
	Design, specify and order Vitrolite Sanitary Base			
	Deliver cermic tile, underlayment if applicable, thinset and grout		WVSCA	
	Order and supply all FF&E			
	Order and supply all counters			Bailes excludes demolition
	Layout all light fixtures, switchches and outlets		WVSCA	
	Install new wiring - cut plaster			
	Repair Plaster			
	Supply plumbing fixtures			
	Provide final design & trim of closet			
	Supply new flooring		WVSCA	
	Install new flooring		Oval	
	Install Shoe Molding		Oval	



2  
A1-1

JUSTICE WALKER - REFLECTED CEILING PLAN  
SCALE: 1/4" = 1'-0"





**State of West Virginia  
Agency Purchase Order**

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

Order Date: 2017-06-12

<b>Order Number:</b> APO 2400 2400 SUP1700000009	<b>Procurement Folder:</b> 337220
<b>Document Name:</b> WV BLINDS	<b>Reason for Modification:</b> additional items purchased per attached invoice 3202017
<b>Document Description:</b> FURNISHINGS FOR JUSTICE WALKERS OFFICE	
<b>Procurement Type:</b> Agency Purchase Order	
<b>Buyer Name:</b> Linda Sue Racer Troy	
<b>Telephone:</b> (304) 558-0145	
<b>Email:</b> sue.troy@courtsww.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b>
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b>

<b>Vendor Customer Code:</b> 000000189776 WV BLINDS & SHUTTERS INC 1600 KANAWHA BLVD W STE 1601  CHARLESTON WV 25387  US <b>Vendor Contact Phone:</b> (304) 541-2001 <b>Extension:</b> <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Linda Sue Racer Troy <b>Requestor Phone:</b> (304) 558-0145 <b>Requestor Email:</b> sue.troy@courtsww.gov
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

INVOICE TO	SHIP TO
304-558-0145 WV SUPREME COURT OF APPEALS  BUILDING 1 ROOM E-100  1900 KANAWHA BLVD EAST  CHARLESTON WV 25305  US	304-558-0145 WV SUPREME COURT OF APPEALS  BUILDING 1 ROOM E-100  1900 KANAWHA BLVD EAST  CHARLESTON WV 25305  US

<b>Total Order Amount:</b>	<b>\$27,701.39</b>
----------------------------	--------------------

<b>DEPARTMENT AUTHORIZED SIGNATURE</b>  <b>SIGNED BY:</b> <b>DATE:</b> <b>ELECTRONIC SIGNATURE ON FILE</b>
------------------------------------------------------------------------------------------------------------------------

**Extended Description:**

Furnishing for Justice Walker's office.  
50% Deposit is required before order can be placed  
Balance due upon delivery

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	56101700	0.00000			\$27,701.39
Service From	Service To	Manufacturer	Model No	Delivery Date	
2017-05-24	2017-09-01				

**Commodity Line Description:** furnishings for Justice Walker's office

**Extended Description:**

Office furnishings and decorations for Justice Walker's Office.

SUP1700000009	<b>Document Phase</b> Final	<b>Document Description</b> FURNISHINGS FOR JUSTICE WALKERS OFFICE	<b>Page 3</b> of 3
---------------	--------------------------------	--------------------------------------------------------------------------	-----------------------

WV Blinds

# Invoice

DATE: 03/20/2017  
 INVOICE # 3202017  
 Customer Price/Walker

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

**BILL TO:**

Kimberly Ellis  
 West Virginia Supreme Court of Appeals  
 1900 Kanawha Boulevard East  
 Room E100  
 Charleston, WV 25305

**SHIP TO (if different):**

[kimberly.ellis@courtswv.gov](mailto:kimberly.ellis@courtswv.gov)

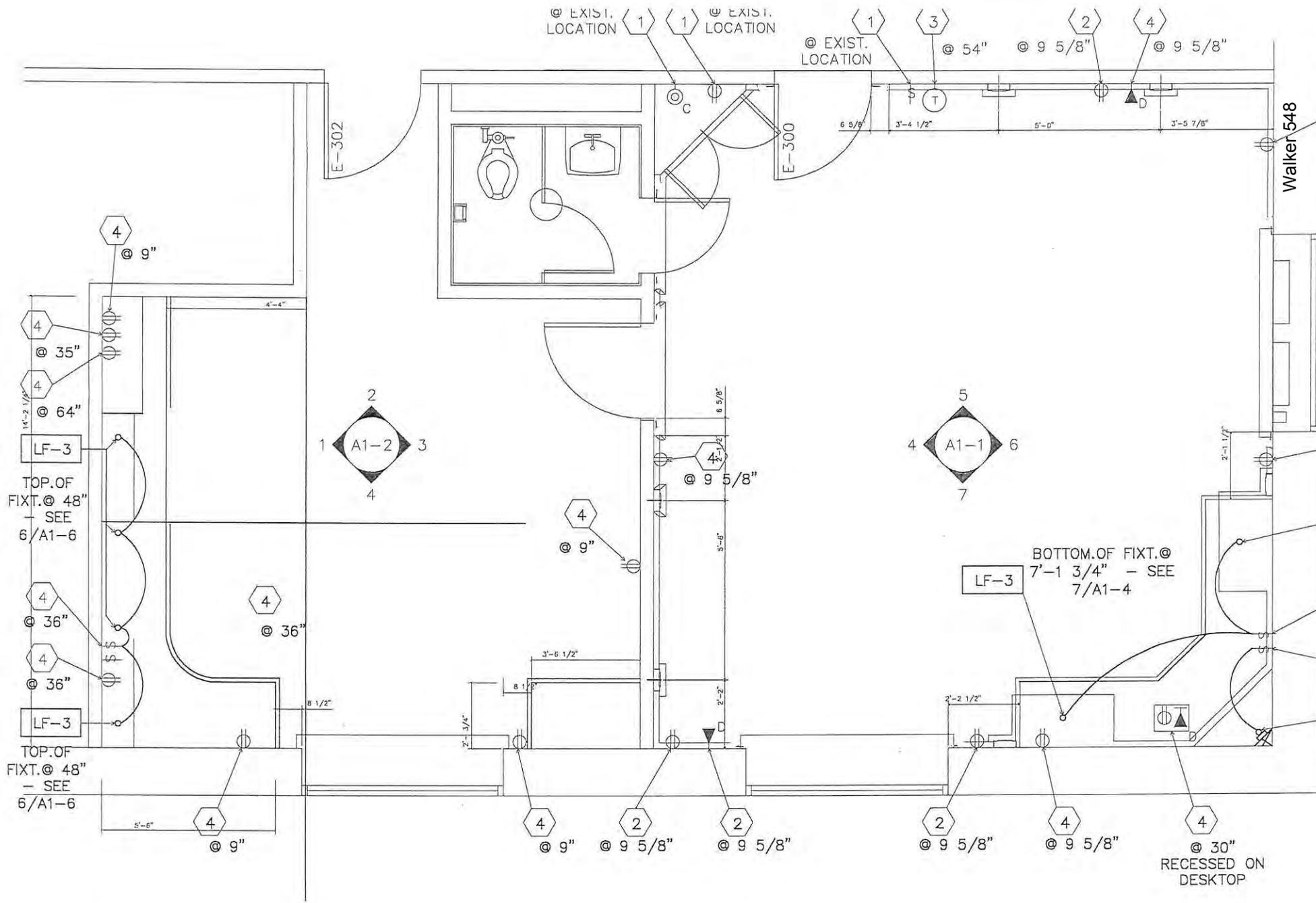
SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
V/Q	Custom Cornice	1	875.00	875.00
Anna French	Shima Coral AF2590	14	92.50	1,295.00
V/Q	Fabric Panels 108" X 106"	2	145.00	290.00
VQ	Lining Off White	14	12.99	181.86
Install	Install	1	150.00	150.00
Kirsch Rod	1225-025	1	74.99	74.99
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

Other Comments or Special Instructions  
**50% Deposit Is Required Before Order Can Be Placed**  
**Balance Due Upon Delivery**

SUBTOTAL	\$2,866.85
TAX RATE	0.000%
TAX	\$0.00
Freight	\$245.60
Paid	\$0.00
<b>TOTAL</b>	<b>\$3,112.45</b>

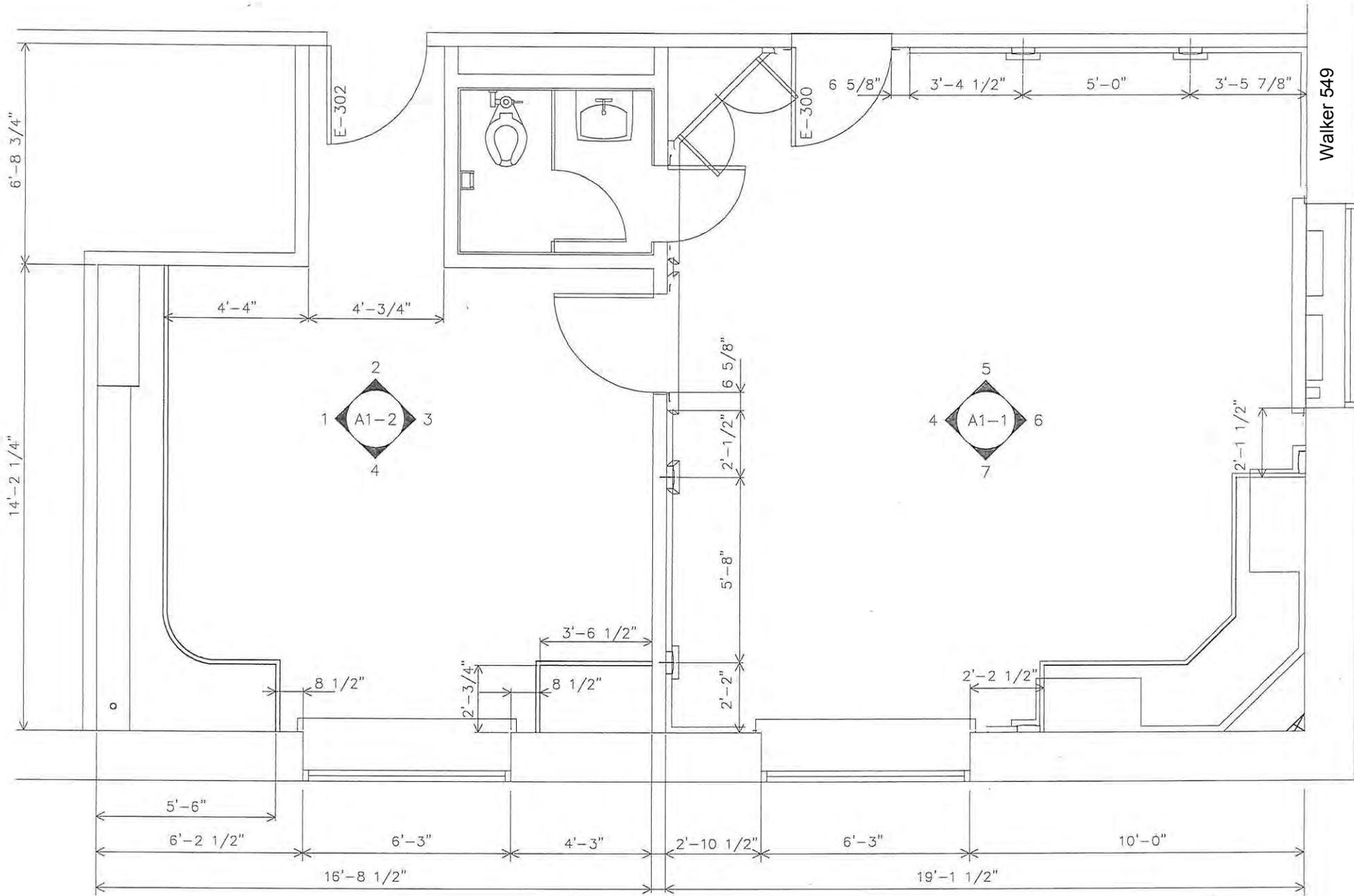
Thank You For Your Business!



1  
A1-1

JUSTICE WALKER — OFFICE SUITE FLOOR PLAN

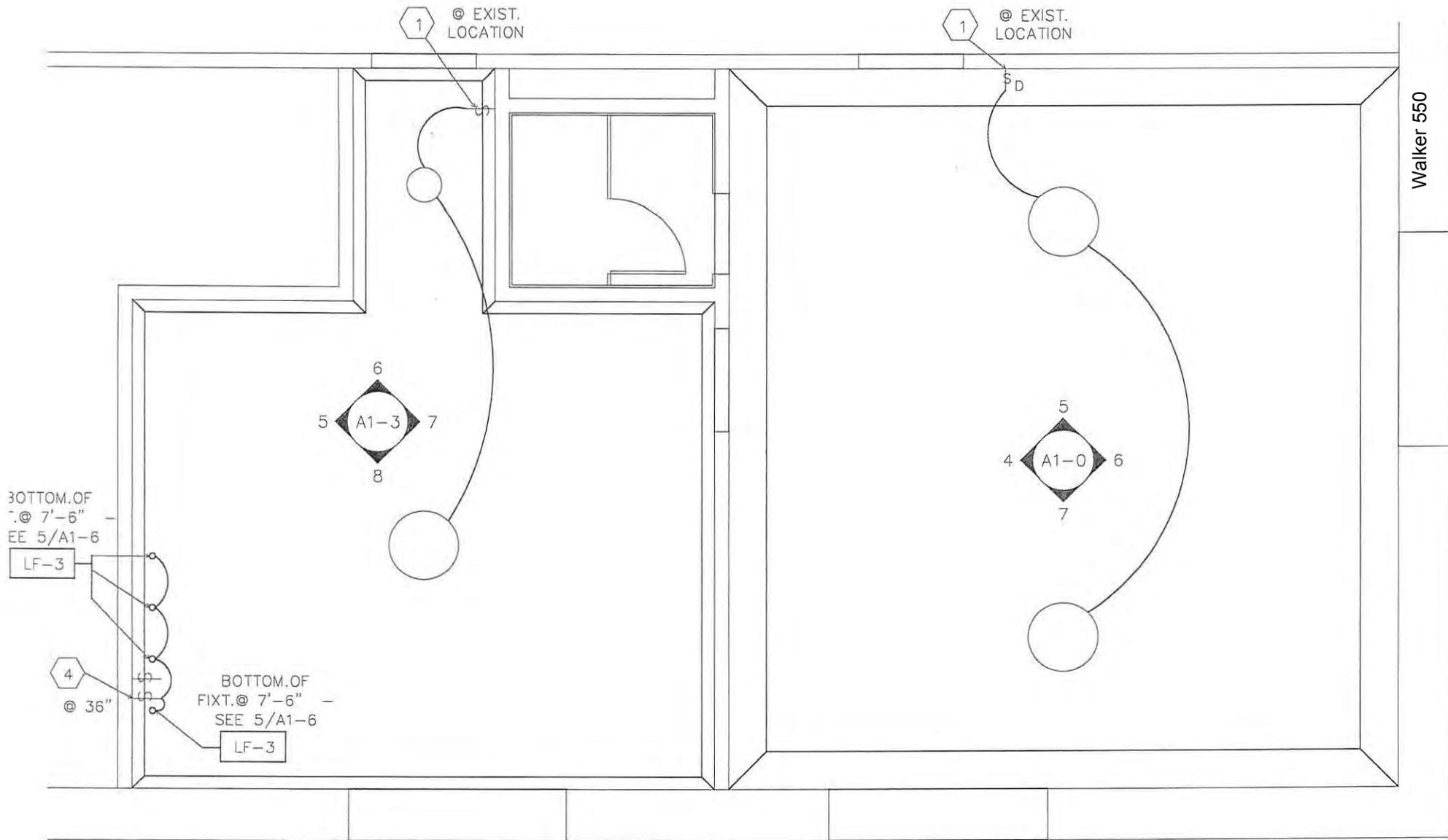
SCALE: 1/4" = 1'-0"



1  
A1-1

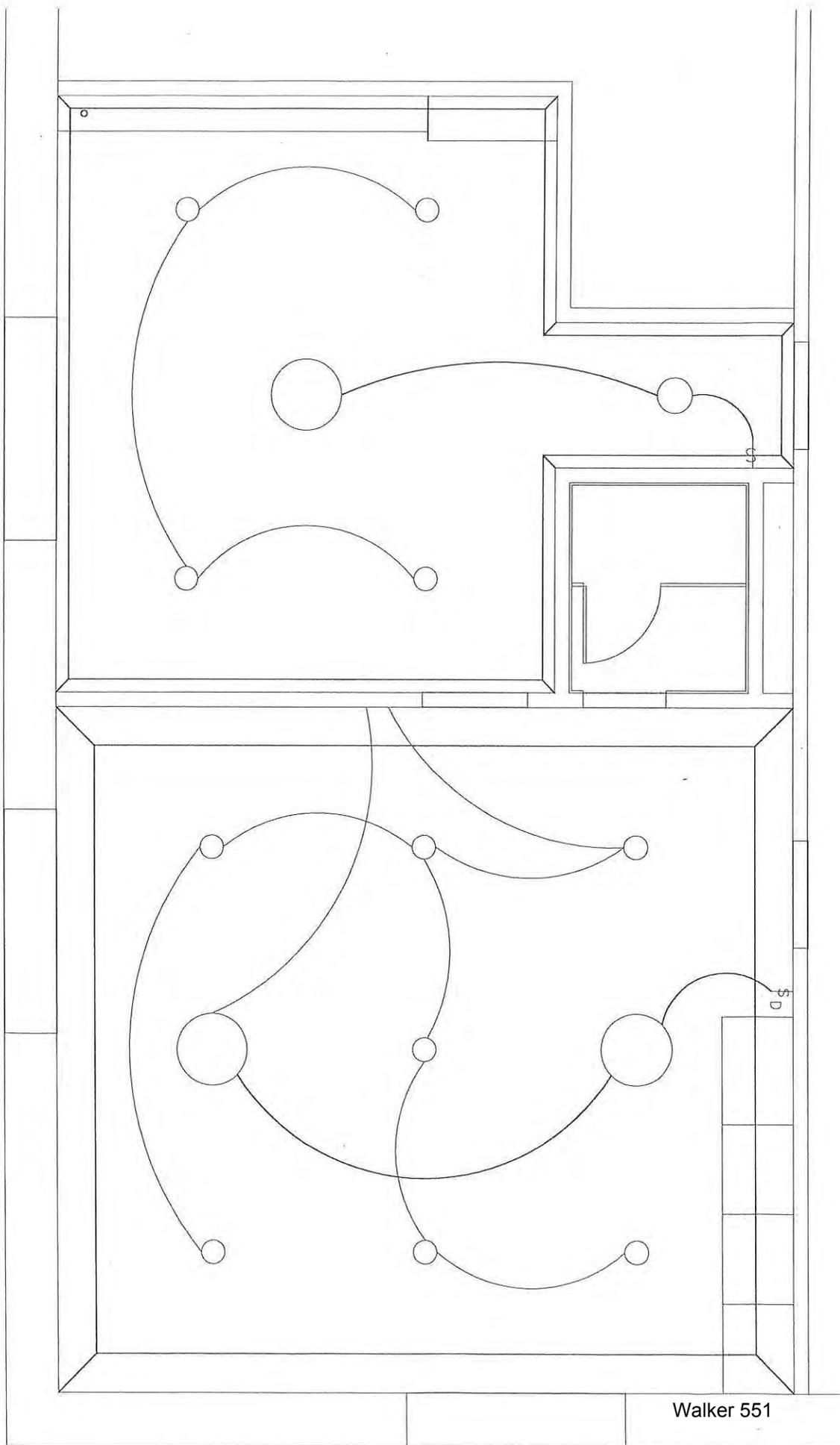
JUSTICE WALKER — OFFICE SUITE FLOOR PLAN

SCALE: 1/4" = 1'-0"



Walker 550

JUSTICE WALKER — OFFICE SUITE FLOOR PLAN  
 SCALE: 1/4" = 1'-0"



Walker 551

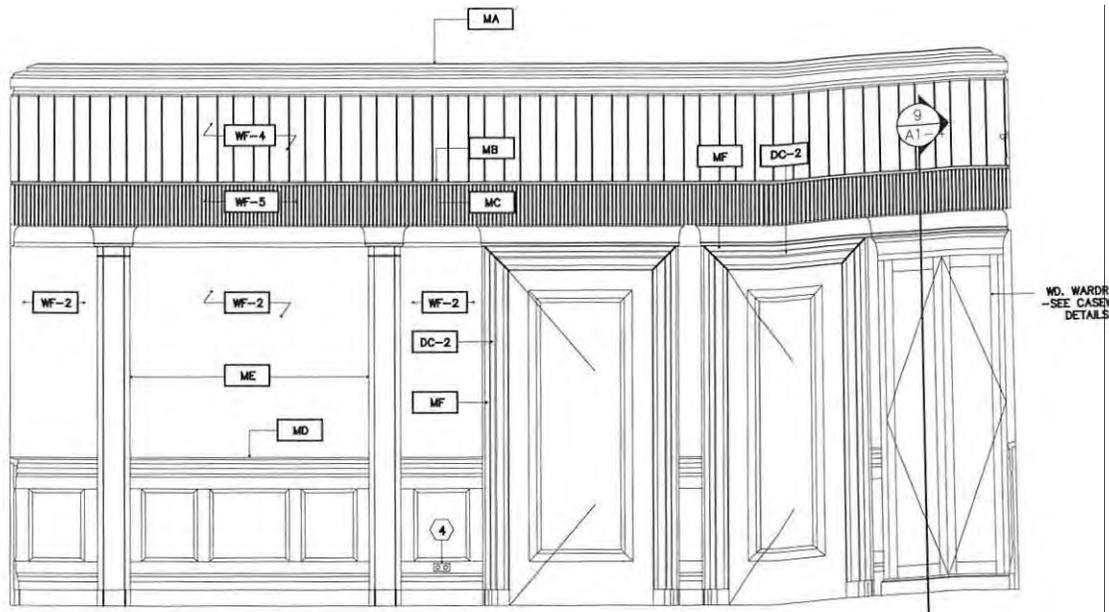
2

A1-1

JUSTICE WALKER - REFLECTED CEILING PLAN

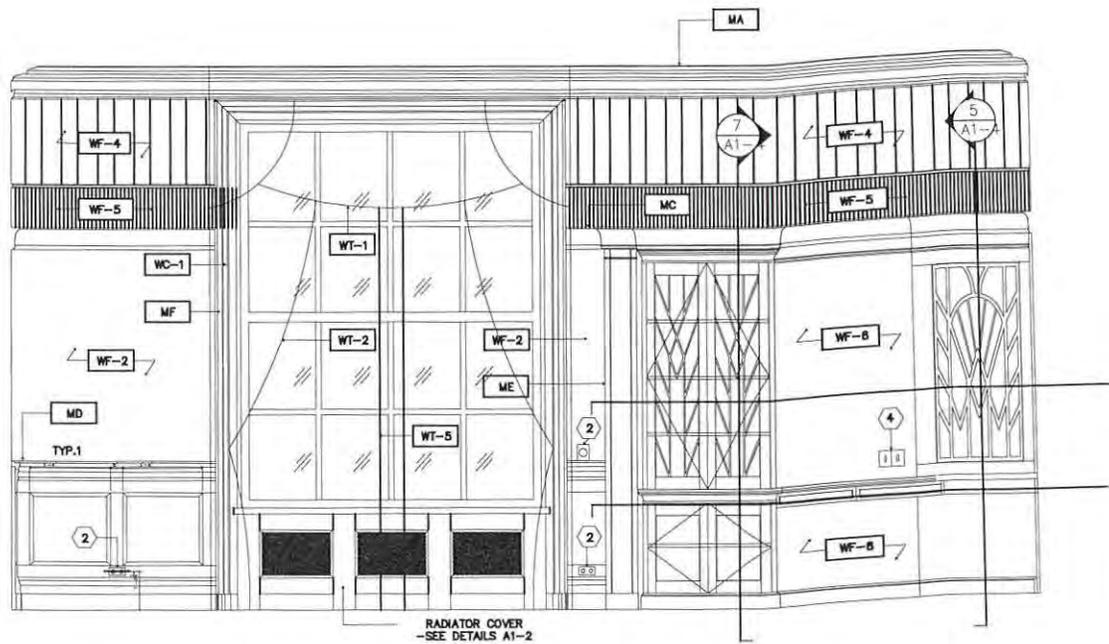
SCALE: 1/4" = 1'-0"

NEW



4 JUSTICE WALKER - EXISTING OFFICE ELEVATION  
 A1- SCALE: 1/2" = 1'-0"

EXISTING



6 JUSTICE WALKER - EXISTING OFFICE ELEVATION  
 A1- SCALE: 1/2" = 1'-0"

**Darin Fisher Designer Kitchens**  
1404 Kanawha Blvd. East  
Charleston, WV 25301

# Quote

Darin Fisher  
304-720-3451  
Darin@DFDKKitchens.com

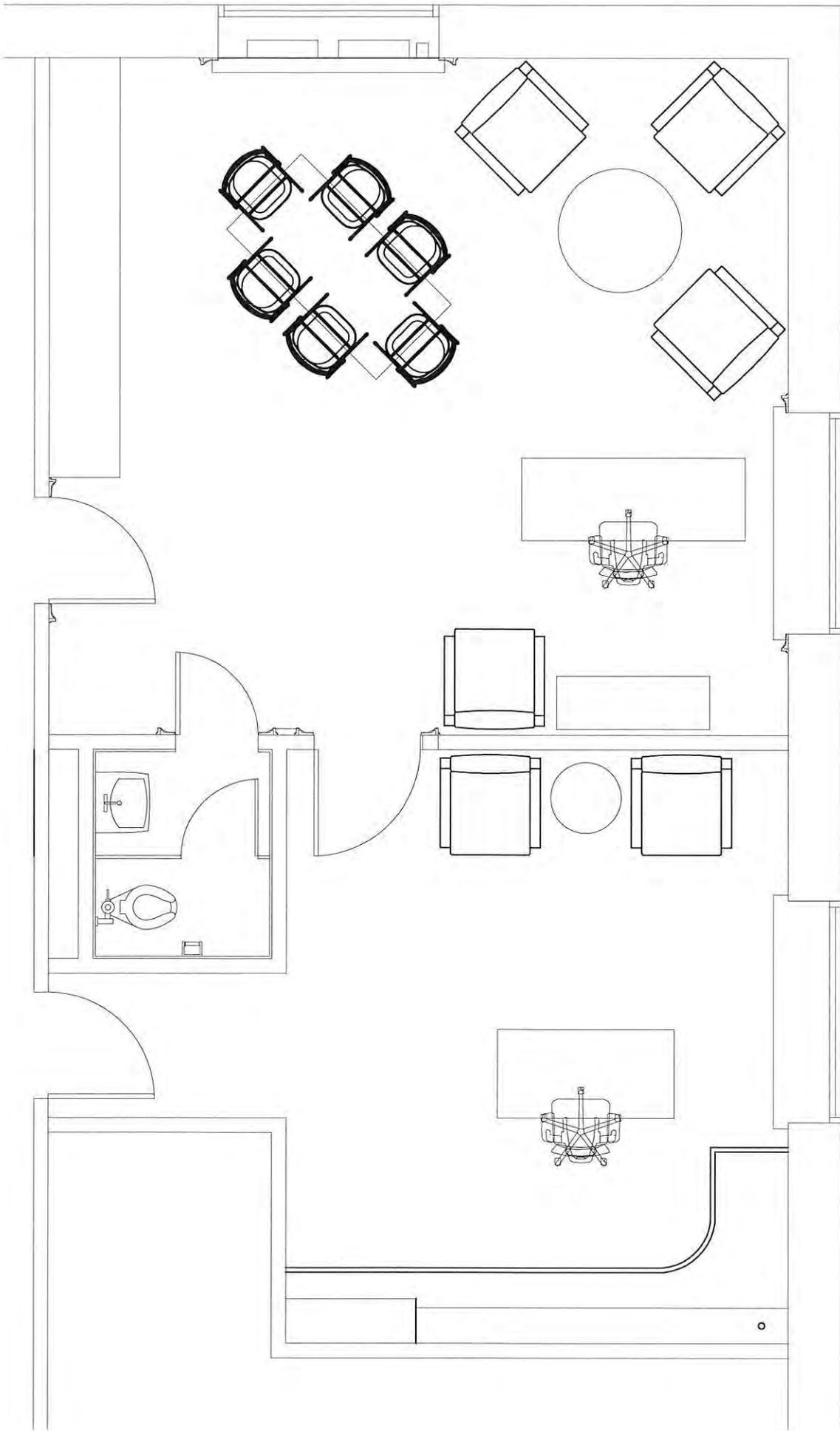
Date: 04/03/2017  
Quote No.: [Draft]  
Salesperson: Darin Fisher

**Bill To:**  
**Holley**  
Holley Price Interiors

Qty	Description	Unit Price	Total
1	Dynasty Plymouth Maple Oyster  <i>Cabinets</i>	\$7,382.00	\$7,382.00
		Subtotal	\$7,382.00
		7%	\$516.74
		<b>Total Amt</b>	<b>\$7,898.74</b>

**Policy:** All kitchens are customized for each customer. Darin Fisher Designer Kitchens will replace cabinets that are damaged or misordered.

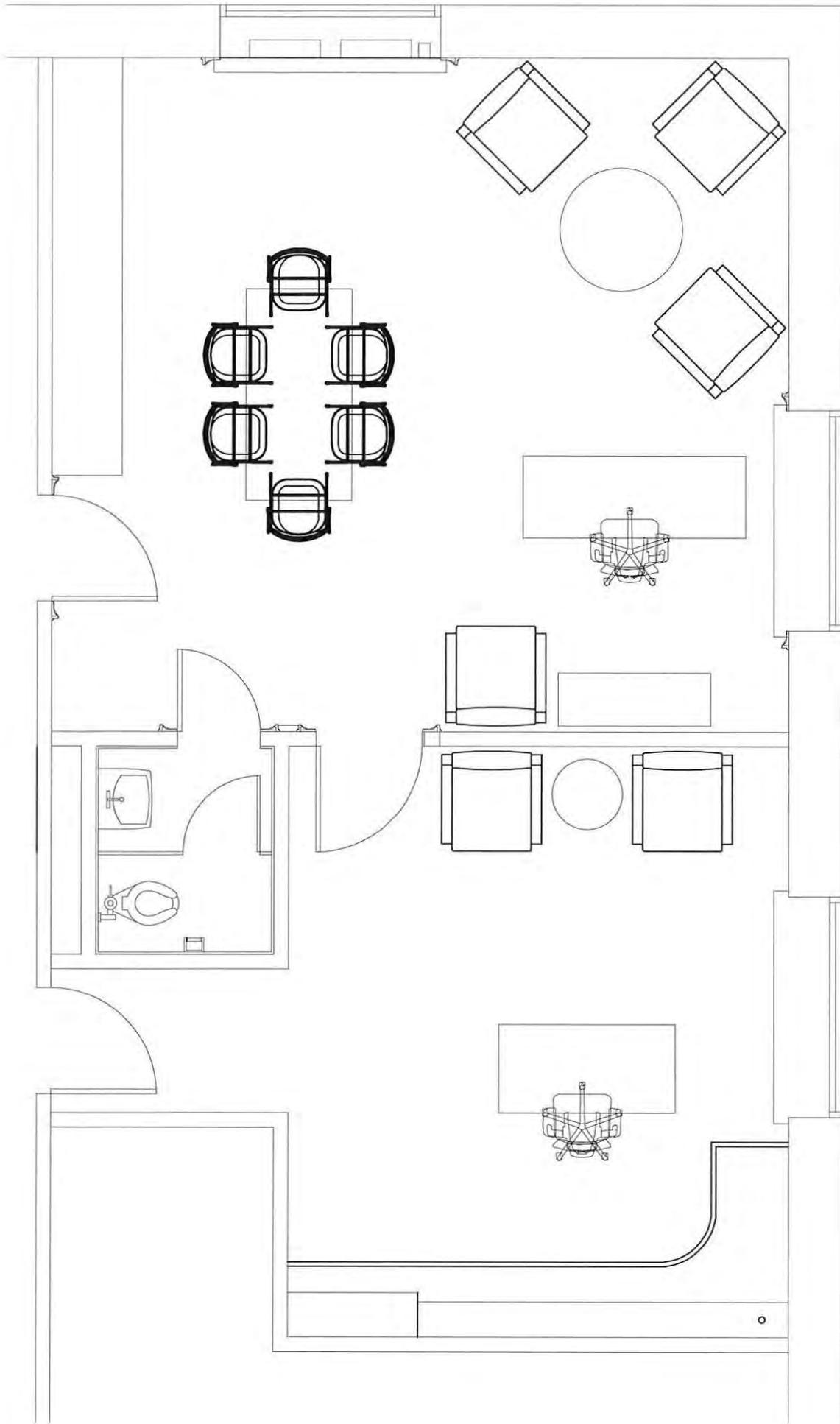
We strive to meet the customers' needs. Thank you for your business.



1 JUSTICE WALKER – OFFICE SUITE FLOOR PLAN

SCALE: 1/4" = 1'-0"

1  
A1-1



JUSTICE WALKER – OFFICE SUITE FLOOR PLAN

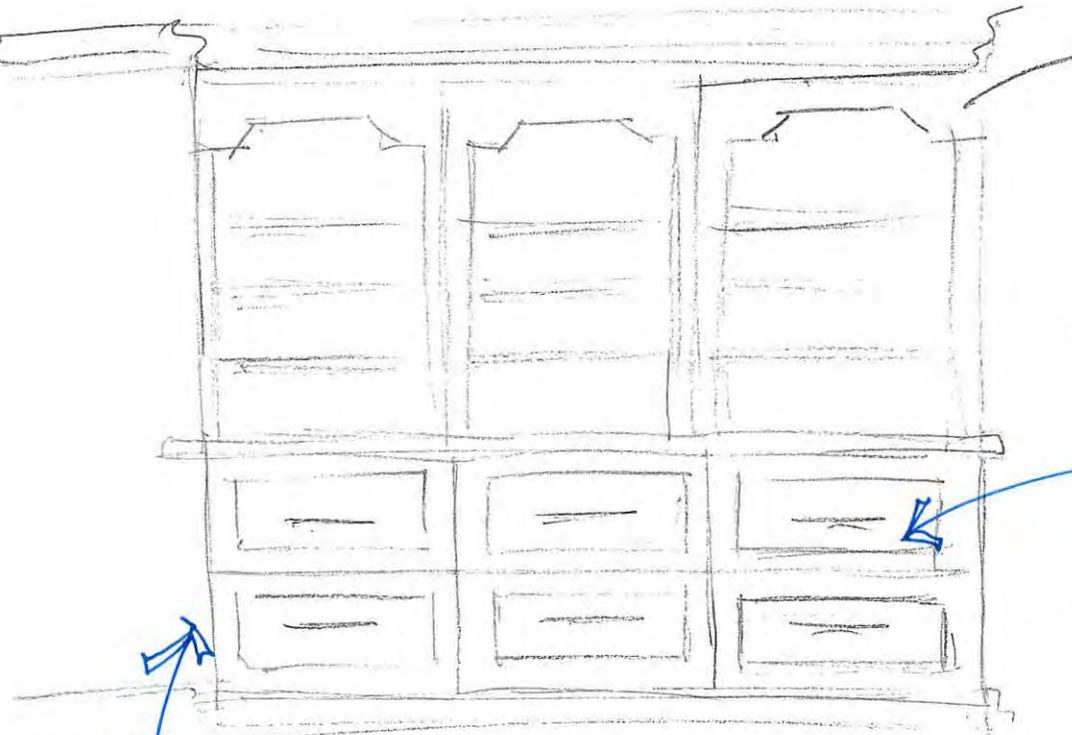
1  
A1-1

SCALE: 1/4" = 1'-0"

# BETH WALKER

* CAPRUM

STYLE  
K



30 x 60

96

file  
drawer  
inserts?

36

X  
BASE

30

30

30

Iteration  
showing  
doors of  
tall  
Cabinet



**WALNUT (walnut)**  
 Solid: 3-1/4", 4", 5" Widths; SolidPlus™ Engineered: 3-1/4", 5" Widths

Click on Thumbnail Swatch To View Feature Photo



## NATURAL BEAUTY MEANS NATURAL VARIATIONS

The patterns and color variations in a living tree are like all of nature—never repeated. Naturally occurring wood characteristics such as mineral streaks, knots, and variations in grain and color are not considered defects. Also, the color of your floor will change over time and with exposure to ultraviolet/natural light. As a result of these natural characteristics, the variation in electronically-viewed color representation, and the variations in printing, your newly installed Somerset floor will vary from samples or pictures shown.

# CHARACTER

Natural knots, markings and variations in grain and color give your space real character.

[PRINT](#)

[DOWNLOADS](#)

[Product Info Sheet](#)

[SpecData® Solid](#)  
[SpecData® Engineered](#)

### SOLID FLOORING

<b>THICKNESS:</b>	3/4" (nominal)
<b>WIDTHS:</b>	3-1/4", 4", 5"
<b>LENGTHS:</b>	Random up to 6-1/2'
<b>PROFILE:</b>	Eased Edge, Eased End
<b>FINISH:</b>	Ultimate™ UV-Cured Aluminum Oxide/Urethane
<b>LIMITED WARRANTY:</b>	50-Year Finish Wear; Lifetime Structural
<b>RESIDENTIAL:</b>	50-Year Finish Wear; Lifetime Structural
<b>COMMERCIAL:</b>	5-Year Finish Wear; Lifetime Structural

### SOLIDPLUS® ENGINEERED FLOORING

<b>THICKNESS:</b>	1/2" (nominal)
<b>WIDTHS:</b>	3-1/4", 5"
<b>CONSTRUCTION:</b>	3mm (nominal) Wear Layer, 8 Plies
<b>LENGTHS:</b>	Random up to 6-1/2'
<b>PROFILE:</b>	Eased Edge; Eased End
<b>FINISH:</b>	Ultimate™ UV-Cured Aluminum Oxide/Urethane
<b>LIMITED WARRANTY:</b>	50-Year Finish Wear; Lifetime Structural
<b>RESIDENTIAL:</b>	50-Year Finish Wear; Lifetime Structural
<b>COMMERCIAL:</b>	5-Year Finish Wear; Lifetime Structural

Click to Watch an Informational Video about Character Collection



[construction](#)
[warranty](#)
[installation](#)
[accessories](#)

### SOMERSET'S SOLID OR SOLIDPLUS®? IT'S A MATTER OF PREFERENCE...NOT APPEARANCE!



Whether you choose 3/4" solid or 1/2" SolidPlus® engineered construction, you'll enjoy the preferred look of solid, sawn flooring once installed. The sawn face of Somerset's 1/2" SolidPlus® engineered flooring is the same beautiful Appalachian hardwood as our traditional solid flooring. SolidPlus® engineered gives you the benefit of multi-layer, cross-grained construction for dimensional stability and installation flexibility—install virtually anywhere in your home, including the basement. It's also an

Walker 557

07/21/2017

Selection Approved:

Smith Floor Covering Distributors

1118 Smith Street

Charleston, WV 25301

Jenny Boggess

(304) 344-2493 ext. 2

Account # 2248

# SFC Selection Sheet

Dealer: HOLLEY PRICE

Customer Name: BETH WALKER

Dealer Contact: 304-421-1505

Home Phone: _____

Phone: _____

Work Phone: _____

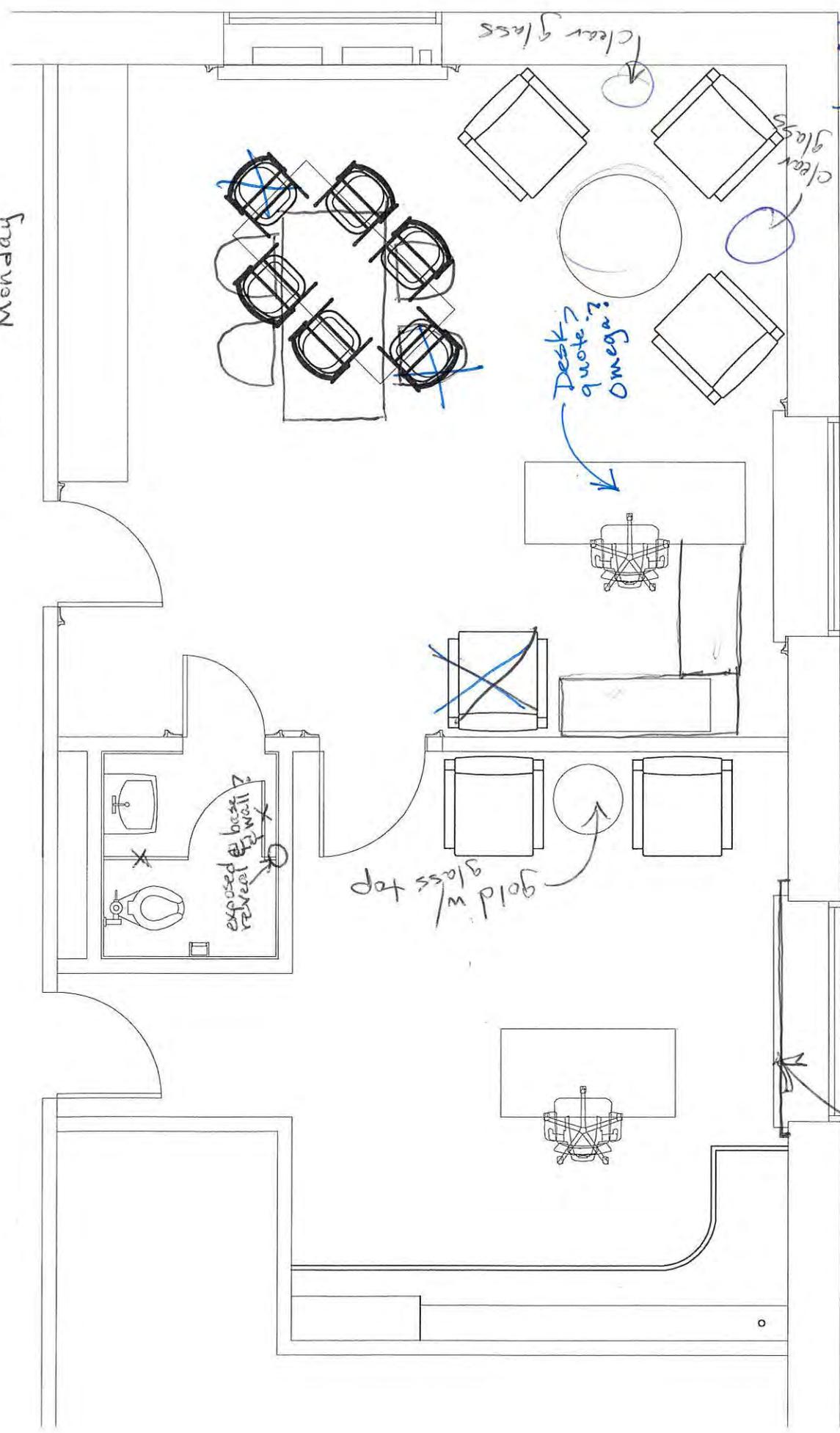
Fax: _____

Cell Phone: _____

Space	Location	Manufacturer	Size	Item #	Packaging	Price	Amount to Order	Comments
		Series	Color					
	FLOORS	SOMERSET	5" ENG	SOM-EP51WAE	40SF PER CTN	\$9.78SF	BW - 11 CARTONS, 440 SQ FT. (382.5' ACTUAL) \$4303.20 RECEIPT - 6 CARTONS, 240 SQ FT. (235.5' ACTUAL) \$2151.60	
		CHARACTER	WALNUT					
		TOPCU	1X2 HERRINGBONE	TOP-M771612	SF	\$25.72SF	33 SQ FT. (30' ACTUAL) \$848.76	
		MARBLE	BIANCO GIOIA					

Walker 558

Start date June 19th  
Monday



- ✓ * Incandescent lighting locations > switches
- ✓ * wood panels @ walls (details)?
- * built-in case work details & elevations?
- * wall finishes in Whitney's office?
- * window valance in Whitney's office?

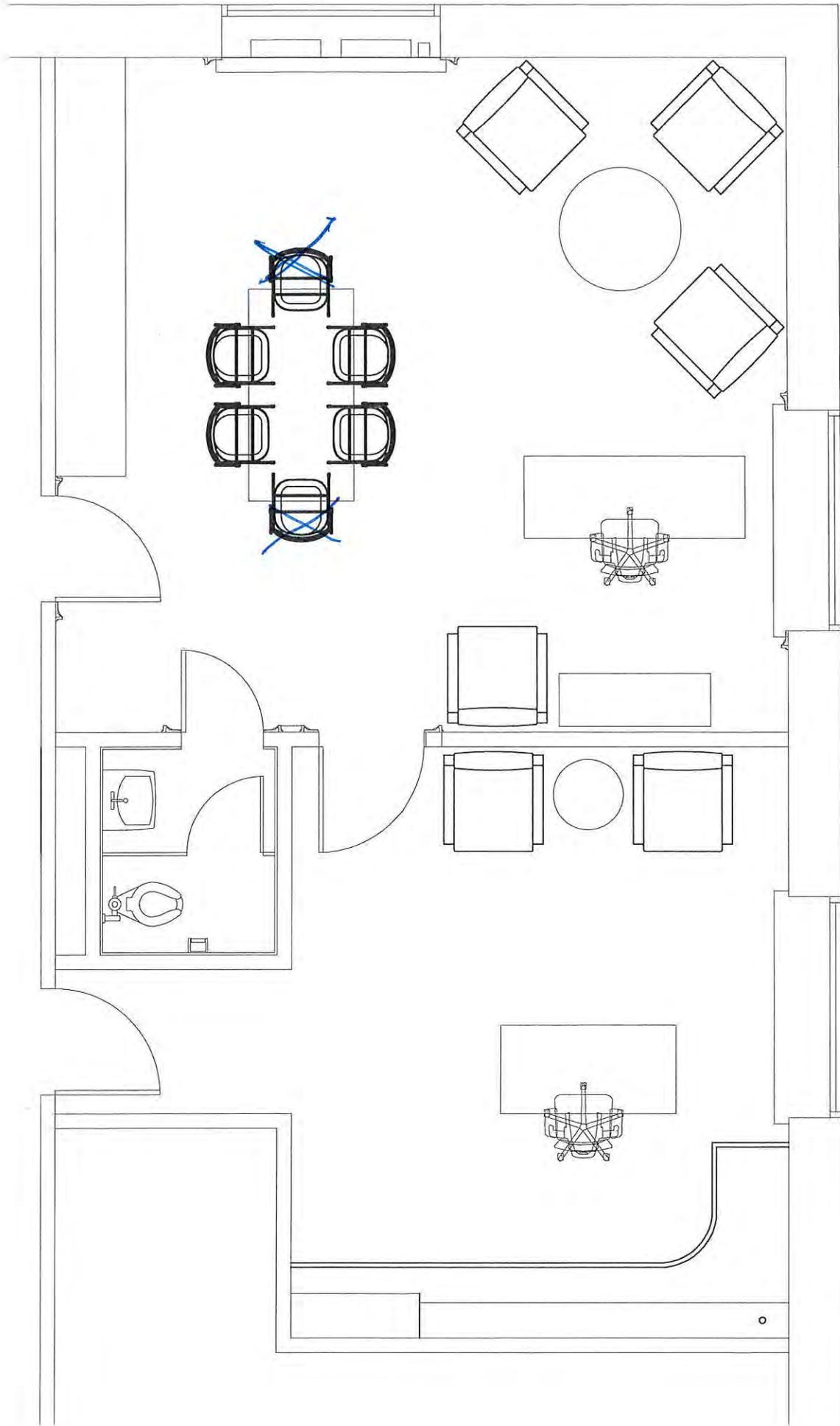
Custom valance  
* fabric selection  
needed

# 1 JUSTICE WALKER - OFFICE SUITE FLOOR PLAN

SCALE: 1/4" = 1'-0"

A1-1

* floor/base details



1 JUSTICE WALKER – OFFICE SUITE FLOOR PLAN

SCALE: 1/4" = 1'-0"

1  
A1-1

West Virginia Blinds

Invoice

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

DATE: 03/26/2017  
 INVOICE # 32617  
 Customer ID Price/Walker

**BILL TO:**  
 Price/Walker, Beth

**SHIP TO (if different):**

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	F.O.B.	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Bernhardt	Adella Round Chairside Table 366-108	1	450.00	450.00
				0.00
Freight		1	125.00	125.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00



**Other Comments or Special Instructions**

SUBTOTAL	\$575.00
TAX RATE	0.000%
TAX	\$0.00
S & H	\$0.00
Paid	\$0.00
<b>TOTAL</b>	<b>\$575.00</b>

*Thank You For Your Business!*

# West Virginia Blinds

# Invoice

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

DATE: 03/20/2017  
 INVOICE # 3200017  
 Customer ID Price/Walker

**BILL TO:**

Price/Walker, Beth

**SHIP TO (if different):**

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	F.O.B.	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Bernhardt	Lancaster B1411 COM Fabric	2	1,499.00	2,998.00
Thibaut	Anna french Key Stripe Cafe AW1374	15	137.00	2,055.00
Freight		2	68.50	137.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00



**Other Comments or Special Instructions**

B1411

SUBTOTAL	\$5,190.00
TAX RATE	0.000%
TAX	\$0.00
S & H	\$0.00
Paid	\$0.00
<b>TOTAL</b>	<b>\$5,190.00</b>

*Thank You For Your Business!*

West Virginia Blinds



1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

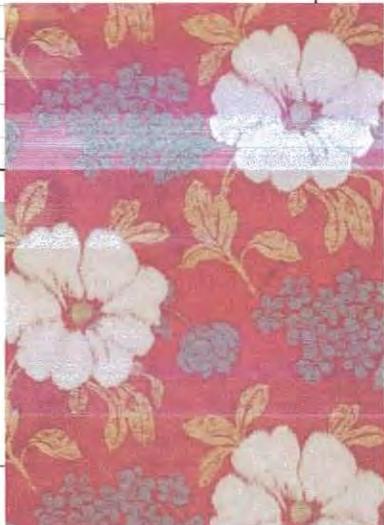
DATE: 03/22/2017  
 INVOICE # 3222017  
 Customer ID Price/Walker

**BILL TO:**  
 Price/Walker, Beth

**SHIP TO (if different):**

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	F.O.B.	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Thibaut	Rue de Seine Embroidery Cream on Berry AF7869	2	150.99	301.98
V/Q	14"x18" Pillows	3	75.00	225.00
V/Q	90/10 Down Inserts	3	16.00	48.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00



Other Comments or Special Instructions

SUBTOTAL	\$574.98
TAX RATE	0.000%
TAX	\$0.00
S & H	\$0.00
Paid	\$0.00
<b>TOTAL</b>	<b>\$574.98</b>

*Thank You For Your Business!*

West Virginia Blinds

Invoice

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

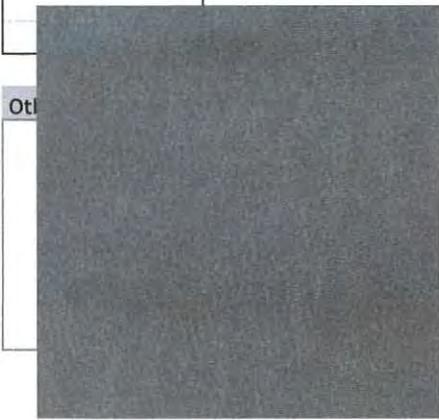
DATE: 03/22/2017  
 INVOICE # 3222017  
 Customer ID Price/Walker

**BILL TO:**  
 Price/Walker, Beth

**SHIP TO (if different):**

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	F.O.B.	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Bernhardt	N1808 Delano Chair Leather 254-010L6	3	1,940.00	5,820.00
Freight	Freight	1	125.00	125.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00



SUBTOTAL	\$5,945.00
TAX RATE	0.000%
TAX	\$0.00
S & H	\$0.00
Paid	\$0.00
<b>TOTAL</b>	<b>\$5,945.00</b>

*Thank You For Your Business!*



# West Virginia Blinds

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818



DATE: 03/22/2017  
 INVOICE # 3222017  
 Customer ID Price/Walker

**BILL TO:**

Price/Walker, Beth

**SHIP TO (if different):**

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	F.O.B.	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Bernhardt	Geneva Round Cocktail Table 353-008 Base	1	925.00	925.00
Bernhardt	Geneva Round Cocktail glass top 998-044	1	110.00	110.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

**Other Comments or Special**



SUBTOTAL	\$1,035.00
TAX RATE	0.000%
TAX	\$0.00
S & H	\$0.00
Paid	\$0.00
<b>TOTAL</b>	<b>\$1,035.00</b>

*Thank You For Your Business!*

West Virginia Blinds

Invoice

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

DATE: 03/22/2017  
 INVOICE # 3222017  
 Customer ID Price/Walker

**BILL TO:**  
 Price/Walker, Beth

**SHIP TO (if different):**

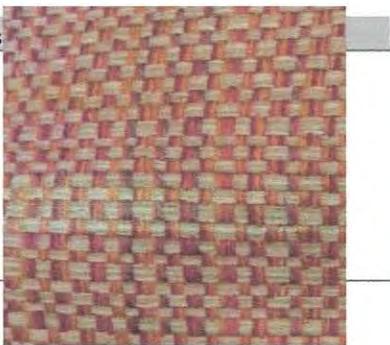
SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	F.O.B.	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Bernhardt	360-X66 Miramont Chair	6 / 4	775.00	4,650.00
Thibaut	Mosaic W80491	12	98.00	1,176.00
Freight		1	125.00	125.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

*Handwritten mark*

*Handwritten mark*

Other Comments



SUBTOTAL	\$5,951.00
TAX RATE	0.000%
TAX	\$0.00
S & H	\$0.00
Paid	\$0.00
<b>TOTAL</b>	<b>\$5,951.00</b>

Thank You For Your Business!

# Central Glass Company of Charleston Inc

# Invoice

517 Russell Street  
Charleston, WV 25302

WV000107

Date	Invoice #
5/12/2017	36909

Phone #  
(304) 343-5669

Fax #  
(304) 343-5672

Bill To	Ship To
West Virginia Supreme Court of Appeals Kimberly Ellis Building One, Room E-100 1900 Kanawha Blvd., East Charleston, WV 25305	WV Supreme Court Justice Walker's Office Charleston, WV

P.O. No.	Terms	Due Date	Ship Date
Kim Ellis	Due on Receipt	5/12/2017	5/12/2017

Description

Furnish and deliver two 1/4" tabletops with polished edges.

**FILE COPY**

I CERTIFY THAT THE ABOVE MERCHANDISE  
WAS RECEIVED IN GOOD CONDITION AND  
CONFORMED TO SPECIFICATIONS.

DATE 05/12/17  
SIGNED Kim Ellis

Remit To: Central Glass Co of Charleston, Inc P.O. Box 6340 Charleston, WV 25362  We accept Discover, Mastercard, Visa, American Express	<b>Subtotal</b>	\$931.22
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$931.22
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$931.22



1537 4th Ave.  
 Charleston, WV 25387-  
 Phone: 304-345-8750  
 Fax: 304-345-8752

Invoice Date: 5/12/2017 12:04:02 PM

Customer Service Rep: Danna Price

Customer: Phone: Job: Justice Walker PO:  
 Fax: 1900 Kanawha Boulevard East, Room E100  
 Home Phone: Charleston, WV -  
 Cell: (304) 421-1505 Phone: Home Phone:  
 Fax: Cell:

Sold To: Price Interiors  
 209 W Washington Street  
 Charleston, WV 25302

Payment Terms: Upon Completion

Notes

Countertop: Granite Negresco 144 3/4 X 25 1/2 @ 3 cm  
 Countertop: Granite Negresco 66 3/4 X 25 1/2 @ 3 cm

SubTotal	\$2,846.00
Taxes	\$0.00
Total	\$2,846.00
Payments	\$1,423.00
Balance	\$1,423.00

Notes: ** Balance of \$1423 due upon completion.

**Warranty:** As Defined in the Bailes customer work order packet.

This warranty does not cover the characteristics of natural stone such as: variations in color, vein appearance or size, crystal structure, surface or edge resin fill, mineral formation, surface texture or fissures. This warranty does not cover physical or chemical damage.

This warranty is registered and in effect upon final payment and installation completion.

BAILLES GRANITE & MARBLE  
 1537 4TH AVE  
 CHARLESTON, WV 25387

**SALE**

Store: 4616 Term: 9401  
 REF#: 00000001  
 Batch #: 490 RRN: 715617414730  
 06/05/17 13:33:43  
 Trans ID: 387156632237869  
 APPR CODE: 030126  
 VISA *****3371  
 Chip  
 **/**

**AMOUNT \$1,423.00**

APPROVED

CITI VISA  
 AID: A0000000031010  
 TVR: 00 80 00 80 00  
 TSI: F8 00

CUSTOMER COPY

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
Bailes Company Inc.

**2** Business name/disregarded entity name, if different from above  
Bailes Granite and Marble

**3** Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ _____

C Corporation     S Corporation     Partnership     Trust/estate

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) _____  
 Exemption from FATCA reporting code (if any) _____  
*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.)  
1537 4th Avenue

**6** City, state, and ZIP code  
Charleston, WV 25387

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	Employer identification number
	55 - 0670418

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here**    Signature of U.S. person ▶ Mega Casper    Date ▶ 4/26/17

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





1537 4th Ave.  
 Charleston, WV 25387-  
**Phone:** 304-345-8750  
**Fax:** 304-345-8752

# Invoice

## 26234

Invoice Date: 5/12/2017 12:04:02 PM

**Customer Service Rep:** Danna Price

<b>Customer:</b>	<b>Phone:</b>	<b>Job:</b>	Justice Walker	<b>PO:</b>
	<b>Fax:</b>		1900 Kanawha Boulevard East, Room E100	
	<b>Home Phone:</b>		Charleston, WV -	
	<b>Cell:</b> (304) 421-1505	<b>Phone:</b>		<b>Home Phone:</b>
		<b>Fax:</b>		<b>Cell:</b>

**Sold To:** Price Interiors  
 209 W Washington Street  
 Charleston, WV 25302

Payment Terms: Upon Completion

Notes	Group Total	SubTotal	\$1,423.00
Countertop: Granite Negresco 144 3/4 X 25 1/2 @ 3 cm	\$1,423.00	<b>Taxes</b>	\$0.00
Countertop: Granite Negresco 66 3/4 X 25 1/2 @ 3 cm		<b>Total</b>	\$1,423.00
50% Deposit Due		<b>Payments</b>	\$0.00
		<b>Balance</b>	\$1,423.00

Notes: ** Balance of \$1423 due upon completion.

**Warranty:** As Defined in the Bailes customer work order packet.

This warranty does not cover the characteristics of natural stone such as: variations in color, vein appearance or size, crystal structure, surface or edge resin fill, mineral formation, surface texture or fissures. This warranty does not cover physical or chemical damage.

This warranty is registered and in effect upon final payment and installation completion.



1537 4th Ave.  
 Charleston, WV 25387-  
 Phone: 304-345-8750  
 Fax: 304-345-8752

# Quote 26234

4/3/2017

Customer Service Rep: Danna Price

<b>Customer:</b>	<b>Phone:</b>	<b>Job:</b>	Justice Walker	<b>PO:</b>
	<b>Fax:</b>		1900 Kanawha Boulevard East, Room E100	
	<b>Home Phone:</b>		Charleston, WV -	
	<b>Cell:</b>	(304) 421-1505	<b>Phone:</b>	<b>Home Phone:</b>
			<b>Fax:</b>	<b>Cell:</b>

Quote To: Price Interiors  
 209 W Washington Street  
 Charleston, WV 25302



Notes

Countertop: Granite Negresco 144 3/4 X 25 1/2 @ 3 cm  
 Countertop: Granite Negresco 66 3/4 X 25 1/2 @ 3 cm

SubTotal	\$2,846.20
Taxes	\$0.00
<b>Total</b>	<b>\$2,846.20</b>

**Disclaimer:** Lead times and service dates are not guaranteed, but are "in good faith" estimates.

Natural stone has many variations in color, crystal structure, mineral formation and texture. Customers will be able to see and feel fissures and other natural differences in the stone's surface texture. These differences are not considered flaws, but rather signatures of authenticity. Customers are encouraged to view and feel the whole slab before fabrication begins, and can reject material only at that time. This price is for this material listed only. Changes in material amounts can change the price.

Seams will be created and located as necessary by the templater and/or the fabrication shop.

**** 50% deposit required to initiate order ****

**Exclusions:** This quote does not include the removal of existing tops, plumbing, electrical work, or electrical outlet cut outs in backsplashes unless otherwise noted.

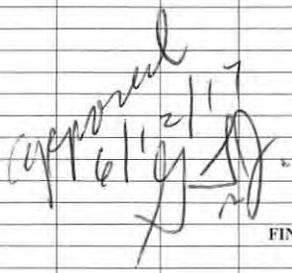
The balance is due upon completion of the work. Any discounts extended will not be valid should customer fail to pay in a timely manner.

**Warranty:** As Defined in the Bailes customer work order packet.

This warranty does not cover the characteristics of natural stone such as: variations in color, vein appearance or size, crystal structure, surface or edge resin fill, mineral formation, surface texture or fissures. This warranty does not cover physical or chemical damage.

This warranty is registered and in effect upon final payment and installation completion.

OVAL CONSTRUCTION MANAGEMENT										
Charleston, WV										
347-8820										
Job Name: Supreme Court - Justice Walker's Office Renovation										
Location: Charleston WV										
Date: 6/12/17										
ITEM NO.	CSI FORMAT SUMMARY						oval labor	mat'l & rnt'l eqp.	subs	total \$\$\$
O1	General Conditions						760	1,575	0	2,335
O2	Excavation & Sitework						3,240	0	0	3,240
O3	Concrete						0	0	0	0
O4	Masonry						0	0	0	0
O5	Metals						0	0	0	0
O6	Wood & Plastics						3,828	2,064	0	5,892
O7	Moisture & Thermal Protection						180	180	0	360
O8	Doors & Windows						200	0	0	200
O9	Finishes						2,906	80	9,920	12,906
O10	Specialties						0	0	0	0
O11	Equipment						0	0	0	0
O12	Furnishings						0	0	0	0
O13	Special Construction						0	0	0	0
O14	Elevators						0	0	0	0
O15	Mechanical						0	0	1,650	1,650
O16	Electrical						0	0	8,800	8,800
	<b>Subtotal</b>						<b>11,114</b>	<b>3,899</b>	<b>20,370</b>	<b>35,383</b>
90060	Direct Labor Burden	28.0%								3,112
90010	Small Tools	1.5%								167
90515	Material Sales Tax	7.0%								273
90030	Builder's Risk Insurance	none								0
90015	Contractors Liability Insurance	form								844
90500	Building Permit	none								0
90100	Performance & Payment Bond	none								0
90510	City B&O Tax	2.00%								884
90600	Architectural/Engineer Fees	none								0
90650	Consultant Expense	none								0
90005	Union fringe benefits	none								0
90800	Oval Construction's Fee	8.00%								3,536
90700	Contingency	0.00%								0
90035	Owner's Allowance	none								0
	<b>TOTAL</b>	<b>&gt;&gt;&gt;&gt;</b>								<b>44,199</b>
										<b>FINAL BUDGET 44,200</b>
QUALIFICATIONS:										
O1	GENERAL CONDITIONS	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total \$\$\$
01041	Supervision	working	0	2000.00	0.00	0.00	0	0	0	0
01300	Blueprints	none	0	0.00	0.00	0.00	0	0	0	0
01390	Miscellaneous & Expendables	allow	1	0.00	75.00	0.00	0	75	0	75
01400	Field Eng & Layout	none	0	0.00	0.00	0.00	0	0	0	0
01405	Soils Testing	none	0	0.00	0.00	0.00	0	0	0	0
01410	Concrete Testing	none	0	0.00	0.00	0.00	0	0	0	0
01415	Asbestos Testing	none	0	0.00	0.00	0.00	0	0	0	0
01420	Lead Paint Testing	none	0	0.00	0.00	0.00	0	0	0	0
01425	Mold Testing	none	0	0.00	0.00	0.00	0	0	0	0
01500	Mobilization	allow	1	200.00	200.00	0.00	200	200	0	400
01510	Temp Water Bill	none	0	0.00	0.00	0.00	0	0	0	0
01511	Temp Gas Well	none	0	0.00	0.00	0.00	0	0	0	0
01512	Temp Electric Bill	none	0	0.00	0.00	0.00	0	0	0	0
01513	Cell Phones & Pagers	mo	1	0.00	100.00	0.00	0	100	0	100
01517	Drinking Water	none	0	0.00	0.00	0.00	0	0	0	0
01520	Temporary Toilets	none	0	0.00	0.00	0.00	0	0	0	0
01522	Temporary Fencing	none	0	0.00	0.00	0.00	0	0	0	0
01525	Barricades	none	0	0.00	0.00	0.00	0	0	0	0
01560	Dust Partitions	none	0	0.00	0.00	0.00	0	0	0	0
01570	Dumpsters	pulls	2	0.00	600.00	0.00	0	1,200	0	1,200
01575	Project Sign	none	0	0.00	0.00	0.00	0	0	0	0
01576	Project Sign Material	none	0	0.00	0.00	0.00	0	0	0	0
01580	Job Trailers	none	0	0.00	0.00	0.00	0	0	0	0
01590	General Labor	mh	8	45.00	0.00	0.00	360	0	0	360
01595	Final Cleanup	sf	800	0.25	0.00	0.00	200	0	0	200
	<b>Subtotal</b>						<b>760</b>	<b>1,575</b>	<b>0</b>	<b>2,335</b>

*Approved 6/12/17*  


O2	EXCAVATION & SITEWORK	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS		
			0	0.00	0.00	0.00	0	0	0	0		
02050	Site Demolition	none	0	0.00	0.00	0.00	0	0	0	0		
02060	Select Building Demolition Lab	mh	72	45.00	0.00	0.00	3,240	0	0	3,240		
02061	Sitework	none	0	0.00	0.00	0.00	0	0	0	0		
							0	0	0	0		
	Subtotal						3,240	0	0	3,240		
O3	CONCRETE	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS		
							0	0	0	0		
03200	Concrete	none	0	0.00	0.00	0.00	0	0	0	0		
							0	0	0	0		
	Subtotal						0	0	0	0		
O4	MASONRY	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS		
							0	0	0	0		
04200	Unit Masonry Subcontractor	none	0	0.00	0.00	0.00	0	0	0	0		
04210	Hearth / Mantle	none	0	0.00	0.00	0.00	0	0	0	0		
04400	Marble Window Stools	none	0	0.00	0.00	0.00	0	0	0	0		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
	Subtotal						0	0	0	0		
O5	METALS	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS		
							0	0	0	0		
05100	Steel	none	0	0.00	0.00	0	0	0	0	0		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
	Totals						0	0	0	0		
O6	WOOD & PLASTICS	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS		
							0	0	0	0		
06050	Rough Hardware Material	allow	1	0.00	100.00	0.00	0	100	0	100		
06100	Wood Blocking	allow	1	200.00	50.00	0.00	200	50	0	250		
06200	Wood Wainscot Allowance	sf	160	10.00	10.00	0.00	1,600	1,600	0	3,200	Brian Pell	
06201	Build closet	mh	12	50.00	0.00	0.00	600	0	0	600		
06202	Baseboard	lf	157	4.00	2.00	0.00	628	314	0	942		
06250	Install Cabinetry Main Office	mh	16	50.00	0.00	0.00	800	0	0	800		
06251	Cabinetry	by owner	0	0.00	0.00	0.00	0	0	0	0		
06252	Admin Office Cabinetry & tops	by owner	0	0.00	0.00	0.00	0	0	0	0		
06300	Cabinets & Top Labor	unknown	0	0.00	0.00	0.00	0	0	0	0		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
	Subtotal						3,828	2,064	0	5,892		

O7	THERMAL & MOISTURE	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS		
							0	0	0	0		
07152	Vapor Barrier Material	sf	800	0.10	0.10	0.00	80	80	0	160		
07180	Water Repellants	none	0	0.00	0.00	0.00	0	0	0	0		
07185	Underslab Insulation	none	0	0.00	0.00	0.00	0	0	0	0		
07210	Building Insulation	none	0	0.00	0.00	0.00	0	0	0	0		
07252	Fireproofing	none	0	0.00	0.00	0.00	0	0	0	0		
07600	Sheet Metal Flashing	none	0	0.00	0.00	0.00	0	0	0	0		
07900	Joint Sealant Labor	allow	1	100.00	100.00	0.00	100	100	0	200		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
	Subtotal						180	180	0	360		
O8	DOORS & WINDOWS	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS		
							0	0	0	0		
08100	Hollow Metal Doors & Frame Lab	none	0	0.00	0.00	0.00	0	0	0	0		
08101	Hollow Metal Doors & Frame Mat	none	0	0.00	0.00	0.00	0	0	0	0		
08102	Hollow Metal Doors & Frame Sub	none	0	0.00	0.00	0.00	0	0	0	0		
08200	Wood Doors Labor	allow	1	200.00	0.00	0.00	200	0	0	200		
08201	Wood Doors Material	none	0	0.00	0.00	0.00	0	0	0	0		
08300	Access Panel	none	0	0.00	0.00	0.00	0	0	0	0		
08600	Wood Windows	none	0	0.00	0.00	0.00	0	0	0	0		
08700	Door Hardwar Material	by Owner	0	0.00	0.00	0.00	0	0	0	0		
08800	Glazing	none	0	0.00	0.00	0.00	0	0	0	0		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
	Subtotal						200	0	0	200		
O9	FINISHES	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS		
							0	0	0	0		
09200	Vitrolite panels labor	allow	1	350.00	0.00	0.00	350	0	0	350		
09200	Vitrolite panels material	by owner	0	0.00	0.00	0.00	0	0	0	0		
09300	Ceramic/Quarry Tile Subcontrac	sf	37.8189	20.00	0.00	0.00	756	0	0	756		
09500	Ceramic tile materials	by owner	0	0.00	0.00	0.00	0	0	0	0		
09550	Accoustical Ceilings	none	0	0.00	0.00	0.00	0	0	0	0		
09665	Resilient Base	none	0	0.00	0.00	0.00	0	0	0	0		
09680	Carpet	none	0	0.00	0.00	0.00	0	0	0	0		
09700	Wood Flooring Install	mh	32	50.00	0.00	0.00	1,600	0	0	1,600		
09701	Flooring trim around doors	lf	20	10.00	4.00	0.00	200	80	0	280		
09900	Painting Subcontract	bid	1	0.00	0.00	9920.00	0	0	9,920	9,920 Prism Paint		
09950	Wallcovering	none	0	0.00	0.00	0.00	0	0	0	0		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
	Subtotals						2,906	80	9,920	12,906		
10	SPECIALTIES	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS		
							0	0	0	0		
10430	Interior Signage	none	0	0.00	0.00	0.00	0	0	0	0		
10520	Fire Extinguishers & Cab	none	0	0.00	0.00	0.00	0	0	0	0		
10700	Toilet Accessory	none	0	0.00	0.00	0.00	0	0	0	0		
10800	Walk-off Mats	none	0	0.00	0.00	0.00	0	0	0	0		
10950	Shelving	none	0	0.00	0.00	0.00	0	0	0	0		
							0	0	0	0		
							0	0	0	0		
	Subtotal						0	0	0	0		
11	EQUIPMENT	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS		
							0	0	0	0		
11160	Equipment	none	0	0.00	0.00	0.00	0	0	0	0		
							0	0	0	0		
							0	0	0	0		
							0	0	0	0		
	Subtotal						0	0	0	0		



Persinger & Associates  
GENERAL CONTRACTOR

June 8, 2017

Ms. Kim Ellis  
Justice Walker Office Renovation  
West Virginia State Capitol  
1900 Kanawha Blvd. East, Charleston WV 25305

Dear Ms. Ellis,

Thank you for inviting Persinger & Associates to review the proposed renovations for Justice Walker's Office. After estimating the items, we have come up with the following preliminary scope and budget:

**Scope:**

- a. Perform required demolition
- b. Remove wallpaper as required
- c. Remove partition in bathroom
- d. Install owner provided hard wood flooring
- e. Install owner provided flooring in restroom
- f. Install owner provided bathroom fixtures
- g. Repair walls in bathroom to prep for wall paper
- h. Repair walls in offices
- i. Prime & Paint office walls
- j. Assist with the installation of owner provided countertops
- k. Furnish and install new recessed lighting per drawing
- l. Install owner provided chandeliers
- m. Replace outlets for desired color
- n. Furnish and install crown moulding in bathroom

**Exclusions:**

- a. Hazardous material testing and abatement
- b. Dumpsters (trash to be taken to loading dock and disposed of by owner)
- c. Fire protection / sprinkler work
- d. HVAC work
- e. Any work to existing doors or windows
- f. Casework/cabinetry material
- g. Countertop materials and labor
- h. Liquidated Damages
- i. Architectural or Engineering Cost

Total budget: \$ 69,150.00

If a Bond is required Add: \$ 1,250.00

I hope this proposal is helpful, please let me know what I can do from here and feel free to call with any questions.

Regards,



Courtney C. Persinger

## JUSTICE WALKER OFFICES

### JUSTICE WALKER'S OFFICE

Furniture selections	\$18340.98
Unselected Conference Table	\$2000.00
Lighting	\$1356.68
Flooring	\$4303.20
Cabinetry	\$7898.74
Misc. artwork	\$7500.00

### BATHROOM

Wallpaper/installation	\$1133.96
Vanity	\$3260.94
Lighting	\$300.00
Flooring	\$848.76
Mirror	\$500.00

### RECEPTIONIST OFFICE

Furniture selections	\$5503.00
Lighting	\$1960.00
Flooring	\$2151.60
Countertop	\$3220.70

### CONSTRUCTION

M&M Construction	\$26521.98
Design Fee	\$5,000.00

WV Blinds

Invoice

DATE: 03/31/2017

INVOICE # 33117

Customer ID Price/Walker

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

**BILL TO:**  
 Price/ Walker,Beth

**SHIP TO (if different):**

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	F.O.B.	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Bernhardt	Aubrey Round Chairside Table 344-126	2	1,450.00	2,900.00
Bernhardt	Geneva Round Cocktail Table With Glass Top 353-008 998-044	1	1,035.00	1,035.00
Bernhardt	Miramont Chair 360-X66	6	700.00	4,200.00
Thibaut	Fabric for Miramont Chair-Mosaic W80491	12	98.00	1,176.00
Bernhardt	Dlano Chair Leather 254-010L6 N1808	3	1,875.00	5,625.00
Thibaut	Fabric for Pillows Rue de Seine Embroidery Cream on Berry AF7869	2	150.99	301.98
V/Q	14"x18" Pillows Labor	3	75.00	225.00
V/Q	90/10 Pillow Inserts	3	16.00	48.00
Bernhardt	Lancaster B1411 COM Fabric	2	1,499.00	2,998.00
Anna French	Key Stripe Cafe AW1374	15	137.00	2,055.00
Pacific Designs	PDSH207 Wallpaper	4	160.99	643.96
Pacific Designs	Install Wallpaper	1	490.00	490.00
Bernhardt	Adella Round Chairside Table 366-108	1	450.00	450.00
Bernhardt	Jet Set Console Table 356-910	1	1,599.00	1,599.00
Diamond	Labor to make (3) Benchseat-Foam-Cording	3	290.00	870.00
Thibaut	Benchseat Fabric Arturo Damask Embroidery W713013	14	140.00	1,960.00

**Other Comments or Special Instructions**

SUBTOTAL	\$26,576.94
TAX RATE	0.000%
TAX	\$0.00
S & H	\$1,400.00
Paid	\$0.00
<b>TOTAL</b>	<b>\$27,976.94</b>

*Thank You For Your Business!*





# FERGUSON ENTERPRISES #142

160 Spring St  
Charleston, WV 25301  
(304) 342-4784

Invoice No.  
CC222371

## INVOICE

### Customer

Name WV Supreme Court of Appeals  
1900 Kanawha Boulevard E  
Room E100  
Charleston WV 25305

Invoice Date 05/31/2017  
Order No. CC222371

Qty	Description	Unit Price	TOTAL
1	R054036F22 36x22 Van Navy	\$1,645.88	\$1,645.88
1	R3622371Q28 37x22 1H Stone van Top w/ 1co wiwh	\$688.88	\$688.88
1	R200561WH 20x15 Rect Crmc us ves Wht	\$245.85	\$245.85
1	R370137Q28 37 Stone b/splash wiwh	\$48.68	\$48.68
1	D65050LFPN 1.5 GPM 1 hdl 1H lav	\$418.32	\$418.32

SubTotal	\$3,047.61
Tax	
<b>TOTAL</b>	<b>\$3,047.61</b>

### Remit To:

**FERGUSON ENTERPRISES INC #14 142**  
160 Spring St  
Charleston, WV 25301

Products You Know - People You Trust.

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOB OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT ... [www.ferguson.com/sales-terms.html](http://www.ferguson.com/sales-terms.html)

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Ferguson Enterprises, Inc.</b>	
2 Business name/disregarded entity name, if different from above <b>See attached lists for DBAs and lock box remit addresses</b>	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>E</u> <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) <b>12500 Jefferson Avenue</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Newport News, VA 23602-4314</b>	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	
or	
Employer identification number	
5 4 - 1 2 1 1 7 7 1	

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Raymond Hong</i>	Date ▶ 1/1/17
------------------	------------------------------------------------	---------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Ferguson Enterprises, Inc. utilizes the following DBA names:

Entity Name	Tax ID No.	Entity Name	Tax ID No.
Alaska Pipe & Supply	54-1211771	Industrial Hub of the Carolinas	54-1211771
Andrews Lighting & Hardware Gallery	54-1211771	J & G Products	54-1211771
The Ar-Jay Center	54-1211771	J.D. Daddario Company	54-1211771
BAC Appliance Center	54-1211771	Joseph G. Pollard Co	54-1211771
Bath + Beyond	54-1211771	Karl's Appliances	54-1211771
Bruce-Rogers Company	54-1211771	Lincoln Products	54-1211771
Cal-Steam	54-1211771	Linwood Pipe and Supply	54-1211771
City Lights Design Showroom	54-1211771	Louisiana Utilities Supply Company	54-1211771
CFP	54-1211771	LUSCO	54-1211771
Cline Contract Sales	54-1211771	McFarland Supply	54-1211771
Davies Water	54-1211771	Michigan Meter	54-1211771
Dealernet	54-1211771	Mississippi Utility Supply Co. (MUSCO)	54-1211771
Equarius Waterworks, Meter & Automation Group	54-1211771	PL Sourcing	54-1211771
Factory Direct Appliance	54-1211771	Plumb Source	54-1211771
Ferguson Bath & Kitchen Gallery	54-1211771	Plumbing Décor	54-1211771
Ferguson Bath, Kitchen and Lighting Gallery	54-1211771	Pollardwater	54-1211771
Ferguson.com	54-1211771	Powell Pipe & Supply Co.	54-1211771
Ferguson Direct	54-1211771	Professional's Bath Source	54-1211771
Ferguson Enterprises, Inc.	54-1211771	Ramapo Wholesalers	54-1211771
Ferguson Facilities Supply	54-1211771	Renwes Sales	54-1211771
Ferguson Fire & Fabrication International	54-1211771	Redlon & Johnson	54-1211771
Ferguson Heating & Cooling	54-1211771	Reese Kitchen, Bath & Lighting Gallery	54-1211771
Ferguson Hospitality Sales	54-1211771	SG Supply Co.	54-1211771
Ferguson HVAC - Air Cold	54-1211771	SOS Sales	54-1211771
Ferguson HVAC - EastWest Air	54-1211771	Tarpon Wholesale Supplies	54-1211771
Ferguson HVAC - Lyon Conklin	54-1211771	The Davidson Group	54-1211771
Ferguson Integrated Services	54-1211771	The Plumbing Source	54-1211771
Ferguson International	54-1211771	The Stock Market	54-1211771
Ferguson Parts & Packaging	54-1211771	TPW Kitchen & Bath	54-1211771
Ferguson Valve & Automation	54-1211771	Waterworks Industries	54-1211771
Ferguson Waterworks	54-1211771	Webb Distributors	54-1211771
Ferguson Waterworks- Municipal Pipe	54-1211771	Western Air Supply	54-1211771
Ferguson Waterworks- Red Head	54-1211771	Westfield Lighting	54-1211771
Ferguson Waterworks EPPCO	54-1211771	Wolseley Financial Services	54-1211771
Ferguson Waterworks International	54-1211771	Wolseley Industrial Group	54-1211771
Galleria Bath & Kitchen Showplace	54-1211771	WPCC Forwarding	54-1211771
Groeniger & Company	54-1211771		

****updated 11/04/15

Authorized paper check lockbox remittance used by Ferguson Enterprises, Inc.

**BOA - Atlanta - 100286**

FEI # (Main branch number)  
PO Box 100286  
Atlanta, GA 30384-0286

**OVERNIGHT - PKGS**

Bank of America Lockbox Services  
FEI # (Main branch number)  
Lockbox # 100286  
6000 Feldwood Road  
College Park, GA 30349

**PNC - Chicago - 802817 Midwest**

FEI # (Main branch number)  
PO Box 802817  
Chicago, IL 60680-2817

**OVERNIGHT - PKGS**

Ferguson Enterprises Inc  
Lockbox 802817  
350 East Devon Avenue  
Itasca, IL 60143

**BOA - Boston - 417592**

FEI # (Main branch number)  
PO Box 417592  
Boston, MA 02241-7592

**OVERNIGHT - PKGS**

Bank of America Lockbox Services  
FEI # (Main branch number) LB# 417592  
MA5-527-02-07  
2 Morrissey Blvd.  
Dorchester, MA 02125

**PNC - PHILLY- 827066**

FEI # (Main branch number)  
PO Box 827066  
Philadelphia, PA 19182-7066

**Overnight Address**

PNC Bank  
Lockbox 827066  
Route 38 and East Gate Drive  
Moorestown, NJ 08057

**BOA- Dallas - 847411**

FEI # (Main branch number)  
PO Box 847411  
Dallas, TX 75284-7411

**OVERNIGHT - PKGS**

FEI # (Main branch number)  
Lockbox # 847411  
1950 N. Stemmons FRWY  
Ste. 5010  
Dallas, TX 75207

**PNC - Pittsburgh - 644054**

FEI # (Main branch number)  
PO Box 644054  
Pittsburgh, PA 15264-4054

**Overnight Address**

PNC Bank  
Lockbox 644054  
Firstside Center  
500 First Avenue  
Pittsburgh, PA 15219

**BOA - Los Angeles-740827**

FEI # (Main branch number)  
PO BOX 740827  
Los Angeles, CA 90074-0827

**OVERNIGHT - PKGS**

Bank of America Lockbox Services  
FEI # (Main branch number)  
Lockbox 740827  
2706 Media Center Drive  
Los Angeles, CA 90065-1733

**Wells Fargo Bank**

Dept # 34261  
PO Box 39000  
San Francisco, CA 94139

**Wells Fargo Bank**

Lockbox 043090  
M/S 90  
PO Box 4300  
Portland, OR 97208

**D** DARIN FISHER DESIGNER KITCHENS,LLC  
 1404 KANAWHA BLVD. E  
 CHARLESTON, WV 25301  
**F** Phone: 304-720-3451  
 Fax : 304-720-3453

# Invoice

Date	Invoice #
5/18/2017	1071

Bill To
Holley Price Interiors Beth Walker Project

Ship To

P.O. Number	Terms	Ship	Project
		5/18/2017	

Quantity	Item Code	Description	Price Each	Amount
1	Dynasty	Plymouth Maple Oyster  *Please remit a 50% deposit of \$3,691.00* Thank you	7,382.00	7,382.00

			Sales Tax	\$0.00
--	--	--	-----------	--------

<b>Total</b>	\$7,382.00
--------------	------------

## Request for Taxpayer Identification Number and Certification

Give Form to the  
 requester. Do not  
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Darin Fisher Designer Kitchens, LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶ <input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>1404 Kanawha Blvd. E</b>		Requester's name and address (optional)
City, state, and ZIP code <b>Charleston, WV 25301</b>		
List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"> </td> </tr> </table>										
Employer identification number										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;">56</td> <td style="width: 25px; height: 20px;">-</td> <td style="width: 25px; height: 20px;">23</td> <td style="width: 25px; height: 20px;">08</td> <td style="width: 25px; height: 20px;">97</td> <td style="width: 25px; height: 20px;">0</td> </tr> </table>	56	-	23	08	97	0				
56	-	23	08	97	0					

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here**    Signature of U.S. person ▶ *Darin Fisher*    Date ▶ *5/18/17*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



101 BOWERS ROAD  
 CHARLESTON, WV 25314  
 304.343.3600 Phone  
 304.343.3679 Fax  
 wellshome.com

Page 1 of 1  
**Sales Quote # 1705150001**  
 Order Date 5/15/2017

Store 01  
 Salesperson(s) HP

**Bill To:**

33450  
 KIMBERLY ELLIS  
 WV SUPREME COURT OF APPEALS  
 1900 KANAWHA BOULEVARD EAST  
 ROOM E100  
 CHARLESTON WV 25305  
 Day: -- Eve: --  
 Mobile: --

**Deliver To:**

33450  
 KIMBERLY ELLIS  
 WV SUPREME COURT OF APPEALS  
 1900 KANAWHA BOULEVARD EAST  
 ROOM E100  
 CHARLESTON WV 25305  
 Day: -- Eve: --  
 Mobile: --

Quantity	Vendor	Model	Category	Location	Price	Ext. Price	S
1	HOOKER	1600-10468-DKW	DESK OFFIC		1,328.00	1,328.00	O
Line Item Notes		CURATA COLLECTION SHORT FREESTANDING 05/15/2017 02:52 PM - HOLLY ALFORD US East Out of Stock 2017-05-28 19.00					
1	HOOKER	1600-10473-DKW	DESK OFFIC		1,520.00	1,520.00	O
Line Item Notes		CURATA COLLECTION TALL FREESTANDING 05/15/2017 02:52 PM - HOLLY ALFORD US East In Stock 47					

Invoice Notes 05/15/2017 02:53 PM - HOLLY ALFORD  
 PLEASE ALLOW APPROX 3-4 WEEKS FOR DELIVERY FROM DATE ITEMS AVAILABLE AT VENDOR  
 (APPROX 5/28/17).

TOTAL AMOUNT DUE: \$2848  
 DEPOSIT AMOUNT DUE: MINIMUM 25% (\$712)  
 REMAINING BALANCE DUE UPON DELIVERY: \$2136

Deposits and Payments Made

Merchandise Total:	\$2,848.00
Delivery:	0.00
Tax: EXM	0.00
Total Sale:	\$2,848.00
Total Payments/Credits:	0.00
Balance Due	2,848.00
Amount Financed:	0.00

See reverse for conditions of order.

Buyer's Approval: _____ Date: _____

Walker 588

## Request for Taxpayer Identification Number and Certification

**Give form to the  
 requester. Do not  
 send to the IRS.**

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>Wells Home Furnishings Inc</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>101 Bowers Road</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Charleston WV 25314</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number
<b>55                      0733516</b>

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ <i>David M. Naylor</i>	Date ▶ <i>5-16-17</i>
------------------	---------------------------------------------------	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- If the product has been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged, no refund will be given unless the product is proven to be defective at the time of purchase.

## Price Quotation # B263279

**FERGUSON/WOLSELEY IND #142**

160 SPRING STREET  
CHARLESTON, WV 25301-1027

Phone : 304-342

Fax : 304-342

**Bid No.....: B263279**  
**Bid Date...: 02/27/17**  
**Quoted By: DBB**  
**Customer.: QUOTE PC 24**  
**FOR QUOTING PURPOSES ONLY**  
**CHARLESTON, WV 25301**

**Cust Phone:**  
**Terms.....: CASH ON DEMAND**  
**Ship To.....: QUOTE PC 24**  
**FOR QUOTING PURPOSES ONLY**  
**CHARLESTON, WV 25301**

Cust PO#..:

Job Name.: HOLLEY PRICE

Item	Description	Quantity	Net Price	UM	Total
	VANITY				
R054036F22	36X22 VAN NAVY *AMORA	1	1645.875	EA	1645.88
	TOP				
R3622371Q28	37X22 1H STONE VAN TOP W/ 1CO WIWH	1	688.875	EA	688.88
	SINK				
R200561WH	20X15 RECT CRMC UC VES WHIT	1	245.850	EA	245.85
	BACKSPLASH				
R370137Q28	37 STONE B/SPLSH WIWH	1	48.675	EA	48.68

Walker 590

	FAUCET				
D65050LFPN	CCN LF 1.5 GPM 1HDL 1H LAV FCT PN 	1	418.320	EA	418.32

Subtotal: \$3047.61

Inbound Freight: \$0.00

Tax: \$213.33

Order Total: \$3260.94

**Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.**

**CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.**

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at [http://wolseley.com/terms_conditionsSale.htm](http://wolseley.com/terms_conditionsSale.htm). Govt Buyers: All items quoted are open market unless noted otherwise.

**LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.**

# ACCESSORIES



*CVR* AMORA 30 BATHROOM VANITY CABI



31X22 1H STONE VAN TOP W/ 1CO WIWH



20X15 RECT CRMC UC VES WHIT

?



31 STONE B/SPLSH WIWH

*



Sotria Collection Single Handle Lavatory  
Faucet; Brilliance Polished Nickel; 1.5 GPM



Sotria Single Hole Bathroom Sink Faucet;  
Brilliance Polished Nickel; 5-21/64"

* what are we putting in the reveals of base where Vitralite partition will be removed?



1537 4th Ave.  
 Charleston, WV 25387-  
 Phone: 304-345-8750  
 Fax: 304-345-8752

# Quote

## 26234

4/3/2017

Customer Service Rep: Danna Price

<b>Customer:</b>	<b>Phone:</b>	<b>Job:</b>	Justice Walker	<b>PO:</b>
	<b>Fax:</b>			
	<b>Home Phone:</b>		Charleston, WV -	
	<b>Cell:</b>	(304) 421-1505	<b>Phone:</b>	<b>Home Phone:</b>
			<b>Fax:</b>	<b>Cell:</b>

**Quote To:** Price Interiors  
 209 W Washington Street  
 Charleston, WV 25302

Notes	Group Total	SubTotal	
Countertop: Granite New Venetian Gold 144 3/4 X 25 1/2 @ 3 cm	\$2,097.20		\$2,097.20
Countertop: Granite New Venetian Gold 66 3/4 X 25 1/2 @ 3 cm		<b>Taxes</b>	\$0.00
		<b>Total</b>	\$2,097.20
<hr/>			
Alternate Color: Astoria 144 3/4 X 25 1/2 @ 3 cm		<b>SubTotal</b>	\$3,220.70
Alternate Color: Astoria 66 3/4 X 25 1/2 @ 3 cm		<b>Taxes</b>	\$0.00
		<b>Total</b>	\$3,220.70

**Disclaimer:** Lead times and service dates are not guaranteed, but are "in good faith" estimates.

Natural stone has many variations in color, crystal structure, mineral formation and texture. Customers will be able to see and feel fissures and other natural differences in the stone's surface texture. These differences are not considered flaws, but rather signatures of authenticity. Customers are encouraged to view and feel the whole slab before fabrication begins, and can reject material only at that time. This price is for this material listed only. Changes in material amounts can change the price.

Seams will be created and located as necessary by the templater and/or the fabrication shop.

**** 50% deposit required to initiate order ****

**Exclusions:** This quote does not include the removal of existing tops, plumbing, electrical work, or electrical outlet cut outs in backsplashes unless otherwise noted.

The balance is due upon completion of the work. Any discounts extended will not be valid should customer fail to pay in a timely manner.

**Warranty:** As Defined in the Bailes customer work order packet.

This warranty does not cover the characteristics of natural stone such as: variations in color, vein appearance or size, crystal structure, surface or edge resin fill, mineral formation, surface texture or fissures. This warranty does not cover physical or chemical damage.

This warranty is registered and in effect upon final payment and installation completion.

---

Client: beth walker  
Property:

Operator Info:  
Operator: MOONEY

Estimator: steven mooney  
Business: 4631 kanawha state forest drive  
chas, WV 23514

Date Entered: 4/1/2017 3:49 PM      Date Job Contracted:  
Date Job Began:                              Date Job Completed:

Price List: WVCH7R_OCT16  
Labor Efficiency: Remodel  
Estimate: 2017-04-01-1549

2017-04-01-1549

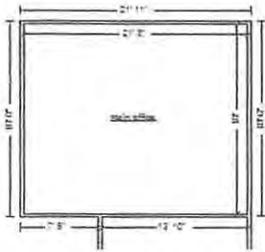
Proposed  
Main Level

Area Items: Main Level

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
40. PERMITS AND FEES	1.00 EA	0.00	275.00	275.00
41. Cleaning Technician - per hour	12.00 HR	0.00	26.60	319.20

Area Items Total: Main Level

594.20



Room: Main office

Height: 10' 6"

824.25 SF Walls	382.50 SF Ceiling
1,206.75 SF Walls & Ceiling	382.50 SF Floor
42.50 SY Flooring	78.50 LF Floor Perimeter
78.50 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
1. General Demolition - per hour	72.00 HR	34.17	0.00	2,460.24
2. build closet	12.00 HR	0.00	48.97	587.64
3. Remove Additional charge to remove non-strippable wallpaper	206.06 SF	0.25	0.00	51.52
4. Remove Wallpaper - Premium grade	824.25 SF	0.55	0.00	453.34
5. 110 volt commercial wiring/conduit, box, outlet, switch	6.00 EA	0.00	154.82	928.92
6. Recessed light fixture	6.00 EA	0.00	95.70	574.20
7. Chandelier - Detach & reset	2.00 EA	0.00	92.15	184.30
8. 1/2" drywall - hung, taped, with smooth wall finish	412.13 SF	0.00	1.86	766.56
9. Drywall Installer / Finisher - per hour	8.00 HR	0.00	50.19	401.52
10. Baseboard - 5 1/4" w/shoe	157.00 LF	0.00	5.23	821.11
12. Door opening (jamb & casing) - 36"to60"wide - stain grade	1.00 EA	0.00	175.06	175.06
13. wainscotting	235.50 SF	0.00	14.82	3,490.11
14. Seal the walls and ceiling w/latex based stain blocker - one coat	1,206.75 SF	0.00	0.46	555.11
15. Paint the walls and ceiling - two coats	1,206.75 SF	0.00	0.73	880.93



CONTINUED - Office 2

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
Room Totals: Office 2				4,148.65



**Room: Bathroom**

**Height: 8'**

176.00 SF Walls	30.00 SF Ceiling
206.00 SF Walls & Ceiling	30.00 SF Floor
3.33 SY Flooring	22.00 LF Floor Perimeter
22.00 LF Ceil. Perimeter	

DESCRIPTION	QNTY	REMOVE	REPLACE	TOTAL
37. (Install) Tile / Marble - Labor Minimum	4.00 EA	0.00	178.05	712.20
38. remove partition wall	4.00 HR	0.00	61.75	247.00
39. (Install) Vanity	2.00 LF	0.00	29.85	59.70
43. Bathroom mirror - Detach & reset	1.00 SF	0.00	9.31	9.31
45. Toilet paper dispenser - Detach & reset	1.00 EA	0.00	32.21	32.21

Room Totals: Bathroom 1,060.42

Area Items Total: Main Level 21,075.91

Area Items Total: Proposed 21,075.91

**Line Item Totals: 2017-04-01-1549 21,075.91**

---

**Grand Total Areas:**

1,753.23	SF Walls	647.98	SF Ceiling	2,401.21	SF Walls and Ceiling
647.98	SF Floor	72.00	SY Flooring	172.21	LF Floor Perimeter
0.00	SF Long Wall	0.00	SF Short Wall	172.21	LF Ceil. Perimeter
647.98	Floor Area	701.89	Total Area	1,753.23	Interior Wall Area
1,669.74	Exterior Wall Area	150.56	Exterior Perimeter of Walls		
0.00	Surface Area	0.00	Number of Squares	0.00	Total Perimeter Length
0.00	Total Ridge Length	0.00	Total Hip Length		

---

**Summary**

Line Item Total				21,075.91
Material Sales Tax	@	6.000% x	2,361.19	141.67
Subtotal				21,217.58
Markup	@	25.0% x	21,217.58	5,304.40
<b>Grand Total</b>				<b>26,521.98</b>

---

steven mooney

**Gilmore, Tamera**

---

**From:** Lynsey Givens <lgivens@centralglasswv.net>  
**Sent:** Monday, April 03, 2017 10:07 AM  
**To:** Gilmore, Tamera  
**Subject:** Quote for Tabletops - Justice Walker

Good morning,

We are pleased to quote you \$781.22 for two tabletops plus \$150.00 for delivery and set up totaling \$931.22. If you would like to order please let me know.

Thank you,

*Lynsey M. Givens*

Bookkeeper

Central Glass Co. of Charleston, Inc.

517 Russell Street

Charleston, WV 25302

(304) 343-5669 Office

(304) 343-5672 Fax

approved by:  
J.M. [Signature]  
04/04/17

JUSTICE WALKER'S OFFICE  
SUMMER 2018

Vendor	Description	Invoice #	Invoice Date	Amount
BAILES GRANITE & MARBLE	BAILES GRANITE & MARBLE - JUSTICE WALKERS OFFICE	Pcard	07/19/2017	\$ 1,423.00
BAILES GRANITE & MARBLE	BAILES GRANT & MARBLE - GRANITE AND INSTALLATION FOR JUSTICE WALKERS OFFICE	Pcard	09/19/2017	\$ 1,423.00
CENTRAL GLASS CO OF CHARLESTON INC	2 tabletops for Justice Walker's office	36909	05/15/2017	\$ 931.22
DARIN FISHER DESIGNER KITCHENS LLC	Plymouth Maple Oyster Cabinets for Justice Walker's office	1071	06/21/2017	\$ 3,691.00
DARIN FISHER DESIGNER KITCHENS LLC	Plymouth Maple Oyster Cabinets for Justice Walker's office remainder of payment	1071 remainder balance	10/27/2017	\$ 3,691.00
DARIN FISHER DESIGNER KITCHENS LLC	addition to PRM,2400,1700049977 invoice 1071 Corian Top for Justice Walkers office	1115	10/02/2017	\$ 362.00
DESIGNER FURNITURE STORE	DESIGNER FURNITURE STORE	Pcard	02/17/2017	\$ 913.00
ED WEBER ARCHITECTS PLLC	DESIGN SERVICES FOR RENOVATIONS TO JUSTICE WALKERS CHAMBERS	13-014-13	07/28/2017	\$ 450.00
FERGUSON ENTERPRISES INC	fixtures for Justice Walkers bathroom	CC222371	06/05/2017	\$ 3,047.61
FERGUSON ENTERPRISES INC	LIGHT FIXTURES FOR CHAMBERS	Pcard	08/18/2017	\$ 3,568.48
FERGUSON ENT, INC 142	FERGUSON - BATHROOM FIXTURES FOR JUSTICE WALKERS OFFICE	Pcard	09/19/2017	\$ 53.48
GOLDFARB ELECTRIC SUPPLY CO INC	NEW LIGHTS FOR JUSTICE WALKERS OFFICE	Pcard	07/19/2017	\$ 269.50
GOLDFARB ELECTRIC SUPPLY CO INC	LED LIGHT BULBS JUSTICE WALKERS OFFICE	Pcard	09/19/2017	\$ 200.99
HOLLEY PRICE INTERIORS	designing services	stmt2400102417	10/24/2017	\$ 5,000.00
HOLLEY PRICE INTERIORS	Lowe's purchase reimbursement for light switch plates	stmt2400102417	10/24/2017	\$ 76.58
HOMEGOODS #0186	COAT HANGERS	Pcard	08/26/2017	\$ 9.99
HOMEGOODS #0186	MISCELLANEOUS ITEMS FOR JUSTICE WALKER'S OFFICE	Pcard	10/19/2017	\$ 274.85
LLOYD KISTER CUSTOM FURNITURE & DESIGN LLC	Repair & refinish Cass Gilbert desk for Justice Walker's office	44	07/06/2017	\$ 2,335.00
LLOYD KISTER CUSTOM FURNITURE & DESIGN LLC	Repair & refinish Cass Gilbert table for Justice Walker's office	44	07/06/2017	\$ 718.00
LOWE'S HOME CENTERS INC	MISC ITEMS FOR JUSTICE WALKERS OFFICE	Pcard	09/19/2017	\$ 9.83
OVAL CONSTRUCTION MANAGEMENT LLC	contractor for renovation of Justice Walkers office 6/19-8/15 2017	81517	09/07/2017	\$ 41,990.00
OVAL CONSTRUCTION MANAGEMENT LLC	balance and change order payment for renovation of Admin office- Justice Walker	91917	09/19/2017	\$ 20,185.00
SMITH FLOOR COVERIING DISTRIBUTORS INC	flooring for Justice Walker's office	558464	06/05/2017	\$ 300.36

Walker 201

SMITH FLOOR COVERIING DISTRIBUTORS INC	flooring for Justice Walker's office	558460	06/06/2017	\$	8,002.82
SMITH FLOOR COVERIING DISTRIBUTORS INC	flooring for Justice Walker's office				
SMITH FLOOR COVERIING DISTRIBUTORS INC	additional items needed for flooring	560494	07/17/2017	\$	738.12
SMITH FLOOR COVERIING DISTRIBUTORS INC	miscellaneous floor fixtures to complete installation for Justice Walkers office	561015	07/27/2017	\$	103.88
STATE ELECTRIC SUPPLY COMPANY	electrical parts for Justice Walker's office	Pcard	09/19/2017	\$	21.46
TARGET	MISC ITEMS FOR JUSTICE WALKERS OFFICE	Pcard	09/08/2017	\$	90.22
WELLS HOME FURNISHINGS	Curata office furniture	2400051517	05/15/2017	\$	712.00
WELLS HOME FURNISHINGS	WELLS HOME FURN - DESK AND RETURN FOR JUSTICE WALKER'S OFFICE	Pcard	09/19/2017	\$	2,136.00
WV BLINDS & SHUTTERS INC	Office furnishings and wallpaper for Justice Walker's Office.	33117	06/23/2017	\$	12,294.47
WV BLINDS & SHUTTERS INC	Office furnishings and wallpaper for Justice Walker's Office.	3202017	06/23/2017	\$	1,556.23
WV BLINDS & SHUTTERS INC	LINDEE MIRROR FOR JUSTICE WALKER'S OFFICE	6222017	08/09/2017	\$	724.50
WV BLINDS & SHUTTERS INC	Office furnishings and wallpaper for Justice Walker's Office.	3202017	08/11/2017	\$	1,556.22
WV BLINDS & SHUTTERS INC	Office furnishings and wallpaper for Justice Walker's Office.	33117	08/11/2017	\$	12,294.47
ZEGEER DO IT BEST	Justice Walker's office		01/19/2017	\$	<u>25.27</u>
				SUBTOTAL:	\$ <u>131,179.55</u>

### State of West Virginia Purchasing Card Log Sheet

Cardholder Name: Kimberly M. Ellis  
 Account Number: 4807-1580-0032-3371  
 Agency: WVSCA - Administrative Office

Transaction Limit \$2500.00  
 Billing Cycle (Month/Year) June 2017  
 Dept/Org.# 2400

Transaction Date	Vendor	Item Description	Quantity	Total Amt	R* D* C*	Object Code	S Document Number	Date Received
06/02/2017	WV Parkways Authority	EZ Pass Account replenishment charge	One	\$100.00	R			06/02/2017
06/04/2017	OnStar	Monthly Service for fleet vehicle - Acct. #133674123	1 month	\$37.90	R			06/04/2017
06/05/2017	Waste Management	Monthly dumpster service for Venable Avenue Warehouse	1 month	\$52.07	R			06/05/2017
06/05/2017	Bailes Granite and Marble	Granite counter for chambers	One	\$1423.00	R			06/05/2017
06/13/2017	Carfax	Fleet Vehicle History Research	One	\$74.89	R			06/13/2017
06/13/2017	OnStar	Monthly Service for fleet vehicle - Acct. #123112309	1 month	\$37.90	R			06/13/2017
06/14/2017	ClickBank	Fleet Vehicle History Research	One	\$12.95	R			06/14/2017
06/21/2017	Cinemax	Fraudulent Charge - Disputed	One	\$9.99	D			06/21/2017
06/30/2017	Cinemax	Disputed Fraudulent Charge Credited back to account	One	-\$9.99	D			06/30/2017

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

Kimberly M. Ellis 07/07/2017  
 Purchasing Cardholder Signature Date

I hereby certify that the items hereon have been received and properly accounted for and approved for payment.

_____  
 Agency Coordinator Signature Date

*R=Reconciled  
 *D=Disputed  
 *C=Carryover



1537 4th Ave.  
 Charleston, WV 25387-  
 Phone: 304-345-8750  
 Fax: 304-345-8752

Invoice Date: 5/12/2017 12:04:02 PM

Customer Service Rep: Danna Price

Customer: Phone: Job: Justice Walker PO:  
 Fax: 1900 Kanawha Boulevard East, Room E100  
 Home Phone: Charleston, WV -  
 Cell: (304) 421-1505 Phone: Home Phone:  
 Fax: Cell:

Sold To: Price Interiors  
 209 W Washington Street  
 Charleston, WV 25302

Payment Terms: Upon Completion

Notes

Countertop: Granite Negresco 144 3/4 X 25 1/2 @ 3 cm  
 Countertop: Granite Negresco 66 3/4 X 25 1/2 @ 3 cm

SubTotal	\$2,846.00
Taxes	\$0.00
Total	\$2,846.00
Payments	\$1,423.00
Balance	\$1,423.00

Notes: ** Balance of \$1423 due upon completion.

Warranty: As Defined in the Bailes customer work order packet.

This warranty does not cover the characteristics of natural stone such as: variations in color, vein appearance or size, crystal structure, surface or edge resin fill, mineral formation, surface texture or fissures. This warranty does not cover physical or chemical damage.

This warranty is registered and in effect upon final payment and installation completion.

BAILES GRANITE & MARBLE  
 1537 4TH AVE  
 CHARLESTON, WV 25387

SALE

Store: 4616 Term: 9401  
 REF#: 00000001  
 Batch #: 480 RR#: 71681744730  
 06/05/17 13:33:43  
 Trans ID: 387456632237888  
 APPR CODE 030126  
 VISA  
 44444444444444443371  
 Chip  
 304 345 8752

AMOUNT \$1,423.00

APPROVED

CITI VISA  
 AID: A0600000031010  
 TVR: 00 80 00 80 00  
 TSI: FQ 00

CUSTOMER COPY



1537 4th Ave.  
 Charleston, WV 25387-  
 Phone: 304-345-8750  
 Fax: 304-345-8752

# Quote

## 26234

4/3/2017

Customer Service Rep: Danna Price

Customer:	Phone:	Job:	Justice Walker	PO:
	Fax:		1900 Kanawha Boulevard East, Room E100	
	Home Phone:		Charleston, WV -	
	Cell: (304) 421-1505	Phone:		Home Phone:
		Fax:		Cell:

Quote To: Price Interiors  
 209 W Washington Street  
 Charleston, WV 25302



Notes

Countertop: Granite Negresco 144 3/4 X 25 1/2 @ 3 cm  
 Countertop: Granite Negresco 66 3/4 X 25 1/2 @ 3 cm

SubTotal	\$2,846.20
Taxes	\$0.00
<b>Total</b>	<b>\$2,846.20</b>

**Disclaimer:** Lead times and service dates are not guaranteed, but are "in good faith" estimates.

Natural stone has many variations in color, crystal structure, mineral formation and texture. Customers will be able to see and feel fissures and other natural differences in the stone's surface texture. These differences are not considered flaws, but rather signatures of authenticity. Customers are encouraged to view and feel the whole slab before fabrication begins, and can reject material only at that time. This price is for this material listed only. Changes in material amounts can change the price.

Seams will be created and located as necessary by the templater and/or the fabrication shop.

**** 50% deposit required to initiate order ****

**Exclusions:** This quote does not include the removal of existing tops, plumbing, electrical work, or electrical outlet cut outs in backsplashes unless otherwise noted.

The balance is due upon completion of the work. Any discounts extended will not be valid should customer fail to pay in a timely manner.

**Warranty:** As Defined in the Bailes customer work order packet.

This warranty does not cover the characteristics of natural stone such as: variations in color, vein appearance or size, crystal structure, surface or edge resin fill, mineral formation, surface texture or fissures. This warranty does not cover physical or chemical damage.

This warranty is registered and in effect upon final payment and installation completion.

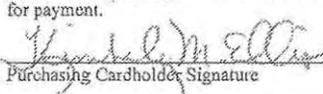
*Approved  
 Y.D.  
 5/12/17*

## State of West Virginia Purchasing Card Log Sheet

Cardholder Name: Kimberly M. Ellis  
 Account Number: 4807-1580-0032-3371  
 Agency: WVSCA - Administrative Office

Transaction Limit \$2500.00  
 Billing Cycle (Month/Year) August 2017  
 Dept/Org.# 2400

Transaction Date	Vendor	Item Description	Quantity	Total Amt	R* D* C*	Object Code	S Document Number	Date Received
08/26/2017	Homegoods	Coat Hangers for Justice Walker's Office	1 package	\$9.99	R			08/26/2017
08/26/2017	Bailes Granite and Marble	Granite and Installation for Justice Walker's Office	1	\$1423.00	R			08/26/2017

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.  
 09/12/2017  
 Purchasing Cardholder Signature      Date

I hereby certify that the items hereon have been received and properly accounted for and approved for payment.  
 _____  
 Agency Coordinator Signature      Date

*R=Reconciled  
 *D=Disputed  
 *C=Carryover



1537 4th Ave.  
 Charleston, WV 25387-  
 Phone: 304-345-8750  
 Fax: 304-345-8752

Invoice  
 15374

Invoice Date: 5/12/2017 12:04:02 PM

Customer Service Rep: Brittnl Woods

Customer: Phone: Job: Justice Walker PO:  
 Fax: 1900 Kanawha Boulevard East, Room E100  
 Home Phone: Charleston, WV 25301-  
 Cell: (304) 421-1505 Phone: Home Phone:  
 Fax: Cell:

Sold To: Price Interiors  
 209 W Washington Street  
 Charleston, WV 25302

Payment Terms: Upon Completion

Notes

Countertop: Granite Negresco 144 3/4 X 25 1/2 @ 3 cm  
 Countertop: Granite Negresco 66 3/4 X 25 1/2 @ 3 cm  
 Edge Profile: Bevel Profile @ 0 linear inches

SubTotal \$2,846.00  
 Taxes \$0.00  
 Total \$2,846.00  
 Payments \$2,846.00  
 Balance \$0.00

Warranty: As Defined in the Bailes customer work order packet.

This warranty does not cover the characteristics of natural stone such as: variations in color, vein appearance or size, crystal structure, surface or edge resin fill, mineral formation, surface texture or fissures. This warranty does not cover physical or chemical damage.

This warranty is registered and in effect upon final payment and installation completion.

BAILES GRANITE & MARBLE  
 1537 4TH AVE  
 CHARLESTON, WV 25387

SALE

Store: 4616 Term: 9401  
 REF#: 00000002  
 Batch #: 557 RR#: 723845006045  
 08/26/17 115930  
 Trans ID: 467238575701607  
 APPR CODE: 089930  
 VISA  
 Chip  
 8063

AMOUNT \$1,423.00

APPROVED

CIT: VISA  
 AID: A0000000031010  
 TVR: 00 80 00 80 00  
 TSI: F8 00

CUSTOMER COPY



201228

# Central Glass Company of Charleston Inc

# Invoice

517 Russell Street  
Charleston, WV 25302

WV000107

Phone #  
(304) 343-5669

Fax #  
(304) 343-5672

Date	Invoice #
5/12/2017	36909

Bill To		Ship To <b>5402</b>	
West Virginia Supreme Court of Appeals Kimberly Ellis Building One, Room E-100 1900 Kanawha Blvd., East Charleston, WV 25305		WV Supreme Court Justice Walker's Office Charleston, WV  <b>3252 - 3751</b>	
P.O. No.	Terms	Due Date	Ship Date
Kim Ellis	Due on Receipt	5/12/2017	5/12/2017
Description			
Furnish and deliver two 1/4" tabletops with polished edges.			
<p>I CERTIFY THAT THE ABOVE MERCHANDISE WAS RECEIVED IN GOOD CONDITION AND CONFORMED TO SPECIFICATIONS.</p> <p>DATE <u>05/12/17</u></p> <p>SIGNED <u>K.M. Ellis</u></p>			

Remit To: Central Glass Co of Charleston, Inc P.O. Box 6340 Charleston, WV 25362	<b>Subtotal</b>	\$931.22
	<b>Sales Tax (0.0%)</b>	\$0.00
	<b>Total</b>	\$931.22
	<b>Payments/Credits</b>	\$0.00
	<b>Balance Due</b>	\$931.22

We accept Discover, Mastercard, Visa, American Express

VC 56644

D

DARIN FISHER DESIGNER KITCHENS, LLC

1404 KANAWHA BLVD. E  
CHARLESTON, WV 25301

F

Phone: 304-720-3451  
Fax : 304-720-3453

# Invoice

Date	Invoice #
5/18/2017	1071

Bill To
Holley Price Interiors Beth Walker Project

Ship To

P.O. Number	Terms	Ship	Project
		5/18/2017	

Quantity	Item Code	Description	Price Each	Amount
1	Dynasty	Plymouth Maple Oyster  *Please remit a 50% deposit of \$3,691.00* Thank you  IN 18*22380 10/19/17  Rec 7401 pd 6/21/17	7,382.00	7,382.00

Sales Tax \$0.00

Walker 609

**Total**

\$7,382.00

total amount \$3,691.00

**Darin Fisher Designer Kitchens**  
 1404 Kanawha Blvd. East  
 Charleston, WV 25301

# Quote

Darin Fisher  
 304-720-3451  
 Darin@DFDKKitchens.com

Date: 04/03/2017  
 Quote No.: 10085  
 Salesperson: Darin Fisher

**Bill To:**  
**Holley**  
 Holley Price Interiors  
 Beth Walker project

Qty	Description	Unit Price	Total
1	Dynasty Plymouth Maple Oyster	\$7,382.00	\$7,382.00
	50% deposit 3,691.00 due on ordering. Remaining balance 3691.00 due upon delivery		
		Subtotal	\$7,382.00
		<b>Total Amt</b>	<b>\$7,382.00</b>

*Approved by [Signature] 5/10/17*

Policy: All kitchens are customized for each customer. Darin Fisher Designer Kitchens will replace cabinets that are damaged or misordered.

We strive to meet the customers' needs. Thank you for your business.



State of West Virginia  
**Agency Purchase Order**

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

Order Date: 2017-06-02

<b>Order Number:</b> APO 2400 2400 SUP1700000011	<b>Procurement Folder:</b> 340502
<b>Document Name:</b> Cabinets for Justice Walker's Office	<b>Reason for Modification:</b>
<b>Document Description:</b> Plymouth Maple Oyster Cabinets for Justice Walker's office	
<b>Procurement Type:</b> Agency Purchase Order	
<b>Buyer Name:</b> Linda Sue Racer Troy	
<b>Telephone:</b> (304) 558-0145	
<b>Email:</b> sue.troy@courtsww.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b>
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b>

<b>Vendor Customer Code:</b> VC0000056644 DARIN FISHER DESIGNER KITCHENS LLC 1404 KANAWHA BLVD E  CHARLESTON WV 25301  US <b>Vendor Contact Phone:</b> (304) 720-3451 <b>Extension:</b> <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Sandra Johnson <b>Requestor Phone:</b> (304) 340-2300 <b>Requestor Email:</b> sandra.johnson@courtsww.gov
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------

INVOICE TO	SHIP TO
304-558-0145 WV SUPREME COURT OF APPEALS  BUILDING 1 ROOM E-100  1900 KANAWHA BLVD EAST  CHARLESTON WV 25305  US	304-558-0145 WV SUPREME COURT OF APPEALS  BUILDING 1 ROOM E-100  1900 KANAWHA BLVD EAST  CHARLESTON WV 25305  US

<b>Total Order Amount:</b> \$7,382.00
---------------------------------------

DEPARTMENT AUTHORIZED SIGNATURE  SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE
--------------------------------------------------------------------------------------------

**Extended Description:**

Plymouth Maple Oyster Cabinets for Justice Walker's office

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	30161801	0.00000			\$7,382.00
Service From	Service To	Manufacturer	Model No	Delivery Date	
2017-05-01	2017-10-01				

Commodity Line Description: Cabinets

**Extended Description:**

Plymouth Maple Oyster Cabinets for Justice Walker's office

SUP170000011	<b>Document Phase</b> Draft	<b>Document Description</b> Plymouth Maple Oyster Cabinets for Justice Walker's office	<b>Page 3</b> <b>of 3</b>
--------------	--------------------------------	----------------------------------------------------------------------------------------------	------------------------------



DARIN FISHER DESIGNER KITCHENS,LLC  
 1404 KANAWHA BLVD. E  
 CHARLESTON, WV 25301  
 Phone: 304-720-3451  
 Fax : 304-720-3453

# Statement

Date
9/26/2017

To:
Holley Price Interiors Beth Walker Project

Amount Due	Amount Enc.
\$4,078.34	

Date	Transaction	Amount	Balance
05/01/2017	Balance forward		0.00
05/18/2017	INV #1071. Due 05/18/2017. --- Dynasty, 1 @ \$7,382.00 = 7,382.00 --- --- *Please remit a 50% deposit of \$3,691.00* --- Thank you --- Tax: WV Sales Charleston Municipal @ 7.0% = 0.00	7,382.00	7,382.00
06/27/2017	PMT #1002855644.	-3,691.00	3,691.00
08/24/2017	INV #1115. Due 08/24/2017. --- Corian, 1 @ \$305.00 = 305.00 --- --- Hardware, 6 @ \$9.50 = 57.00 --- Tax: WV Sales Charleston Municipal @ 7.0% = 25.34	387.34	4,078.34
<p><b>I CERTIFY THAT THE ABOVE MERCHANDISE WAS RECEIVED IN GOOD CONDITION AND CONFORMED TO SPECIFICATIONS.</b></p> <p>DATE: <u>10/12/2017</u></p> <p>SIGNED: <u>[Signature]</u></p>			
Thank You!			

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	387.34	0.00	3,691.00	\$4,078.34

VC 56644

**D** DARIN FISHER DESIGNER KITCHENS,LLC

1404 KANAWHA BLVD. E  
CHARLESTON, WV 25301

**F** Phone: 304-720-3451  
Fax : 304-720-3453

# Invoice

Date	Invoice #
8/24/2017	1115

Bill To
Holley Price Interiors Beth Walker Project

Ship To

P.O. Number	Terms	Ship	Project
		8/24/2017	

*Justice Walker*

Quantity	Item Code	Description	Price Each	Amount
1	Corian	Corian Top Additional Cost	305.00	305.00T
6	Hardware	M957 Pulls	9.50	57.00T
				<b>* 362.00</b>

I CERTIFY THAT THE ABOVE MERCHANDISE  
WAS RECEIVED IN GOOD CONDITION AND  
CONFORMED TO SPECIFICATIONS.

DATE 09/25/2017  
SIGNED [Signature]

**NO TAX**

Sales Tax (7.0%)	\$25.34
<b>Total</b>	<b>\$362.00</b>

25800 7401-0000

*ST*  
Walker 615

GAX 18*36871

7692

## State of West Virginia Purchasing Card Log Sheet

Cardholder Name: Kimberly M. Ellis  
 Account Number: 4807-1580-0032-3371  
 Agency: WVSCA - Administrative Office

Transaction Limit \$2500.00  
 Billing Cycle (Month/Year) January 2017  
 Dept/Org.# 2400

Transaction Date	Vendor	Item Description	Quantity	Total Amt	R* D* C*	Object Code	S Document Number	Date Received
01/03/2017	OnStar	Monthly Service for fleet vehicle	1 month	\$37.89	R			01/03/2017
01/05/2017	Waste Management	Monthly dumpster service for Venable Avenue Warehouse	1 month	\$52.07	R			01/05/2017
01/12/2017	Office Designs	Desk Chair for WVSCA Chambers	1	\$913.00	R			01/19/2017
01/13/2017	OnStar	Monthly Service for fleet vehicle	1 month	\$37.89	R			01/13/2017
01/18/2017	SiriusXM Radio	Annual Radio Subscription Renewal For (3) Fleet Vehicles	1 year	\$491.63	R			01/18/2017

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

*Kimberly M. Ellis* 02/13/2017  
 Purchasing Cardholder Signature      Date

I hereby certify that the items hereon have been received and properly accounted for and approved for payment.

_____  
 Agency Coordinator Signature      Date

*R=Reconciled  
 *D=Disputed  
 *C=Carryover

Walker 616

Ellis, Kimberly

---

**From:** Jose OD <jose@officedesigns.com>  
**Sent:** Monday, February 13, 2017 11:08 AM  
**To:** Ellis, Kimberly  
**Subject:** Direct Commerce Group, LLC: Sales Order #SO21227



## YOUR ORDER CONFIRMATION

Thanks for shopping with us, Kimberly!

We wanted to let you know that:

- Your order was received and is being processed.
- An email regarding your shipping information will be arriving within the next business day.

Please take a moment to review the details of your order listed below. If you notice any discrepancy, please contact us at 1.800.913.8434 or by replying to this email. *We're here to help!*

Learn more about [returns and exchanges](#)

Your Order Number: SO21227

Shipping to: Kimberly at 1900 Kanawha Boulevard East

Order Date		Order Status		
01/11/2017		Billed		
Quantity	Item	PRODUCT MANUFACTURER	Rate	Amount
1	1011100101110196719 Classic Aeron Chair AE213AFCAJG1C73D012109 Classic Aeron Chair - ADJUSTABLE - Rear Tilt Lock & Forward Tilt Adjustment, Fully Adjustable Arms - Height & Pivot, Large - Size C, Adjustable Lumbar Support, Graphite Base / Graphite Frame, Hard Floor Casters, Black Leather, Classic Carbon	Herman Miller	\$1,039.00	\$1,039.00

### Your Bill Summary

WE'RE HERE TO HELP  
Call or Chat with Us  
M-F 7AM to 6 PM CST  
Sat 9AM to 5 PM CST  
Sun 12 PM to 5 PM CST  
CALL 800-913-8434  
E-MAIL [customercare@officedesigns.com](mailto:customercare@officedesigns.com)

Subtotal	\$1,039.00
Discount	(\$126.00)
Shipping Cost	\$0.00
Tax Total	\$0.00
<b>Total</b>	<b>\$913.00</b> ✓

Your Shipping & Billing Addresses

Note: Items may ship in separate boxes, with no additional shipping charges.

Ship To

WVSCA  
Kimberly Ellis  
1900 Kanawha Boulevard East  
Charleston WV 25305  
United States  
(304) 550-6558

Bill To

Kimberly Ellis  
1900 Kanawha Boulevard East  
Charleston WV 25305  
United States

Jose Alverio  
Senior Sales Manager

**OfficeDesigns.com**

722 Landwehr Road  
Northbrook, Illinois 60062  
direct 847.504.1716  
fax 847.504.1700  
toll free 877.696.3342

189357



Ed Weber Architects, LLC  
4640 Guava Court  
Sarasota, Florida 34234  
ed@edweberarchitects.com  
www.edweberarchitects.com

Date 7/10/2017  
Invoice # 13-014-13

Bill To

Supreme Court of Appeals  
Director of Support Services  
Administrative Services Division  
Capitol Complex, Building 1, Room E-100  
Charleston, WV 25305

RECEIVED  
WV SUPREME COURT

JUL 14 2017

FINANCIAL  
DIVISION

Description	Hours	Rate	Amount
Supreme Court of Appeals Renovations to Justices Chambers May/June Design Services			
Principal Architect: Contractor/Interior Designer support and contract administration consulting.	3.75	120.00	450.00

*This invoice represents  
architectural consulting fees  
for Justice Walker's  
chamber remodel. Total  
project cost > \$5,000, so  
should be classified as:*

*APROP - 25800*

*OBJ - 7401*

*SUBOBJ - 0000*

*UNIT - 5402*

*JS*

I CERTIFY THAT THE ABOVE MERCHANDISE  
WAS RECEIVED IN GOOD CONDITION AND  
CONFORMED TO SPECIFICATIONS.

DATE 07/12/2017

SIGNED [Signature]

7/14/17 [Signature]

Thank You for Your Business.  
EIN: 45-5445638

Total \$450.00

198048



# FERGUSON ENTERPRISES #142

160 Spring St  
Charleston, WV 25301  
(304) 342-4784

Invoice No.  
CC222371

## INVOICE

### Customer

Name WV Supreme Court of Appeals  
1900 Kanawha Boulevard E  
Room E100  
Charleston WV 25305

Invoice Date 05/31/2017  
Order No. CC222371

Qty	Description	Unit Price	TOTAL
1	R054036F22 36x22 Van Navy	\$1,645.88	\$1,645.88
1	R3622371Q28 37x22 1H Stone van Top w/ 1co wiwh	\$688.88	\$688.88
1	R200561WH 20x15 Rect Crmc us ves Wht	\$245.85	\$245.85
1	R370137Q28 37 Stone b/splash wiwh	\$48.68	\$48.68
1	D65050LFPN 1.5 GPM 1 hdl 1H lav	\$418.32	\$418.32

SubTotal	\$3,047.61
Tax	
<b>TOTAL</b>	<b>\$3,047.61</b>

### Remit To:

**FERGUSON ENTERPRISES INC #14 142**  
160 Spring St  
Charleston, WV 25301

*Approved*  
*[Signature]*  
*5/11/17*

Products You Know - People You Trust.

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOB OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT ... [www.ferguson.com/sales-terms.html](http://www.ferguson.com/sales-terms.html)

*pd. 6/5/17*

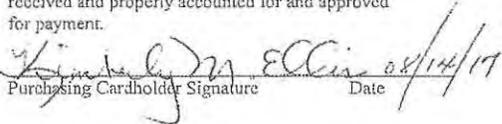
### State of West Virginia Purchasing Card Log Sheet

Cardholder Name: Kimberly M. Ellis  
 Account Number: 4807-1580-0032-3371  
 Agency: WVSCA - Administrative Office

Transaction Limit \$2500.00  
 Billing Cycle (Month/Year) July 2017  
 Dept/Org.# 2400

Transaction Date	Vendor	Item Description	Quantity	Total Amt	R* D* C*	Object Code	S Document Number	Date Received
07/05/2017	Waste Management	Monthly dumpster service for Venable Avenue Warehouse	1 month	\$53.11	R			07/05/2017
07/07/2017	OnStar	Monthly Service for fleet vehicle - Acct. #133674123	1 month	\$37.90	R			07/07/2017
07/06/2017	Build-charge.com	Light Fixtures for chambers	3	\$1257.34	R			07/06/2017
07/06/2017	Build-charge.com	Light fixtures for chambers	3	\$2311.14	R			07/06/2017
07/13/2017	OnStar	Monthly Service for fleet vehicle - Acct. #123112309	1 month	\$37.98	R			07/13/2017

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

  
 Purchasing Cardholder Signature      Date 08/14/17

I hereby certify that the items hereon have been received and properly accounted for and approved for payment.

_____  
 Agency Coordinator Signature      Date

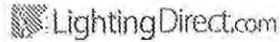
*R=Reconciled  
 *D=Disputed  
 *C=Carryover

Ellis, Kimberly

**From:** LightingDirect.com <customerservice@lightingdirect.com>  
**Sent:** Wednesday, July 05, 2017 2:19 PM  
**To:** Ellis, Kimberly  
**Subject:** Your LightingDirect.com Order #66655755

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**Your Order Number is 66655755**

**Hello Kimberly,**

Thank you for choosing LightingDirect.com. If there's anything else we can do to help you, contact us at (800) 375-3410 or at [cs@LightingDirect.com](mailto:cs@LightingDirect.com).

Happy Home Improving,  
[LightingDirect.com](#)  
[Build.com Network Store](#)

**Helpful Links**

- [My Account](#)
- [Set Up A Return](#)
- [Return Policy](#)
- [Shipping Policy](#)
- [Contact Us](#)
- [Help](#)

## Order Information



<b>Ordered on:</b>	<b>Totals:</b>
Jul 05, 2017	<b>Subtotal:</b> \$1,257.34
	<b>Shipping:</b> \$0.00
<b>Shipping Method:</b>	<b>Tax:</b> \$0.00
Standard Delivery	
	<b>Payment Total:</b> \$1,257.34

**Payment Method(s):**

Visa: \$1,257.34  
ending in 8063

**Order Number**  
**66655755**

Walker 622

Check Order Status

Please Note: Your order will appear as "Build-Charge.com" on your credit card statement

## Billing & Shipping Information



### Billing Information

Kimberly Ellis  
1900 Kanawha Boulevard, East  
Room E-100  
Charleston, WV 25314  
(304) 558-0145

### Shipping Information

Kimberly Ellis  
1900 Kanawha Boulevard, East  
Room E-100  
Charleston, WV 25314  
(304) 558-0145

### Shipment 1



Expected to ship by Friday, July 7

» These items are being shipped via Standard Delivery

#### Product Information

Price      Quantity      Total



87903

Hyde Park 3 Light 24" Wide Bathroom Vanity Light with Seedy Glass Shade

\$199.50

1

\$199.50

Manufacturer: Designers Fountain  
Finish/Color: Vintage Gold



87953

Hyde Park 3 Light Pendant with White Fabric Shade

\$379.50

1

\$379.50

Manufacturer: Designers Fountain  
Finish/Color: Vintage Gold

### Shipment 2



Expected to ship by Wednesday, July 5

» These items are being shipped via Standard Delivery

#### Product Information

Price      Quantity      Total



PHPL5203

\$678.34

1

\$678.34

16" Wide 3 Light Single Pendant

Manufacturer: Park Harbor  
Finish/Color: Antique Silver

*Build.com does not collect sales or use tax on most of the remote sales made over the internet, which may be taxable to you in your state. Therefore, you are obligated to self-report and pay use tax to your state.*



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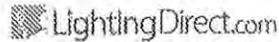
Ellis, Kimberly

---

**From:** LightingDirect.com <customerservice@lightingdirect.com>  
**Sent:** Wednesday, July 05, 2017 1:21 PM  
**To:** Ellis, Kimberly  
**Subject:** Thank You for Your Build.com Order #66655415

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## Thank you for your order!

Your order will appear as "Build-Charge.com" on your credit card statement. Emails with tracking information will be sent when items ship.

**Order #66655415**

1 Item(s), Total: \$2,311.14

Placed On: 07/05/2017

[View Order Summary](#)

### Shipping

#### Standard Delivery

Kimberly Ellis  
1900 Kanawha Boulevard, East  
Room E-100  
Charleston, WV 25314  
3045580145

### Payment

Visa **** * 8063 - \$2,311.14

Kimberly Ellis  
1900 Kanawha Boulevard, East  
Room E-100  
Charleston, WV 25314

3045580145

### Items Purchased



21" Wide 4 Light Chandelier with Globe Cage Frame

Color/Finish: Antique Silver

3 @ \$770.38 ..... \$2,311.14

Subtotal:	\$2,311.14
Discount:	-\$0.00
Shipping:	\$0.00
Tax:	\$0.00
<b>Grand Total:</b>	<b>\$2,311.14</b>

#### Need To Make a Return?

You may initiate a return for an item(s) within 30 days of receipt for a full refund of the original payment. Returns requested between 31 and 60 days after receipt will only qualify for store credit.

[Set Up Return](#) | [Return Policy](#)

*Build.com does not collect sales or use tax on most of the remote sales made over the internet, which may be taxable to you in your state. Therefore, you are obligated to self-report and pay use tax to your state.*



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[Privacy Policy](#) • [Terms of Use](#)

## State of West Virginia Purchasing Card Log Sheet

Cardholder Name: Kimberly M. Ellis  
 Account Number: 4807-1580-0032-3371  
 Agency: WVSCA - Administrative Office

Transaction Limit \$2500.00  
 Billing Cycle (Month/Year) August 2017  
 Dept/Org.# 2400

Transaction Date	Vendor	Item Description	Quantity	Total Amt	R* D* C*	Object Code	S Document Number	Date Received
08/03/2017	Ferguson Enterprises	Bathroom Fixtures for Justice Walker's Office	5	\$53.48	R			08/03/2017
08/05/2017	Waste Management	Monthly dumpster service for Venable Avenue Warehouse	1 month	\$54.04	R			08/05/2017
08/10/2017	OnStar	Monthly Service for fleet vehicle	1 month	\$37.91	R			08/10/2017
08/13/2017	OnStar	Monthly Service for fleet vehicle	1 month	\$37.91	R			08/13/2017
08/15/2017	WV Parkways Authority	EZ Pass Account payment for Fleet vehicles	1 month	\$100.00	R			08/15/2017
08/15/2017	Goldfarb Electric	LED Bulbs for Justice Walker's Office	21	\$200.99	R			08/15/2017
08/18/2017	Lowe's	Miscellaneous items for Justice Walker's Office	3	\$9.93	R			08/18/2017
08/18/2017	Well's Home Furnishings	Desk and Return for Justice Walker's Office	2	\$2136.00	R			08/18/2017
08/22/2017	Lowe's	LED Bulbs for Justice Ketchum's Office	32	\$384.36	R			08/22/2017

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

*Kimberly M. Ellis* 08/12/2017  
 Purchasing Cardholder Signature      Date

I hereby certify that the items hereon have been received and properly accounted for and approved for payment.

_____  
 Agency Coordinator Signature      Date

*R=Reconciled  
 *D=Disputed  
 *C=Carryover

Ellis, Kimberly

**From:** holley price <holleypriceinteriors@gmail.com>  
**Sent:** Tuesday, August 15, 2017 3:50 PM  
**To:** Ellis, Kimberly  
**Subject:** Fwd: Email Order# CC251051-1

Here's the receipt

Sent from my iPhone

Begin forwarded message:

**From:** Natasha Holstein - 142 OHVAL <natasha.holstein@ferguson.com>  
**Date:** August 15, 2017 at 3:42:39 PM EDT  
**To:** <holleypriceinteriors@gmail.com>  
**Subject:** Email Order# CC251051-1  
**Reply-To:** <natasha.holstein@ferguson.com>

**Order Confirmation # CC251051-1**

**FERGUSON/WOLSELEY IND #142**  
160 SPRING STREET  
CHARLESTON, WV 25301-1027

Phone : 304-342-4784  
Fax : 304-342-6721

**Order No.:** CC251051-1  
**Order Date:** 08/02/17  
**Writer.....:** DBB  
**Sold To.....:** WV SUPREME COURT OF APPEALS  
1900 KANAWHA BOULEVARD E  
ROOM E100  
CHARLESTON, WV 25305

**Req Date:** 08/22/17  
**Ship Via.:** COUNTER PICK-UP  
**Terms.....:** CASH ON DEMAND  
**Ship To...:** WV SUPREME COURT OF AP  
1900 KANAWHA BOULEVAR  
ROOM E100  
CHARLESTON, WV 25305

**Cust PO#..:**

**Job Name.:**

Item	Description	Quantity	Net Price	UM	Tot
7212031	HORZ SGL POST TP HLDR PN	1	53.475	EA	

Subtotal: \$53.48  
Inbound Freight: \$0.00  
Tax: \$0.00  
Order Total: \$53.48

**WARRANTY PROVISIONS**

The purchaser's sole and exclusive warranty is that provided by the manufacturer, if any. Seller makes no express or implied warranties. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE.



STATE OF WEST VIRGINIA  
PURCHASING CARD LOG SHEET

Transaction Limit

June  
Billing Cycle Month

2017  
Billing Cycle Year

ZACHARY THOMPSON  
Cardholder Name

Account Number

KANAWHA  
County

ADMINISTRATIVE OFFICE  
Court / Division

TRANSACTION DATE	VENDOR	ITEM DESCRIPTION	QUANTITY	TOTAL AMOUNT	R* D* C*
6-02-17	speedway	gas in truck/accident		\$43.46	R
06-05-2017	advance auto	signal light bulb for truck		\$6.79	
06-08-17	goldfarb	switch with cord for mrs. Dee hill's light		\$19.13	
06-08-17	charleston acoustics	ceiling tile for office of counsel offices		\$98.63	
06-21-17	goldfarb	panduit breaker tool/breaker box		\$44.31	
06-28-17	goldfarb	new lights for Justice walkers office		\$269.50	
06-28-17	pile hardware	material for chiefs office/ undercounter board back up		\$32.26	
GRAND TOTAL AMOUNT:				\$514.08	

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

*R=Reconciled  
*D=Disputed  
*C=Carryover

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

Purchasing Cardholder Signature

Date

Authorizing Supervisor Signature

Date



**Electric Supply Co., Inc.**  
 116 Virginia Street, East P.O. Box 3319  
 Charleston, West Virginia 25333-3319  
 (304) 342-2153 • (606) 726-0467  
 FAX (304) 345-1321

ORDER NUMBER	PAGE
--------------	------

DATE ORDERED	SHIP INSTRUCTIONS	SHIPPED/REC'D
--------------	-------------------	---------------

DATE SHIPPED
--------------

SHIP TO

REGN. NO.

TAX	WH	BUYER/SLSM	VEND./CUST.	CUSTOMER ORDER NO.	TELEPHONE NO.	TERMS	GIVEN BY
-----	----	------------	-------------	--------------------	---------------	-------	----------

LINE	ITEM NUMBER	DESCRIPTION	✓	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	UM	EXTENDED PRICE
<p><b>GOLDFARB ELECTRIC SUPPLY</b>            116 VIRGINIA STREET EAST            CHARLESTON, WV 25301</p> <p><b>SALE</b></p> <p>MID: 1750 Store: 4616 Term: 8102 REF#: 00000002            Batch #: 428 RRN: 717912201609            06/26/17 08:24:48            Trans ID: 387179446894248            APPR CODE: 038876            VISA Chip            ****3329****</p> <p><b>AMOUNT \$269.50</b></p>									

APPROVED

LOCATION	FILLED BY
CHECKED OUT BY	DELIVERED BY
UPS/PP	TOTAL

CITI VISA  
 AID: A0000000031010  
 TVR: 00 00 00 00 00  
 TSE: P8 00

We are not responsible for errors made on re 18% ANNUALLY will be ad charge \$2.00. Prices subject to change without notice.

CUSTOMER COPY

es, damage or 6 per month or minimum billing

SUBTOTAL

TOTAL

## State of West Virginia Purchasing Card Log Sheet

Cardholder Name: Kimberly M. Ellis  
 Account Number: 4807-1580-0032-3371  
 Agency: WVSCA - Administrative Office

Transaction Limit \$2500.00  
 Billing Cycle (Month/Year) August 2017  
 Dept/Org.# 2400

Transaction Date	Vendor	Item Description	Quantity	Total Amt	R* D* C*	Object Code	S Document Number	Date Received
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08/05/2017	Waste Management	Monthly dumpster service for Venable Avenue Warehouse	1 month	\$54.04	R			08/05/2017
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08/13/2017	OnStar	Monthly Service for fleet vehicle	1 month	\$37.91	R			08/13/2017
08/15/2017	WV Parkways Authority	EZ Pass Account payment for Fleet vehicles	1 month	\$100.00	R			08/15/2017
08/15/2017	Goldfarb Electric	LED Bulbs for Justice Walker's Office	21	\$200.99	R			08/15/2017
08/18/2017	Lowe's	Miscellaneous items for Justice Walker's Office	3	\$9.93	R			08/18/2017
08/18/2017	Well's Home Furnishings	Desk and Return for Justice Walker's Office	2	\$2136.00	R			08/18/2017
08/22/2017	Lowe's	LED Bulbs for Justice Ketchum's Office	32	\$384.36	R			08/22/2017

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Kimberly M. Ellis 08/12/2017  
 Purchasing Cardholder Signature Date

I hereby certify that the items hereon have been received and properly accounted for and approved for payment.

_____  
 Agency Coordinator Signature Date

*R=Reconciled  
 *D=Disputed  
 *C=Carryover



Electric Supply Co., Inc.  
 116 Virginia Street East P.O. Box 5319  
 Charleston, West Virginia 25305-2319  
 (304) 242-2155 • (800) 756-0567  
 FAX (304) 242-4321

**GOLDFARB ELECTRIC SUPPLY**  
 116 VIRGINIA STREET EAST  
 CHARLESTON, WV 25301

**SALE**

MO: 1750 Store: 4616 Term: 9/02  
 REF#: 00000017  
 Batch #: 482 RRN: 722747404916  
 08/15/17 13:33:13  
 Trans ID: 467227631944777  
 APPR CODE: 018727  
 VISA Chip  
 *****9063

**AMOUNT \$200.99**

APPROVED

CITI VISA  
 AID: A6000000031010  
 TVR: 00 80 20 80 00  
 TSI: FC 00

CUSTOMER COPY

LOCATION	FIELD BY
CHECKED OUT BY	DELIVERED BY
UPS/RP	TOTAL

We are not responsible for loss or damage in transit. Claims for shortages, damage or errors must be made on receipt of goods. A FINANCE CHARGE of 1% per month or 18% ANNUAL will be added to all unpaid invoices 30 days past due. Minimum billing charge \$2.00. Prices subject to change without notice.

PRINT NAME _____  
 CUSTOMER SIGNATURE _____

SUBTOTAL  
**TOTAL**

LINE	ITEM NUMBER	DESCRIPTION	ORDERED	SHIPPED	BEFORE	UNIT PRICE	UM	EXTENDED PRICE

REQ. NO. _____  
 S H I P T O

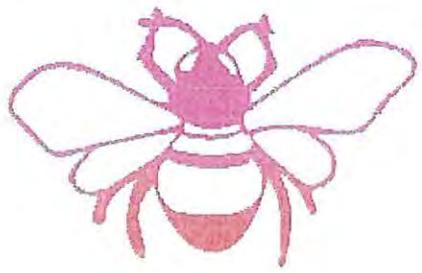
DATE ORDERED	SHIP INSTRUCTIONS	DATE SHIPPED

ORDER NUMBER

PAGE

VC 60334

STMT 2400 102417



# HOLLEY PRICE INTERIORS

## SEPTEMBER 2017 STATEMENT

Interior Design Services,

Justice Beth Walker Offices

Capitol Building Complex

\$5,000.00

WV state tax \$0.00

Subtotal \$5,000.00

Reimbursements, please see attached \$76.58

**TOTAL DUE \$5,076.58**

RECEIVED  
WEST VIRGINIA SUPREME COURT

OCT 24 2017

FINANCIAL  
DIVISION

I CERTIFY THAT THE ABOVE MERCHANDISE  
WAS RECEIVED IN GOOD CONDITION AND  
CONFORMED TO SPECIFICATIONS.

DATE 10/18/2017  
SIGNATURE [Handwritten Signature]

Approved  
10/18/17  
[Handwritten Signature]

304-421-1505

209 W. WASHINGTON ST. CHARLESTON, WV 25302

HOLLEYPRICEINTERIORS@GMAIL.COM WWW.HOLLEYPRICEINTERIORS.COM

25900

7401

GAX 18 * 4945 Walker 633

BETH  
WALKER



LOWE'S HOME CENTERS, LLC  
#50 RHL BOULEVARD  
SOUTH CHARLESTON, WV 25309 (304) 746-7980

- SALE -

SALESH: FSTLANE2 13 TRANSH: 14418224 08-22-17

11823 BEADED S PEWTER SINGLE DE 6.97  
11584 BEADED S PEWTER DOUBLE TO 8.97

SUBTOTAL: 15.94  
TAX: 1.12  
INVOICE 06877 TOTAL: 17.06  
M/C: 17.06

M/C:XXXXXXXXXXXX4482 AMOUNT:17.06 AUTHCD:194597  
CHIP REFID:074606062402 08/22/17 12:10:11  
CUSTOMER CODE: walker  
M/C: 17.06

JUSTICE  
WALKER



LOWE'S HOME CENTERS, LLC  
#50 RHL BOULEVARD  
SOUTH CHARLESTON, WV 25309 (304) 746-7980

- SALE -

SALESH: S0746SB1 2292484 TRANSH: 67074229 08-18-17

634441 AR ACRYL BALL FINIALS MAT 18.77  
19054 BEADED S PEWTER SINGLE TO 20.91  
3 @ 6.97  
11584 BEADED S PEWTER DOUBLE TO 8.97

SUBTOTAL: 48.65  
TAX: 3.41  
INVOICE 10350 TOTAL: 52.06  
M/C: 52.06

M/C:XXXXXXXXXXXX4482 AMOUNT:52.06 AUTHCD:721111  
CHIP REFID:074610194483 08/18/17 12:36:45  
CUSTOMER CODE: walker  
APL: MASTERCARD TVR: 0000040000  
AID: A0000000041010 TSI: E800

BETH  
WALKER



LOWE'S HOME CENTERS, LLC  
5750 HACCORRLE AVE SE  
CHARLESTON, WV 25304 (304) 926-6700

- SALE -

SALESH: S0675HC2 1757966 TRANSH: 23667665 08-25-17

19054 BEADED S PEWTER SINGLE TO 6.97

SUBTOTAL: 6.97  
TAX: 0.49  
INVOICE 40647 TOTAL: 7.46  
CASH: 7.46

STORE: 0675 TERMINAL: 40 08/25/17 09:28:15  
# OF ITEMS PURCHASED: 1  
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.  
SEE REVERSE SIDE FOR RETURN POLICY.

### State of West Virginia Purchasing Card Log Sheet

Cardholder Name: Kimberly M. Ellis  
 Account Number: 4807-1580-0032-3371  
 Agency: WVSCA - Administrative Office

Transaction Limit \$2500.00  
 Billing Cycle (Month/Year) August 2017  
 Dept/Org.# 2400

Transaction Date	Vendor	Item Description	Quantity	Total Amt	R* D* C*	Object Code	S Document Number	Date Received
08/26/2017	Homegoods	Coat Hangers for Justice Walker's Office	1 package	\$9.99	R			08/26/2017
08/26/2017	Bailes Granite and Marble	Granite and Installation for Justice Walker's Office	1	\$1423.00	R			08/26/2017

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

Kimberly M. Ellis 09/12/2017  
 Purchasing Cardholder Signature      Date

I hereby certify that the items hereon have been received and properly accounted for and approved for payment.

_____  
 Agency Coordinator Signature      Date

*R=Reconciled  
 *D=Disputed  
 *C=Carryover

# HomeGoodsSM

Shoppes At Trace Fork  
RHL Blvd. & Rte. 119  
South Charleston, WV 25309  
304-744-0865

## TAX EXEMPT SALE

TAX EXEMPT #: 55600076  
52 - STORAGE & ORG 178811 9.99 N

SUBTOTAL \$9.99  
TOTAL \$9.99  
VISA \$9.99

----- TRANSACTION RECORD -----

*****8063

PURCHASE

EXPIRES **/** CHIP

AUTH# 090137

AID A0000000031010

APP PREFERRED NAME CITI VISA

APPLICATION LABEL Visa Credit

PIN verified

038194 90100027 13:38:50

APPROVED

*****  
HOMEGOODS VALUES YOUR FEEDBACK!!!!

Tell us what you think about  
your store visit today and  
enter a monthly drawing to win a  
\$500 HomeGoods Gift Card!

Visit [www.HOMEGOODSFEEDBACK.com](http://www.HOMEGOODSFEEDBACK.com)

Respond by 09/09/17

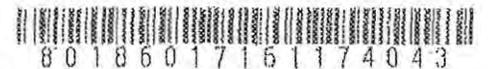
You will need to reference  
your receipt

Survey number: 0186017161

SEE WEBSITE FOR COMPLETE RULES

*****

CUSTOMER COPY



ITEMS 1

0101

0186 01 7161 08/26/17 13:39:02 1054

THANK YOU FOR SHOPPING AT HOMEGOODS

REFUNDS WITHIN 30 DAYS WITH RECEIPT

Store Credit Only With Gift Receipt

Other restrictions may apply

**State of West Virginia Purchasing Card  
Log Sheet**

29186

Cardholder Name: Kimberly M. Ellis  
 Account Number: -3371  
 Agency: WVSCA - Administrative Office *5411*

Transaction Limit \$2500.00  
 Billing Cycle (Month/Year) September 2017  
 Dept/Org.# 2400

Transaction Date	Vendor	Item Description	Quantity	Total Amt	R* D* C*	Object Code	S Document Number	Date Received
09/04/2017	OnStar	Monthly Service for fleet vehicle - Acct. #133674123	1 month	\$37.91	R			09/04/2017
09/05/2017	Waste Management	Monthly dumpster service for Venable Avenue Warehouse	1 month	\$53.67	R			09/05/2017
09/08/2017	Target	Miscellaneous items for Justice Walker's office	6	\$90.22	R			09/08/2017
09/13/2017	OnStar	Monthly Service for fleet vehicle - Acct. #123112309	1 month	\$37.91	R			09/13/2017
09/22/2017	WV Parkways Authority	EZ Pass Account payment for Fleet vehicles	1 month	\$100.00	R			09/22/2017
09/26/2017	Homegoods	Miscellaneous items for Justice Walker's Office	15	\$274.85	R			09/26/2017

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.  
*Kimberly M. Ellis* 10/13/2017  
 Purchasing Cardholder Signature Date

I hereby certify that the items hereon have been received and properly accounted for and approved for payment.  
*Sue Rowley* 10/13/2017  
 Agency Coordinator Signature Date

*R=Reconciled  
 *D=Disputed  
 *C=Carryover

# HomeGoodsSM

Shoppes At Traca Fork  
RHL Blvd. & Rte. 119  
South Charleston, WV 25309  
304-744-0865

## TAX EXEMPT SALE

TAX EXEMPT #: 556000760

34 - GLASSWARE	053832	12.99	N
44 - FRAMES	063636	6.99	N
44 - FRAMES	063596	7.99	N
44 - FRAMES	018384	6.99	N
44 - FRAMES	083791	5.99	N
34 - GLASSWARE	099694	7.99	N
33 - DECOR ACCESS	081503	39.99	N
34 - GLASSWARE	123527	9.99	N
33 - DECOR ACCESS	171632	24.99	N
33 - DECOR ACCESS	141250	29.99	N
34 - GLASSWARE	011877	12.99	N
34 - GLASSWARE	011877	12.99	N
33 - DECOR ACCESS	119953	29.99	N
33 - DECOR ACCESS	118380	29.99	N
34 - GLASSWARE	022396	34.99	N

SUBTOTAL \$274.85  
TOTAL \$274.85  
VISA \$274.85

### TRANSACTION RECORD

*****8063

PURCHASE

EXPIRES **/** CHIP

AUTH# 064819

AID 0000000031010

APP PREFERRED NAME CITI VISA

APPLICATION LABEL Visa Credit

PIN verified

014629 50200008 16:27:35

APPROVED

*****  
HOMEGOODS VALUES YOUR FEEDBACK!!!

Tell us what you think about  
your store visit today and  
enter a monthly drawing to win a  
\$500 HomeGoods Gift Card!

Visit [www.HOMEGOODSFEEDBACK.com](http://www.HOMEGOODSFEEDBACK.com)

Respond by 10/10/17

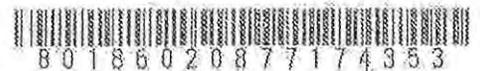
You will need to reference  
your receipt.

Survey number: 0186020877

SEE WEBSITE FOR COMPLETE RULES

*****

CUSTOMER COPY



ITEMS 15

0201

0186 02 0877 09/26/17 16:27:49 1016

THANK YOU FOR SHOPPING AT HOMEGOODS

REFUNDS WITHIN 30 DAYS WITH RECEIPT

Store Credit Only With Gift Receipt

Other restrictions may apply

# Lloyd Kister Custom Furniture & Design

85 Whittington Rd  
Charleston, WV 25312

Phone: 304-419-2551  
Email: LDKSoccer@msn.com

## Bill To:

Administrative Office of Court  
Attn: Kim Ellis  
State Capitol  
1900 Kanawha Blvd. East  
Charleston, WV 25305

Invoice # 44  
Date March 21, 2017

Description	Amount
-------------	--------

Repair & Refinish Cass Gilbert Desk	2335.00
Repair & Refurbish Cass Gilbert Table	718.00
Replace LED driver in bookcase in deliberation room	<u>92.50</u>

Total \$3145.50

*Justice Walker's office*

I CERTIFY THAT THE ABOVE MERCHANDISE  
WAS RECEIVED IN GOOD CONDITION AND  
CONFORMED TO SPECIFICATIONS.

DATE 07/05/2017

SIGNED Kim Ellis

*Auehacur-Joy 7/5/2017*

## State of West Virginia Purchasing Card Log Sheet

Cardholder Name: Kimberly M. Ellis  
 Account Number: 4807-1580-0032-3371  
 Agency: WVSCA - Administrative Office

Transaction Limit \$2500.00  
 Billing Cycle (Month/Year) August 2017  
 Dept/Org.# 2400

Transaction Date	Vendor	Item Description	Quantity	Total Amt	R* D* C*	Object Code	S Document Number	Date Received
08/03/2017	Ferguson Enterprises	Bathroom Fixtures for Justice Walker's Office	5	\$53.48	R			08/03/2017
08/05/2017	Waste Management	Monthly dumpster service for Venable Avenue Warehouse	1 month	\$54.04	R			08/05/2017
08/10/2017	OnStar	Monthly Service for fleet vehicle	1 month	\$37.91	R			08/10/2017
08/13/2017	OnStar	Monthly Service for fleet vehicle	1 month	\$37.91	R			08/13/2017
08/15/2017	WV Parkways Authority	EZ Pass Account payment for Fleet vehicles	1 month	\$100.00	R			08/15/2017
08/15/2017	Goldfarb Electric	LED Bulbs for Justice Walker's Office	21	\$200.99	R			08/15/2017
08/18/2017	Lowe's	Miscellaneous items for Justice Walker's Office	3	\$9.93	R			08/18/2017
08/18/2017	Well's Home Furnishings	Desk and Return for Justice Walker's Office	2	\$2136.00	R			08/18/2017
08/22/2017	Lowe's	LED Bulbs for Justice Ketchum's Office	32	\$364.36	R			08/22/2017

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

*Kimberly M. Ellis* 08/18/2017  
 Purchasing Cardholder Signature Date

I hereby certify that the items hereon have been received and properly accounted for and approved for payment.

_____  
 Agency Coordinator Signature Date

*R=Reconciled  
 *D=Disputed  
 *C=Carryover



LOWE'S HOME CENTERS, LLC  
 5750 HACCORLE AVE SE  
 CHARLESTON, WV 25304 (304) 926-6700

- SALE -

SALES#: S0675TR1 2252109 TRANS#: 62073950 08-18-17

334944 HM 1-CT 1-IN HV PLASTIC H	2.39
65956 WXHH 12-CT SH. & MED CLR	2.97
311003 WXHH 00-CT BUMPER CORBO P	4.47
SUBTOTAL: 9.83	
TOTAL TAX: 0.00	
INVOICE 39754 TOTAL:	9.83
VISA:	9.83

VISA:XXXXXXXXXX0663 AMOUNT:9.83 AVENCH:070516

CHIP REFID:067539189293 08/18/17 12:32:20

CUSTOMER CODE: n

APL: CITI VISA FUR: 0000000000

AID: A000000031010 TSI: F800

STORE: 0675 TERMINAL: 39 08/18/17 12:33:28

OF ITEMS PURCHASED: 3

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.  
 SEE REVERSE SIDE FOR RETURN POLICY.  
 STORE MANAGER: DAVE FLINN

LOWE'S PRICE MATCH GUARANTEE  
 FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

*****

» YOUR OPINIONS COUNT!  
 » REGISTER FOR A CHANCE TO BE  
 » ONE OF FIVE \$300 WINNERS DRAWN MONTHLY!  
 » REGISTRESE EN EL SORTEO MENSUAL  
 » PARA SER UNO DE LOS CINCO GANADORES DE \$300!  
 »  
 » REGISTER BY COMPLETING A GUEST SATISFACTION SURV  
 » WITHIN ONE WEEK AT: [www.lowes.com/survay](http://www.lowes.com/survay)  
 » Y O U A T # 39754 0675 230  
 »

» NO PURCHASE NECESSARY TO ENTER OR WIN.  
 » VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO EI  
 » OFFICIAL RULES & WINNERS AT: [www.lowes.com/sur](http://www.lowes.com/sur)

*****

STORE: 0675 TERMINAL: 39 08/18/17 12:33:

186899

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER: WV Supreme Court of Appeals  
1900 Kanawha Blvd East.  
Building One, Room E-100

PROJECT: Renovation to the  
Administrative Office of  
Justice Elizabeth D. Walker

APPLICATION NO: 1

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR:

Oval Construction Mgmt  
PO Box 401  
Charleston, WV 25322

CONTRACT FOR: General Construction

VIA ARCHITECT:

8/15/17

PROJECT NOS:

CONTRACT DATE: 6/19/17

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	44,200
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	44,200
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	44,200
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	\$	2,210
b. 0 (Column F on G703)	\$	0
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	2,210
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	41,990
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	0
8. CURRENT PAYMENT DUE	\$	41,990
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,210

CONTRACTOR: Oval Construction Management LLC

By:  Date: 8/17/17

State of WV County of Kanawha  
Subscribed and sworn to before me this 17th day of August 2017  
Notary Public: Denise R. Cunningham  
My Commission expires: June 21, 2021

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$

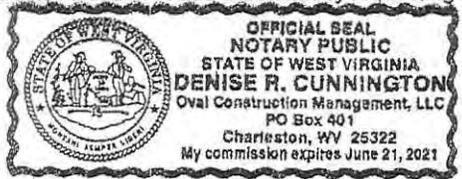
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  
By: See contract pg. 1 Date:

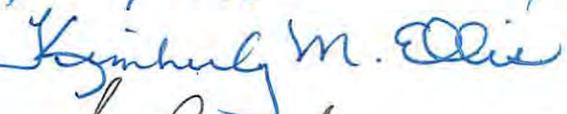
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0	\$0
Net CHANGES by Change Order	\$0	

User may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.



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 08/29/2017  
 08/29/17  
 8/29/2017

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 3 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

APPLICATION NO: 1

Contractor's signed certification is attached.

APPLICATION DATE: 8/15/2017

In tabulations below, amounts are stated to the nearest dollar.

PERIOD TO: 8/15/2017

Use Column I on Contracts where variable retainage for line items may apply.

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
1	General Conditions	11,251		11,251		11,251	100.00%		
2	Select Building Demolition Lab	3,240		3,240		3,240	100.00%		
3	Wood Blocking	250		250		250	100.00%		
4	Wood Wainscot Allowance	3,200		3,200		3,200	100.00%		
5	Build Closet	600		600		600	100.00%		
6	Baseboard	942		942		942	100.00%		
7	Install Cabinetry Main Office	800		800		800	100.00%		
8	Joint Sealant Labor	200		200		200	100.00%		
9	Wood Doors Labor	200		200		200	100.00%		
10	Vitrolite panels Labor	350		350		350	100.00%		
11	Ceramic Tile Labor	757		757		757	100.00%		
12	Wood Flooring Install	1,760		1,760		1,760	100.00%		
13	Flooring Trim around doors	280		280		280	100.00%		
14	Painting Subcontract	9,920		9,920		9,920	100.00%		
15	Plumbing	1,650		1,650		1,650	100.00%		
16	Electrical	8,800		8,800		8,800	100.00%		
<b>GRAND TOTALS</b>		44,200	0	44,200	0	44,200	100.00%	0	

Walker 643

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

 **AIA**® Document A105™ – 2007

**Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project**

AGREEMENT made as of the 19th day of June in the year 2017  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

West Virginia Supreme Court of Appeals  
1900 Kanawha Blvd East  
Building One, Room E-100  
Charleston, WV 25305

and the Contractor:  
(Name, legal status, address and other information)

Oval Construction Management LLC  
PO Box 401  
Charleston, WV 25322

for the following Project:  
(Name, location and detailed description)

Renovation to the Administrative Office of Justice Elizabeth D. Walker  
WV Capitol Complex Building One, Rooms E-302 and ~~E-301~~  
Charleston WV 25305 E-300 JRC

The project consists of historic renovation to the existing office. A detailed description is included and shown in the Attached Exhibit A.

The Architect:  
(Name, legal status, address and other information)

There is no Architect of Record for this Project. The Owner will perform all duties of the Architect. Any disputes arising from this Contract will be jointly negotiated and decided by the Owner and Contractor in place of the Architect.

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION DATE
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated , and enumerated as follows:

Drawings:		
Number	Title	Date
Not Applicable		

Specifications:		
Section	Title	Pages
Not Applicable		

- .3 addenda prepared by the Architect as follows:
 

Number	Date	Pages
Not Applicable		
- .4 written orders for changes in the Work issued after execution of this Agreement; and

Init.

.5 other documents, if any, identified as follows:

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than August 20th, 2017 ( ) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.  
*(Insert the date of commencement, if it differs from the date of this Agreement.)*

## ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Forty-Four Thousand Two Hundred Dollars (\$ 44,200 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of Work	Value
See the Attached Exhibit A Schedule of Values	

§ 3.3 Unit prices, if any, are as follows:

*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
1. Demolition Labor	1. Man Hour - Beyond 72 Man Hours	1. \$56
2. Builders Risk Insurance Policy	2. One time charge - No cost for Builders risk is included in Oval's quote presently	2. \$750
3. Labor to move or relocate the Owner's existing Furniture, Fixtures and Equipment. (FF&E)	3. Man Hour - - No cost for moving FF&E is included in Oval's quote presently	3. \$56
4.		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
1. Select Building Demolition Labor	\$3240
2. Wood Blocking Behind Walls as required	\$250
3. Wood Wainscot Material	\$1600
4. Wood Wainscot Installation Labor	\$1600
5. Build Closet Labor (Material by Owner)	\$600
6. New Baseboard (If required)	\$942

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7. Labor for Cabinetry and Countertops (Material by Owner)	\$800
8. Wood Door Installation (Material by Owner)	\$200
9. Labor or Subcontract Charges to Install or modify existing vitrolite panels (Material by Owner)	\$350
10. Labor to Install new Ceramic Tile in bathroom (All Material by Owner)	\$756
11. Labor to Install New Wood Floor (All Material by Owner)	\$1600
12. Labor and Material for shoe molding around existing door frames and new flooring intersection if necessary	\$280
13. Painting Subcontract as described on the attached Estimate by Prism Painting dated 6/7/2017.	\$9420
14. Plumbing Subcontract - remove and replace existing toilet. Remove existing sink faucet and replace new sink faucet and waste trap. (Sink and faucet by Owner)	\$1650
15. Electrical Subcontract as described in the attached South Charleston Electric Proposal dated 6/7/17	\$8800

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Not applicable

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

#### ARTICLE 4 PAYMENT

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Monthly

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

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User Notes:

(2054516596)

## ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:  
(Insert specific insurance requirements and limits.)

Type of insurance	Limit of liability (\$0.00)
See Attached Exhibit B	

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Section 8.12.

§ 5.4 The Contractor shall provide a certificate of insurance showing its coverages prior to commencement of the Work.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents and employees, each of the other; and (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work:

## ARTICLE 6 GENERAL PROVISIONS

### § 6.1 THE CONTRACT

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### § 6.2 THE WORK

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### § 6.3 INTENT

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

### § 6.4 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

## ARTICLE 7 OWNER

### § 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

#### § 7.2 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

#### § 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

#### § 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

### ARTICLE 8 CONTRACTOR

#### § 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

#### § 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

#### § 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

#### § 8.4 LABOR AND MATERIALS

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### § 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

#### § 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

#### § 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

#### § 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

#### § 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

#### § 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

#### § 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall properly dispose of waste materials.

#### § 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

### ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work,

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since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

#### ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

#### ARTICLE 12 PAYMENTS AND COMPLETION

##### § 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

##### § 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the

Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

### § 12.3 CERTIFICATES FOR PAYMENT

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part.

### § 12.4 PROGRESS PAYMENTS

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### § 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

### § 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and

equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

##### § 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### § 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

##### § 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

#### ARTICLE 16 TERMINATION OF THE CONTRACT

##### § 16.1 TERMINATION BY THE CONTRACTOR

If the Architect fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

##### § 16.2 TERMINATION BY THE OWNER FOR CAUSE

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

17.1 Contractor acknowledges that Owner is a branch of the government of the State of West Virginia and is therefore immune from suit under Section 35, Article VI of the Constitution of West Virginia. Contractor therefore agrees and acknowledges that the sole forum for any claim or lawsuit Contractor may have arising from this Agreement is the Court of Claims of the State of West Virginia

17.2 Contractor represents and warrants as follows:

17.2.1 Contractor has full power and authority to enter into this Agreement.

17.2.2 Contractor is in good standing in the jurisdictions in which it conducts business.

17.2.3 Contractor accepts responsibility to comply with all laws and regulations, including acquisition of any permits and licenses required by or incidental to completion of its work/provision of Services pursuant to this Agreement.

17.2.4 Contractor agrees not to solicit for hire the services of any Court employee it comes in contact while performing the work/Service set for in this Agreement.

17.2.5 Contractor shall not violate the terms of any agreement with any third party in performing the work/providing the Services pursuant to this Agreement.

17.2.6 Contractor agrees and affirms that in completing the work/providing the Service for this Agreement, it will use only work product that is the original work of Contractor, or that it is permitted or licensed to use, and that it will not infringe upon, violate, or misappropriate any intellectual property, patent, copyright, trade secret, trademark, contract, or any other privacy right or proprietary right of any third party, and that Contractor shall indemnify, defend, and hold the Court, its successors and assigns, harmless from any and all claims, loss, damages, costs and expenses, including reasonable attorney fees, resulting from any alleged breach of this provision.

17.2.7 Contractor agrees to bring promptly to the attention of the Court any situation that may pose a potential conflict of interest.

17.3 See the attached Oval Construction quote dated 6/12/17 which forms the basis of this contract.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

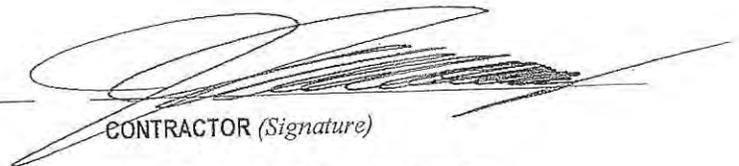


OWNER (Signature)

Gary L. Johnson  
Administrative Director  
Supreme Court of Appeals of West Virginia

(Printed name, title and address)

Gary L. Johnson  
Administrative Director



CONTRACTOR (Signature)

James Carney Jr. Managing Member  
PO Box 401  
Charleston, WV 25322

(Printed name, title and address)

LICENSE NO.: WV037157  
JURISDICTION: West Virginia



EXHIBIT "B"

INSURANCE REQUIREMENTS

**Exhibit A**

**Attachment to AIA A105 Standard Form of Agreement Between Contractor and Subcontractor**

**Project:**

**Renovation to the Administrative Office of Justice Elizabeth D. Walker**

**Location:**

WV Capitol Complex Building One, Rooms E-302 and 301  
Charleston WV 25305

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory – State of WV
Contractor's Public Liability Insurance General Aggregate	\$2,000,000
Liability Insurance – Products Complete Operations Aggregate	\$1,000,000
Liability Insurance – Personal & Advertising Injury Limit	\$1,000,000
Liability Insurance – Each Occurrence	\$1,000,000
Automobile Liability – Insurance Limits Per accident; provide "Any Auto" Coverage	\$1,000,000
Excess Liability Insurance Limits Required: Combined Single Limit Occurrence: Aggregate	\$2,000,000

Oval Construction Management LLC agrees to add the Owner as an additional insured for General Liability, Auto Liability and Excess Liability on a Primary and Non Contributory Basis on their Insurance Policy.  
Builder's Risk: At the present time, Builders Risk will be carried by the Owner unless other arrangements are made.

Prizm Painting LLC  
 20 Edgewood Dr  
 Hurricane, WV 25526  
 WV 038686

# Estimate

Date
6/7/2017

Name / Address
Walker Supreme Court

Terms	Project

Item	Description	Qty	Total
Commercial Labor	Plaster Patching	30	2,540.00
Commercial Labor	20x20 Room 1 Walls	920	1,840.00
Commercial Labor	20x20 Room 2 Walls	920	1,840.00
Commercial Labor	20x20 Room Ceiling 1	400	860.00
Commercial Labor	20x20 Room Ceiling 2	400	860.00
Commercial Labor	Wallpaper Removal & Skim	120	360.00
Commercial Labor	Wainscotting Painting	320	1,120.00
	Subtotal From Above		9,420.00

	<b>Total</b>	\$9,420.00
--	--------------	------------

Phone #	Fax #	E-mail	Web Site
304-549-8750	304-760-0181	Imcgreww@prizmpaintingllc.com	prizmpaintingllc.com

1011 "F" Street  
P.O. Box 8494  
South Charleston, WV 25303

Phone (304) 744-3407  
Fax (304) 744-3408  
Contractor No. WV000800

# South Charleston Electric Co.



June 7, 2017

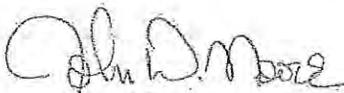
**Oval Construction**  
**James Carney**

**Re: Justice Walkers Office Renovation**

**Electrical Scope:**

- Install all new fixtures furnished by owner to include:
  - Removal and replacement of 2 chandeliers and 1 bathroom fixture in the justice's office.
  - Cut in and install 7 new can fixtures and 1 switch for the cans.
  - Cut in and install 5 new can fixtures and replace 1 existing can fixture in the justice's admin. office.
  - Cut in and install 1 new switch for the can fixtures.
  
- Replace switches, receptacles and covers in both offices and bathroom.
- Relocate 5 outlets as directed by the owner.
- Any cutting, chasing of walls, patching and painting for the wiring of switches and outlets by others.

**\$8,800.00**

  
**John Moore**  
**President**

**OVAL CONSTRUCTION MANAGEMENT**  
 Charleston, WV  
 347-8820

Job Name: Supreme Court - Justice Walker's Office Renovation  
 Location: Charleston WV  
 Date: 6/12/17

ITEM NO.	CSI FORMAT SUMMARY	oval labor	mat'l & rat'l eqp.	subs	total \$\$\$
	General Conditions	760	1,575	0	2,335
01	Excavation & Sitework	3,240	0	0	3,240
02	Concrete	0	0	0	0
03	Masonry	0	0	0	0
04	Metals	3,828	2,064	0	5,892
05	Wood & Plastics	180	180	0	360
06	Moisture & Thermal Protection	200	0	0	200
07	Doors & Windows	2,906	80	9,920	12,906
08	Finishes	0	0	0	0
09	Specialties	0	0	0	0
10	Equipment	0	0	0	0
11	Furnishings	0	0	0	0
12	Special Construction	0	0	0	0
13	Elevators	0	0	1,650	1,650
14	Mechanical	0	0	8,800	8,800
15	Electrical	11,114	3,899	20,370	35,383
16	Subtotal				3,112
90060	Direct Labor Burden		28.0%		167
90010	Small Tools		1.5%		273
90515	Material Sales Tax		7.0%		0
90030	Builder's Risk Insurance	none			344
90015	Contractors Liability Insurance	form			0
90500	Building Permit	none			0
90100	Performance & Payment Bond	none			334
90510	City B&O Tax		2.00%		0
90600	Architectural/Engineer Fees	none			0
90650	Consultant Expense	none			0
90005	Union fringe benefits	none			3,536
90800	Oval Construction's Fee		8.00%		0
90700	Contingency		0.00%		0
90035	Owner's Allowance		none		44,199
	<b>TOTAL</b>		>>>>		<b>44,700</b>

*Approved*  
*[Signature]*

FINAL BUDGET 44,700

**QUALIFICATIONS:**

01	GENERAL CONDITIONS	units	quantity	labor unit price	mat'l & rat'l eqp. unit price	subs unit price	oval labor	mat'l & rat'l eqp.	subs	total \$\$\$
	Supervision	working	0	2000.00	0.00	0.00	0	0	0	0
01300	Blueprints	none	0	0.00	0.00	0.00	0	0	0	0
01390	Miscellaneous & Expendables	allow	1	0.00	75.00	0.00	0	75	0	75
01400	Field Eng & Layout	none	0	0.00	0.00	0.00	0	0	0	0
01405	Soils Testing	none	0	0.00	0.00	0.00	0	0	0	0
01410	Concrete Testing	none	0	0.00	0.00	0.00	0	0	0	0
01415	Asbestos Testing	none	0	0.00	0.00	0.00	0	0	0	0
01420	Lead Paint Testing	none	0	0.00	0.00	0.00	0	0	0	0
01425	Mold Testing	none	0	0.00	0.00	0.00	0	0	0	0
01500	Mobilization	allow	1	200.00	200.00	0.00	200	200	0	400
01510	Temp Water Bill	none	0	0.00	0.00	0.00	0	0	0	0
01511	Temp Gas Well	none	0	0.00	0.00	0.00	0	0	0	0
01512	Temp Electric Bill	none	0	0.00	0.00	0.00	0	0	0	0
01513	Cell Phones & Pagers	mo	1	0.00	100.00	0.00	0	100	0	100
01517	Drinking Water	none	0	0.00	0.00	0.00	0	0	0	0
01520	Temporary Toilets	none	0	0.00	0.00	0.00	0	0	0	0
01522	Temporary Fencing	none	0	0.00	0.00	0.00	0	0	0	0
01525	Barricades	none	0	0.00	0.00	0.00	0	0	0	0
01560	Dust Partitions	none	0	0.00	0.00	0.00	0	1,200	0	1,200
01570	Dumpsters	pulls	2	0.00	600.00	0.00	0	0	0	0
01575	Project Sign	none	0	0.00	0.00	0.00	0	0	0	0
01576	Project Sign Material	none	0	0.00	0.00	0.00	0	0	0	0
01580	Job Trailers	none	0	0.00	0.00	0.00	360	0	0	360
01590	General Labor	ml	8	45.00	0.00	0.00	200	0	0	200
01595	Final Cleanup	sf	800	0.25	0.00	0.00	0	0	0	0
	Subtotal						760	1,575	0	2,335

		units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total \$\$\$
02	EXCAVATION & SITEWORK									
			0	0.00	0.00	0.00	0	0	0	0
02050	Site Demolition	none	0	0.00	0.00	0.00	0	0	0	0
02060	Select Building Demolition Lab	mh	72	45.00	0.00	0.00	3,240	0	0	3,240
02061	Sitework	none	0	0.00	0.00	0.00	0	0	0	0
	Subtotal						3,240	0	0	3,240
03	CONCRETE									
			0	0.00	0.00	0.00	0	0	0	0
03200	Concrete	none	0	0.00	0.00	0.00	0	0	0	0
	Subtotal						0	0	0	0
04	MASONRY									
			0	0.00	0.00	0.00	0	0	0	0
04200	Unit Masonry Subcontractor	none	0	0.00	0.00	0.00	0	0	0	0
04210	Hearth / Mantle	none	0	0.00	0.00	0.00	0	0	0	0
04400	Marble Window Stools	none	0	0.00	0.00	0.00	0	0	0	0
	Subtotal						0	0	0	0
05	METALS									
			0	0.00	0.00	0.00	0	0	0	0
05100	Steel	none	0	0.00	0.00	0.00	0	0	0	0
	Totals						0	0	0	0
06	WOOD & PLASTICS									
			1	0.00	100.00	0.00	0	100	0	100
06100	Rough Hardware Material	allow	1	200.00	50.00	0.00	200	50	0	250
06200	Wood Wainscot Allowance	sf	160	10.00	10.00	0.00	1,600	1,600	0	3,200
06201	Build closet	mh	12	50.00	0.00	0.00	600	0	0	600
06202	Baseboard	lf	157	4.00	2.00	0.00	628	314	0	942
06250	Install Cabinetry Main Office	mh	16	50.00	0.00	0.00	800	0	0	800
06251	Cabinetry	by owner	0	0.00	0.00	0.00	0	0	0	0
06252	Admin Office Cabinetry & tops	by owner	0	0.00	0.00	0.00	0	0	0	0
06300	Cabinets & Top Labor	unknown	0	0.00	0.00	0.00	0	0	0	0
	Subtotal						3,828	2,064	0	5,892







**OWNER:** WV Supreme Court of Appeals  
 1900 Kanawha Blvd East  
 Building One, Room E-100

**PROJECT:** Renovation to the Administrative Office of Justice Elizabeth D. Walker

**APPLICATION NO:** 2

**Distribution to:**

OWNER	
ARCHITECT	
CONTRACTOR	X

**FROM CONTRACTOR:** Oval Construction Mgmt  
 PO Box 401  
 Charleston, WV 25322

**VIA ARCHITECT:**

**PROJECT NOS:** 9/19/17

**CONTRACT DATE:** 6/19/17

**CONTRACTOR'S APPLICATION FOR PAYMENT**

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**ORIGINAL CONTRACT SUM**

1. Net change by Change Orders	\$ 44,200
2. CONTRACT SUM TO DATE (Line 1 ± 2)	\$ 17,975
3. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 62,175
4. RETAINAGE:	\$ 62,175

5. RETAINAGE:

a. 0 % of Completed Work \$ 0

b. 0 (Column D + E on G703) \$ 0

(Column F on G703)

Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0

6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 62,175

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 41,990

8. CURRENT PAYMENT DUE \$ 20,185

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$17,975.00	
Total approved this Month	\$17,975	\$0
<b>TOTALS</b>		
NET CHANGES by Change Order	\$17,975	

**CONTRACTOR:** Oval Construction Management LLC

By: *[Signature]* Date: 9/19/17

State of: WV County of: Kanawha

Subscribed and sworn to before me this 19th day of September 2017

Notary Public: Denise R. Cunningham

My Commission expires: 06-21-21

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 17,975.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: See contract, page 1 Date: 10/04/2017

ARCHITECT:

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Use of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.



*Alice Baker Joy* 10/13/17

*Jay Fisher* 10/6/17

*Kimberly M. Eddins* 10/04/2017

*Walter*

# CONTINUATION SHEET

AIA DOCUMENT G703

APPLICATION NO: 2

APPLICATION DATE: 9/19/2017

PERIOD TO: 9/19/2017

ARCHITECT'S PROJECT NO:

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G+C)	H BALANCE TO FINISH (C-G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD						
1	General Conditions	11,251	11,251	0	0		11,251	100.00%		
2	Select Building Demolition Lab	3,240	3,240	0	0		3,240	100.00%		
3	Wood Blocking	250	250	0	0		250	100.00%		
4	Wood Wainscot Allowance	3,200	3,200	0	0		3,200	100.00%		
5	Build Closet	600	600	0	0		600	100.00%		
6	Baseboard	942	942	0	0		942	100.00%		
7	Install Cabinetry Main Office	800	800	0	0		800	100.00%		
8	Joint Sealant Labor	200	200	0	0		200	100.00%		
9	Wood Doors Labor	200	200	0	0		200	100.00%		
10	Vitrolite panels Labor	350	350	0	0		350	100.00%		
11	Ceramic Tile Labor	757	757	0	0		757	100.00%		
12	Wood Flooring Install	1,760	1,760	0	0		1,760	100.00%		
13	Flooring Trim around doors	280	280	0	0		280	100.00%		
14	Painting Subcontract	9,920	9,920	0	0		9,920	100.00%		
15	Plumbing	1,650	1,650	0	0		1,650	100.00%		
16	Electrical	8,800	8,800	0	0		8,800	100.00%		
17	Change Order #1	17,975		17,975	17,975		17,975	100.00%		
<b>GRAND TOTALS</b>		62,175	44,200	17,975	0		62,175	100.00%	0	

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



# Document A105™ - 2007

## Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project

AGREEMENT made as of the 19th day of June in the year 2017  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

West Virginia Supreme Court of Appeals  
1900 Kanawha Blvd East  
Building One, Room E-100  
Charleston, WV 25305

and the Contractor:  
(Name, legal status, address and other information)

Oval Construction Management LLC  
PO Box 401  
Charleston, WV 25322

for the following Project:  
(Name, location and detailed description)

Renovation to the Administrative Office of Justice Elizabeth D. Walker  
WV Capitol Complex Building One, Rooms E-302 and ~~301A~~ ^{E-300} JRC  
Charleston WV 25305

The project consists of historic renovation to the existing office. A detailed description is included and shown in the Attached Exhibit A.

The Architect:  
(Name, legal status, address and other information)

There is no Architect of Record for this Project. The Owner will perform all duties of the Architect. Any disputes arising from this Contract will be jointly negotiated and decided by the Owner and Contractor in place of the Architect.

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.



Construction  
Management LLC

Post Office Box 401 • Charleston, WV 25322 • Phone 304.347.8820 • Cellular 304.549.4051  
www.ovalconstruction.com • info@ovalconstruction.com

September 19, 2017

West Virginia Supreme Court of Appeals  
Attn: Kimberly Ellis, Director of Administrative Services  
Building One, Room E-100  
1900 Kanawha Blvd East  
Charleston, WV 25305

Kim,

Enclosed for your review and execution are (2) copies of the Final Application for Payment (#2) and 2 copies of Change Order 1.

Please return one fully executed Change Order to Oval Construction. I have enclosed a return envelope for your convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Carney, Jr.", written over a blue scribbled line.

James Carney, Jr  
Managing Member  
Oval Construction Management, LLC

Enc: (2) Final Application for Payment (#2)  
(2) Change Order 1



# AIA®

# Document G701™ – 2001

## Change Order

<b>PROJECT</b> (Name and address):	<b>CHANGE ORDER NUMBER:</b> 001	<b>OWNER:</b> <input type="checkbox"/>
Justice Walker Office Renovation:	<b>DATE:</b> 09/19/2017	<b>ARCHITECT:</b> <input type="checkbox"/>
WV Supreme Court of Appeals		<b>CONTRACTOR:</b> <input checked="" type="checkbox"/>
1900 Kanawha Blvd East		<b>FIELD:</b> <input type="checkbox"/>
Building One, Room E-100		<b>OTHER:</b> <input type="checkbox"/>
Charleston, WV 25305		
<b>TO CONTRACTOR</b> (Name and address):	<b>ARCHITECT'S PROJECT NUMBER:</b>	
Oval Construction Management,	<b>CONTRACT DATE:</b> 06/19/2017	
LLC.	<b>CONTRACT FOR:</b> Office Renovation	
PO Box 401		
Charleston, WV 25322		

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
See the attached Exhibit A.

The original Contract Sum was	\$ 44,200.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 44,200.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 17,975.00
The new Contract Sum including this Change Order will be	\$ 62,175.00

The Contract Time will be increased by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

not applicable	Oval Construction Management, LLC.	Supreme Court of Appeals of West Virginia
<u>See contract, page 1</u>		
<b>ARCHITECT</b> (Firm name)	<b>CONTRACTOR</b> (Firm name)	<b>OWNER</b> (Firm name)
1900 Kanawha Blvd. E., Room E100	PO Box 401	1900 Kanawha Blvd. E., Room E100
Charleston, WV 25305	ADDRESS	Charleston, WV 25305
<b>ADDRESS</b>	<b>ADDRESS</b>	
<i>Kimberly M. Ellis</i>	<i>[Signature]</i>	<i>[Signature]</i>
<b>BY</b> (Signature)	<b>BY</b> (Signature)	<b>BY</b> (Signature)
<u>Kimberly M. Ellis</u>	James R. Carney, Jr.	<u>Gary Johnson</u>
(Typed name)	(Typed name)	(Typed name)
<u>10/04/2017</u>	<u>9/19/17</u>	<u>10/6/17</u>
<b>DATE</b>	<b>DATE</b>	<b>DATE</b>

**Exhibit A to Change Order #1 from Pay Application #2**

Project : *Renovation to the Administrative Office of Justice Elizabeth D. Walker*

Item #1 - Extra Wainscot

See the attached pricing proposal by Oval Construction Management dated 7/27/2017

**Add \$5,201**

Item #2 - Pickup/Deliver Flooring

See the attached pricing proposal by Oval Construction Management dated 8/17/2017

**Add \$865**

Item #3 - Tile Labor Price

See the attached pricing proposal by Oval Construction Management dated 8/17/2017

**Add \$1,773**

Item #4 - Patch Floor Walker's Bathroom

See the attached pricing proposal by Oval Construction Management dated 8/17/2017

**Add \$587**

Item #5 - Dust Control in Main Hallway

See the attached pricing proposal by Oval Construction Management dated 8/17/2017

**Add \$198**

Item #6 - Mount Drawer in Cabinet

See the attached pricing proposal by Oval Construction Management dated 8/17/2017

**Add \$632**

Item #7 - Radiator Cleaning

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

**Add \$612**

Item #8 - Install Cabinets, Crown Molding, Shoe Molding

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

**Add \$4,181**

Item #9 - Repair Justice Ketchum's Floor

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

**Add \$525**

Item #10 - Install, Modify, and Repair Bathroom Vanity

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

**Add \$961**

Item #11 - Install and Modify Curtains and Valence

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

**Add \$477**

Item #12 - Install New Toilet and Shutoff Valves

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

**Add \$991**

Item #13 - Install Light Fixture and New Circuit

See the attached pricing proposal by Oval Construction Management dated 8/23/2017

**Add \$972**

**Total of Change Order #1**

**\$17,975**

Pricing Proposal Log			
Oval No.	No.	Item	Pending Amount
20.012	1	Extra Wainscot	\$ 5,201.00
20.003	2	Pickup/Deliver Flooring	\$ 865.00
	3	Tile Labor Price	\$ 1,773.00
20.002	4	Floor patch walker's bathroom	\$ 587.00
	5	Dust Control	\$ 198.00
20.005	6	Mount drawer in cabinet	\$ 632.00
20.006	7	Radiator Cleaning	\$ 612.00
20.011, 20.004, 20.008	8	Install Cabinets and Crown & all trim allowances in 1	\$ 4,181.00
20.007	9	Ketchum Floor	\$ 525.00
20.009	10	Vanity	\$ 961.00
20.010	11	Curtains and Valence	\$ 477.00
	12	New Toilet & Shutoff valves	\$ 991.00
	13	Install light and new circuit	\$ 972.00
		Total to date	\$ 17,975.00

Original Contract Amount      \$    44,200.00  
 Changes & Pending Changes to    \$    17,975.00  
 New Contract Amount                \$    62,175.00

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 7/27/2017

Pricing Proposal # 1

Description of Work: Provide a the specified wood wainscot with modificat

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				\$ (1,600)
2.	Contractual Wainscot Allowance			\$ (1,120)
3.	Contractual Painting Allowance (See Prism Painting Proposal last line item)			\$ (600)
4.	Contractual Closet Allowance			\$ 780
5.	Prism Painting Additional costs (Wainscot touchup & Crown Molding)			\$ 6,819
6.	Quality Woods Pricing Proposal Dated 6/28/16			
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ -	\$ -	\$ 4,279
<b>Total:</b>				\$ 4,279
<b>Labor Burden:</b>	24%			\$ -
<b>Liability Insurance</b>	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 39
<b>Bond</b>	0%			\$ -
<b>B&amp;O Tax</b>	2%			\$ 104
<b>Tax On Material:</b>	6%			\$ 780
<b>Profit &amp; Overhead</b>	15%			\$ 5,201
<b>Grand Total:</b>				\$ 5,201

James Carney Jr.

---

From: Luke McGrew [lmcgrew@prizmpaintingllc.com]  
Sent: Wednesday, August 23, 2017 7:50 AM  
To: 'James Carney Jr.'  
Subject: Supreme Court

Original Contract 9420.00

Deduct Wainscotting -1120

Add Wainscotting Caulking & Touchup +186

Add Crown Molding +594

New Contract 9080.00

.5 other documents, if any, identified as follows:

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than August 20th, 2017 ( ) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.  
(Insert the date of commencement, if it differs from the date of this Agreement.)

## ARTICLE 3 CONTRACT SUM

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Forty-Four Thousand Two Hundred Dollars (\$ 44,200 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
(Itemize the Contract Sum among the major portions of the Work.)

Portion of Work	Value
See the Attached Exhibit A Schedule of Values	

§ 3.3 Unit prices, if any, are as follows:  
(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
1. Demolition Labor	1. Man Hour - Beyond 72 Man Hours	1. \$56
2. Builders Risk Insurance Policy	2. One time charge - No cost for Builders risk is included in Oval's quote presently	2. \$750
3. Labor to move or relocate the Owner's existing Furniture, Fixtures and Equipment (FF&E)	3. Man Hour -- No cost for moving FF&E is included in Oval's quote presently	3. \$56
4.		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:  
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
1. Select Building Demolition Labor	\$3240
2. Wood Blocking Behind Walls as required	\$250
3. Wood Wainscot Material	\$1600 ← *
4. Wood Wainscot Installation Labor	\$1600
5. Build Closet Labor (Material by Owner)	\$600 ← *
6. New Baseboard (If required)	\$942

init.

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User Notes:

(2054516595)

Walker 674

- 7. Labor for Cabinetry and Countertops (Material by Owner) \$800
- 8. Wood Door Installation (Material by Owner) \$200
- 9. Labor or Subcontract Charges to Install or modify existing vitrolite panels (Material by Owner) \$350
- 10. Labor to Install new Ceramic Tile in bathroom (All Material by Owner) \$756
- 11. Labor to Install New Wood Floor (All Material by Owner) \$1600
- 12. Labor and Material for shoe molding around existing door frames and new flooring intersection if necessary \$280
- 13. Painting Subcontract as described on the attached Estimate by Prism Painting dated 6/7/2017. \$9420 ← ★
- 14. Plumbing Subcontract - remove and replace existing toilet. Remove existing sink faucet and replace new sink faucet and waste trap. (Sink and faucet by Owner) \$1650
- 15. Electrical Subcontract as described in the attached South Charleston Electric Proposal dated 6/7/17 \$8800

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Not applicable

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

**ARTICLE 4 PAYMENT**

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:  
*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Monthly

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

%

Prizm Painting LLC  
 20 Edgewood Dr  
 Hurricane, WV 25526  
 WV 038686

# Estimate

Date
6/7/2017

Name / Address
Walker Supreme Court

Terms	Project

Item	Description	Qty	Total
Commercial Labor	Plaster Patching	30	2,540.00
Commercial Labor	20x20 Room 1 Walls	920	1,840.00
Commercial Labor	20x20 Room 2 Walls	920	1,840.00
Commercial Labor	20x20 Room Ceiling 1	400	860.00
Commercial Labor	20x20 Room Ceiling 2	400	860.00
Commercial Labor	Wallpaper Removal & Skim	120	360.00
Commercial Labor	Wainscoting Painting	320	1,120.00
	Subtotal From Above		9,420.00

<b>Total</b>		\$9,420.00
--------------	--	------------

Phone #	Fax #	E-mail	Web Site
304-549-8750	304-760-0181	lmcgrew@prizmpaintingllc.com	prizmpaintingllc.com



# QUALITY WOODS INC.

30237

OAK, CHERRY, MAPLE, POPLAR, ASH, OTHER HARDWOODS

**ESTIMATE** PG BOX 957 ELEANOR WV 25070 - PH# 1-(304)-586-3877 FAX# 1-(304)-586-9754

Customer/Contractor: **OVAL CONSTRUCTION CO (JIM CARNEY)** ) Estimate Date: 6/28/2017  
 WV Supreme Court Justice Walker's Office Phone #: (304) 347-8820  
 Charleston WV Salesman: Bryan Pell

**Price is for material only. Prefinish charge is to prime.**

EM	Quantity	Description	Unit Price	Est Price
		***ALL MATERIAL TO BE PAINT GRADE POPLAR AND MAPLE PLYWOOD***		
1)	1 lot	CUSTOM WAINSCOTING AS PER DRAWING WITH 1/2 IN. PLYWOOD BACK 37 IN. TALL WITH 3/4" X 3 1/2" POPLAR ATTACHED AS SHOWN PER PATTERN IN DRAWING (RAW)	\$3,463.00	\$3,463.00
2)	1 ea.	PRIME THE ABOVE WAINSCOT	\$1,127.00	\$1,127.00
3)	1 ea.	CUSTOM CLOAK CLOSET 24 1/2 INCHES WIDE 24 INCHES DEEP AND 84 INCHES TALL WITH ONE FLAT PANEL DOOR AND ATTACHED CROWN AT TOP.(RAW)	\$882.00	\$882.00
4)	1 ea.	PRIME THE ABOVE CABINET	\$179.00	\$179.00
5)	1 ea.	TAIL GATE DELIVERY TO EAST LOADING DOCK AT STATE CAPITOL	\$65.00	\$65.00
6)	1 ea.	ADDITIONAL CHARGE TO PAINT WITH SHERWIN WILLIAMS MATCHING PAINT COLOR	\$653.00	\$653.00
7)	1 ea.	ADDITIONAL 1% CHARLESTON WV SALES TAX	\$63.69	\$63.69
			Add for Prefinish	\$0.00
			Sub Total	\$6,432.69
			6% Tax	\$385.96
			<b>TOTAL</b>	<b>\$6,818.65</b>
			<b>DEPOSIT</b>	<b>\$0.00</b>
			<b>AMOUNT DUE</b>	<b>\$6,818.65</b>

Terms: 50% Down with signed order Balance due upon delivery. Estimates are good for 30 days

Accepted By: X

These estimated prices are based upon our receipt of the total job quantities. Addition or deletions may require price changes. We do not guarantee that the material listed in this estimate will be all that is required to complete this project.

Wednesday, June 28, 2017 10:11:26 AM

Page 1 of 1

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 2

Description of Work: Pickup wood flooring; pickup marble floor

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	Pickup Wood Flooring at Smith Floor Covering Distributors			
4.	2 men 4 hours each 2x4x\$45	\$ 360		
5.	Truck and fuel	\$ -	\$ 50	
6.				
7.	Pickup Marble Flooring at Smith Floor Covering Distributors			
8.	Mike Smith 2 man hours @ \$55	\$ 110		
9.	Truck and fuel	\$ -	\$ 40	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ 470	\$ 90	\$ -
	<b>Total:</b>			\$ 560
	<b>Labor Burden:</b> 28%			\$ 132
	<b>Liability Insurance:</b> 0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 21
	<b>Bond:</b> 0%			\$ -
	<b>B&amp;O Tax:</b> 2%			\$ 17
	<b>Tax On Material:</b> 6%			\$ 5
	<b>Profit &amp; Overhead:</b> 15%			\$ 130
	<b>Grand Total:</b>			\$ 865

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 3

Description of Work: Tile Floor & Walls in Bathroom

Description of work performed	Oval Labor	Material	Subcontractor
1.			
2.			
3.	\$ (756)		
4.			
5.	\$ -		\$ 1,750
6.			
7.			\$ 701
8.	\$ -		
9.	\$ -	\$ -	
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			
21.			
22.			
23.			
24.			
25.			
26.			
	\$ (756)	\$ -	\$ 2,451
<b>Total:</b>			\$ 1,695
<b>Labor Burden: 28%</b>			\$ (212)
<b>Liability Insurance 0%</b>	0.9 % on Subcontractors plus 4.5% on labor		\$ (12)
<b>Bond 0%</b>			\$ -
<b>B&amp;O Tax 2%</b>			\$ 35
<b>Tax On Material: 6%</b>			\$ -
<b>Profit &amp; Overhead 15%</b>			\$ 266
<b>Grand Total:</b>			\$ 1,773

By Cornerston Interiors, Inc. PO Box 412 Eleanor Wv

Job name: Supreme Court

Description of Work: Re-work the tile between Vitrolite as requested by the Owner

Description of work performed		Oval Labor	Material	Subcontractor
1.		\$ 420		
2.	Carpenter 8 hours @ \$52.50			
3.				
4.		\$ -		
5.				
6.				
7.				
8.		\$ -		
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.		\$ 420	\$ -	\$ -
<b>Total:</b>				\$ 420
<b>Labor Burden: 34%</b>				\$ 143
<b>Liability Insurance 0%</b>				\$ 19
<b>B&amp;O Tax 2%</b>				\$ 14
<b>Profit &amp; Overhead 15%</b>				\$ 105
<b>Total:</b>				\$ 701

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation  
Date: 8/17/2017

Pricing Proposal # 4

Description of Work: Patch Floor in Main Office and in the bathroom

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.			\$ 80	
3.	Floor Patch Material 2 bags at \$40/bag			
4.	Justice Walker's office labor	\$ 194		
5.	1 Carpenter & 1 Laborer @ \$52 & \$45 2 hours each			
6.				
7.	Floor Patch in Bathroom	\$ 110		
8.	Mike Smith 2 man hours @ \$55	\$ -	\$ -	
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.		\$ 304	\$ 80	\$ -
<b>Total:</b>				\$ 384
<b>Labor Burden:</b>	28%			\$ 85
<b>Liability insurance</b>	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 14
<b>Bond</b>	0%			\$ -
<b>B&amp;O Tax</b>	2%			\$ 12
<b>Tax On Material:</b>	6%			\$ 5
<b>Profit &amp; Overhead</b>	15%			\$ 88
<b>Grand Total:</b>				\$ 587

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 5

Description of Work: Dust Control in the Main Hallway of the Supreme Court Justices wing of the Capitol

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.			\$ 22	
3.	Air Filters for Air Returns			
4.		\$ 105		
5.	2 man hours			
6.				
7.		\$ -		
8.		\$ -	\$ -	
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.		\$ 105	\$ 22	\$ -
<b>Total:</b>				\$ 127
<b>Labor Burden: 28%</b>				\$ 5
<b>Liability insurance 0%</b> 0.9 % on Subcontractors plus 4.5% on labor				\$ -
<b>Bond 0%</b>				\$ 4
<b>B&amp;O Tax 2%</b>				\$ 1
<b>Tax On Material: 6%</b>				\$ 30
<b>Profit &amp; Overhead 15%</b>				\$ 198
<b>Grand Total:</b>				

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation  
 Date: 8/17/2017  
 Pricing Proposal # 6  
 Description of Work: Mount Drawer in Admin Office under counter

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.		\$ 388		
3.	1 Carpenter & 1 Laborer @ \$52 & \$45 4 hours each			
4.			\$ 10	
5.	Miscellaneous fasteners			
6.				
7.		\$ -		
8.		\$ -	\$ -	
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.		\$ 388	\$ 10	\$ -
<b>Total:</b>				\$ 398
<b>Labor Burden: 28%</b>				\$ 109
<b>Liability Insurance 0%</b> 0.9 % on Subcontractors plus 4.5% on labor				\$ 17
<b>Bond 0%</b>				\$ -
<b>R&amp;O Tax 2%</b>				\$ 13
<b>Tax On Material: 6%</b>				\$ 1
<b>Profit &amp; Overhead 15%</b>				\$ 95
<b>Grand Total:</b>				\$ 632

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 7

Description of Work: Wire brush clean the radiators

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	Prism Painting quoted price \$500 each			
4.	Oval Quoted price \$250 each x 3 radiators	\$ 600	\$ -	
5.	Miscellaneous fasteners		\$ -	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.		\$ 600	\$ -	\$ -
<b>Total:</b>				\$ 600
<b>Labor Burden:</b>	0%			\$ -
<b>Liability Insurance</b>	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ -
<b>Bond</b>	0%			\$ -
<b>B&amp;O Tax</b>	2%			\$ 12
<b>Tax On Material:</b>	6%			\$ -
<b>Profit &amp; Overhead</b>	15%			\$ -
<b>Grand Total:</b>				\$ 612

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 8

Description of Work: Install Cabinets, crown molding, shoe molding.

Description of work performed		Oval Labor	Material	Subcontractor
1.				
2.				
3.	Contract Allowances	\$ -	\$ (600)	
4.	New Baseboard	\$ (800)		
5.	Labor for Cabinetry	\$ (200)		
6.	Wood Door Installation			
7.				
8.	Quality Woods Invoice 1115348	\$ -	\$ 67	
9.	Quality Woods Invoice 30299	\$ -	\$ 333	
10.	Quality Woods Invoice 1130402		\$ 71	
11.	Lowes - Crown Molding		\$ 46	
12.				
13.	Labor for Crown in toilet and shoe molding in admin office			
14.	1 Carpenter @ \$52 & 3 hours	\$ 156		
15.	1 Laborer @ \$45 for 3 hours	\$ 135		
16.				
17.	Labor for Cabinet Installation and Cabinet Crown molding			
18.	1 Carpenter @ \$52 - 14 hours	\$ 728		
19.	1 Laborer @ \$45 for 14 hours	\$ 630		
20.				
21.	Shoe molding and chair rail at counter & all other shoe molding			
22.	1 Carpenter @ \$52 - 21 hours	\$ 1,092		
23.	1 Laborer @ \$45 for 21 hours	\$ 945		
24.				
25.				
26.				
		\$ 2,686	\$ (83)	\$ -
<b>Total:</b>				\$ 2,603
<b>Labor Burden:</b>	28%			\$ 752
<b>Liability Insurance</b>	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 121
<b>Bond</b>	0%			\$ -
<b>B&amp;O Tax</b>	2%			\$ 84
<b>Tax On Material:</b>	6%			\$ (5)
<b>Profit &amp; Overhead</b>	15%			\$ 627
<b>Grand Total:</b>				\$ 4,181



*** INVOICE ***

1130402

REMIT TO: QUALITY WOODS INC P.O. BOX 4651 CHARLESTON, WV 25364

405 State Street S.E.  
Charleston, WV 25302

11 W. Main St.  
Martinsburg, WV 25170

JLD TO:

OVAL CONSTRUCTION CO  
WV Supreme Court Justice Walker's  
Charleston WV  
(304) 347-8820

1-(304) 925-9546  
1-(800) 439-4094

1-(304) 586-3821  
1-(800) 924-6512

Date: 8/10/2017

P.O. #:

Salesman: Bryan Pell

Ship Qty	B/O	Description	Unit Price	Ext Price
34	U/I	COLONIAL RIFT AND QUARTER WHITE OAK SHOE 1/2" X 3/4" PREFINISH	\$1.95	\$66.30

Add for Prefinish \$0.00  
 Sub Total \$66.30  
 7% Tax \$4.64  
 TOTAL \$70.94  
 Deposit \$0.00  
 Amt Due \$70.94

15 AUG 2017

Please note any damage or missing item on this invoice upon receipt of this order. See the back of this invoice for important information.

Thursday, August 10, 2017 @ 8:15:39 AM

( 30402 )

Page 1 of 1

OFFICE COPY

RECEIVED BY *[Signature]*

DATE

OFFICE COPY



# QUALITY WOODS INC.

30299

OAK, CHERRY, MAPLE, POPLAR, ASH, OTHER HARDWOODS

**ESTIMATE** PO BOX 957 ELEANOR WV 25070 - PH# 1-(304)-586-3879 FAX# 1(304)-586-9754

Customer/Contractor: **OVAL CONSTRUCTION CO (JIM CARNEY)**  
WV Supreme Court Justice Walker's Office  
Charleston WV

Estimate Date: 7/12/2017  
Phone #: (304) 347-8820  
Salesman: Bryan Fell

**Price is for material only. Prefinish charge is to prime.**

Quantity	Description	Unit Price	Ext Price
80 1/4	STANDARD RIFT AND QUARTER WHITE OAK SHOE 1/2" X 3/4" PREFINISH	\$1.95	\$156.00
1 ea.	STAIN MATCH AND PREFINISH THE ABOVE SHOE	\$155.00	\$155.00
1 ea.	7% WV STATE AND CHARLESTON SALES TAX	\$21.77	\$21.77

**Total \$332.77**

Terms: 50% Down with signed order. Balance due upon delivery. Estimates are good for 90 days.

Accepted By: X

These estimated prices are based upon our receipt of the total job quantities. Addition or deletions may require price changes. We do not guarantee that the material listed in this estimate will be all that is required to complete this project.

Thursday, July 13, 2017 @ 2:15:27 PM

Page 1 of 1

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
 Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 9

Description of Work: Repair Justice Ketchum's Floor

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	1 Carpenter & @ \$52 & 3 hours	\$ 156		
4.	Mike Smith @ \$55 & 3 hours	\$ 165		
5.	Miscellaneous supplies		\$ 10	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.		\$ 321	\$ 10	\$ -
<b>Total:</b>				\$ 331
<b>Labor Burden:</b>	23%			\$ 90
<b>Liability Insurance</b>	5%	0.9 % on Subcontractors plus 4.5% on labor		\$ 14
<b>Bond</b>	6%			\$ -
<b>B&amp;O Tax</b>	2%			\$ 11
<b>Tax On Material:</b>	6%			\$ 1
<b>Profit &amp; Overhead</b>	15%			\$ 79
<b>Grand Total:</b>				\$ 525

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
 Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 10

Description of Work: Install, modify and repair the bathroom vanity

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	1 Carpenter @ \$52 & 6 hours	\$ 312		
4.	1 Laborer @ \$45 for 6 hours	\$ 270		
5.	Miscellaneous supplies		\$ 25	
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
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15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ 582	\$ 25	\$ -
				\$ 607
<b>Total:</b>				<b>\$ 163</b>
Labor Burden:	28%			\$ 26
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ -
Bond	0%			\$ 19
B&O Tax	2%			\$ 2
Tax On Material:	6%			\$ 144
Profit & Overhead	15%			\$ 961
<b>Grand Total:</b>				<b>\$ 961</b>

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 11

Description of Work: Install, & modify the curtains and valence

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	1 Carpenter & @ \$52 & 3 hours	\$ 156		
4.	1 Laborer @ \$45 for 3 hours	\$ 135		
5.	Miscellaneous supplies		\$ 10	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ 291	\$ 10	\$ -
				\$ 301
				\$ 81
				\$ 13
				\$ -
				\$ 10
				\$ 1
				\$ 72
				\$ 477

Total:				\$ 301
Labor Burden:	28%			\$ 81
Liability Insurance	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 13
Bond	0%			\$ -
B&O Tax	2%			\$ 10
Tax On Material:	6%			\$ 1
Profit & Overhead	15%			\$ 72
Grand Total:				\$ 477

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 12

Description of Work: Install new toilet and shutoff valves

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				\$ 815
3.	See the attached Pricing Proposal from Harris Brothers			
4.				
5.				
6.				
7.				
8.		\$	\$	
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ -	\$ -	\$ 815
				\$ 815
	<b>Total:</b>			\$ -
	<b>Labor Burden: 28%</b>			\$ 7
	<b>Liability Insurance 0%</b>	0.9 % on Subcontractors plus 4.5% on labor		\$ -
	<b>Bond 0%</b>			\$ 20
	<b>B&amp;O Tax 2%</b>			\$ -
	<b>Tax On Material: 6%</b>			\$ 149
	<b>Profit &amp; Overhead 15%</b>			\$ 991
	<b>Grand Total:</b>			\$ 991



# HARRIS BROTHERS

Since 1936

**Roofing • Sheet Metal • H.V.A.C. • Mechanical**

1533 Hansford Street  
Charleston, WV 25311

(304) 343-5566  
Fax (304) 343-5568

To: Oval Construction

August 17, 2017

Attn: Jim Carney

**RE: Supreme Court – Restroom Renovation Change Orders**

Add furnishing Toilet -----	\$325.00
Add replacement of shutoff valves -----	\$490.00
<b>Total Cost to Date -----</b>	<b>\$815.00</b>

Any questions, please call

Sincerely,

Harris Bros.

Grey Harris

---

**COMMERCIAL & INDUSTRIAL**

Roofing Systems: Built-Up / Single Ply / Slate / Tile / Maintenance / Repairs  
Architectural Sheet Metal Work: Copper / Stainless / Color / Aluminum  
Heating / Ventilating / & Air Conditioning Mechanical Systems

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 13

Description of Work: Install light fixture in bathroom and and dedicated  
20 amp circuit form existing power panel

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	See the attached Pricing Proposal from South Charleston Electric			\$ 800
4.				
5.				
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ -	\$ -	\$ 800
<b>Total:</b>				\$ 800
Labor Burden: 28%				\$ -
Liability Insurance 0% 0.9 % on Subcontractors plus 4.5% on labor				\$ 7
Bond 0%				\$ -
B&O Tax 2%				\$ 19
Tax On Material: 6%				\$ -
Profit & Overhead 15%				\$ 146
<b>Grand Total:</b>				<b>\$ 972</b>

# South Charleston Electric Co.



August 17, 2017

**Oval Construction**  
**James Carney**

**Re: WV Supreme Court Justice Walker Office Renovations**  
**Added Work to Contract**

- Install fixture in the restroom.
- Install a dedicated 20 amp circuit from existing power panel to the new office renovation area.

**\$800.00**

  
**John Moore**  
**President**

186899

# DRAFT AIA Document G701™ - 2001

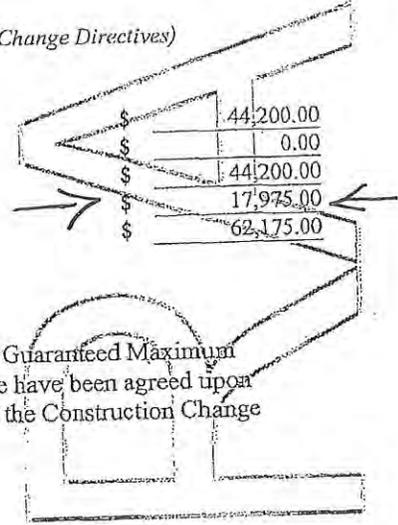
## Change Order

PROJECT (Name and address): Justice Walker Office Renovation: WV Supreme Court of Appeals 1900 Kanawha Blvd East Building One, Room E-100 Charleston, WV 25305	CHANGE ORDER NUMBER: 001 DATE:	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input checked="" type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Oval Construction Management, LLC. PO Box 401 Charleston, WV 25322	ARCHITECT'S PROJECT NUMBER: CONTRACT DATE: 06/19/2017 CONTRACT FOR: \$44,200	

### THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)  
See the attached Exhibit A.

- The original Contract Sum was
- The net change by previously authorized Change Orders
- The Contract Sum prior to this Change Order was
- The Contract Sum will be increased by this Change Order in the amount of
- The new Contract Sum including this Change Order will be
- The Contract Time will be increased by Zero (0) days.
- The date of Substantial Completion as of the date of this Change Order therefore is



NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Oval Construction Management, LLC.

Gary L. Johnson  
Administrative Director  
Supreme Court of Appeals of West Virginia

ARCHITECT (Firm name)  
Owner

CONTRACTOR (Firm name)

OWNER (Firm name) Room E100

1900 Kanawha Blvd. East  
ADDRESS Room E100, Chas., WV 25305

PO Box 401  
ADDRESS

1900 Kanawha Blvd. E, Chas., WV 25305  
ADDRESS

BY (Signature)  
Kimberly M. Ellis

BY (Signature)

BY (Signature)  
Gary L. Johnson

(Typed name)  
Kimberly M. Ellis

(Typed name)  
James R. Carney, Jr.

(Typed name)  
Gary L. Johnson

DATE  
09/25/2017

DATE

DATE  
9/25/17

25800  
7401-0000

Pricing Proposal Log			
Oval No.	No.	Item	Pending Amount
20.012	1	Extra Wainscot	\$ 5,201.00
20.003	2	Pickup/Deliver Flooring	\$ 865.00
	3	Tile Labor Price	\$ 1,773.00
20.002	4	Floor patch walker's bathroom	\$ 587.00
	5	Dust Control	\$ 198.00
20.005	6	Mount drawer in cabinet	\$ 632.00
20.006	7	Radiator Cleaning	\$ 612.00
20.011, 20.004, 20.008	8	Install Cabinets and Crown & all trim allowances in 1	\$ 4,181.00
20.007	9	Ketchum Floor	\$ 525.00
20.009	10	Vanity	\$ 961.00
20.010	11	Curtains and Valence	\$ 477.00
	12	New Toilet & Shutoff valves	\$ 991.00
	13	Install light and new circuit	\$ 972.00
		Total to date	\$ 17,975.00

top of cabinets

Original Contract Amount \$ 44,200.00  
 Changes & Pending Changes to \$ 17,975.00  
 New Contract Amount \$ 62,175.00

*Approved*  
*9-18-17*  
*[Signature]*

# INVOICE

ORDER TIME: 03:10:03

INVOICE NO.

558464  
C-O-D  
1



## SMITH FLOOR COVERING DISTRIBUTORS

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

SHIP TO:

HOLLEY PRICE INTERIORS  
209 WEST WASHINGTON STREET  
  
CHARLESTON WV. 25302

304-421-1505  
KIMBERLY ELLIS  
WEST VIRGINIA SUPREME COURT  
1900 KANAHWA BLVD EAST  
ROOM E100

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS		
2248	00	K ELLIS	05/11/2017	JB	05	CALL FOR		
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION			QUANTITY	PRICE	DISC%	EXTENSION
	TA391-16	FULL FLEX WHITE 50#			1.00	30.28	.0	30.28
	TA620-18-949	WALL ACCUCOLOR-10#-SILVERADO			2.00	21.50	.0	43.00
	SL-99-02	SUMMIT SEAL II QUART			1.00	23.12	.0	23.12
	AOM70123658DB	2X36X5/8 DBL.BEV.WH.CARRARA			1.00	32.52	.0	32.52
	SOM-MRD1243	CHAR. ENG REDUCER WALNUT			2.00	85.72	.0	171.44
		~~~~~						
		DELIVERY FEE						0.00
		BROKEN CARTON FEE						0.00
		TOTAL TAX						
*** TOTALS ***		MDSE. ONLY -->			300.36		*** COLLECT -->	\$300.36

*Approved
6/11/17*

pd. 6/5/17

FILLED BY _____

RECEIVED BY _____

OFFICE

TOTAL PIECES _____

Walker 697

ANN 175K 1.170183

201054

INVOICE

ORDER TIME: 12:51:15

INVOICE NO.

558460
C-O-D
1



SMITH FLOOR COVERING DISTRIBUTORS

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

SHIP TO:

HOLLEY PRICE INTERIORS
209 WEST WASHINGTON STREET

304-421-1505
KIMBERLY ELLIS
WEST VIRGINIA SUPREME COURT
1900 KANAWHA BLVD EAST
ROOM E100

CHARLESTON WV. 25302

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS		
2248	00	K ELLIS	05/11/2017	JB	05	CALL FOR		
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	PRICE	DISC%	EXTENSION		
	SOM-EP51WAE	CHARATER PLANK 5" WALNUT ENG	720.00	9.78	.0	7041.60		
	TOP-M771612	18 CTNS BIANCO GIOA HERRINGBONE POLI	33.29	25.72	.0	856.22		
		DELIVERY FEE				0.00		
		BROKEN CARTON FEE				0.00		
		UPS/FED-EX GR.CHARGE				105.00		
		~~~~~						
		TOTAL TAX						
*** TOTALS ***			MDSE. ONLY -->	7897.82	***COLLECT-->	\$8,002.82		

*Approved by J. J. 6/11/17*

5402

7401-0000

*VCM 179 20762 for ZIP code*

FILED BY _____

RECEIVED BY _____

OFFICE

TOTAL PIECES

Walker 698

*6/6/17*

*CONV 11/11/17*

# Smith Floor Covering Distributors

---

1218 Smith Street-P.O. Box 2826-Charleston, WV 25330 | (304) 344-2493 or Fax# (304) 344-2475 | kari@sfc-wv.com

05/12/2017

Kimberly Ellis  
Maintenance Operations  
West Virginia Supreme Court  
1900 Kanawha Blvd East Room# E100

**Dear Kimberly Ellis:**

This letter is to inform you of the amount due in full, payment expected on pick up, for your job through our customer, Holley Price Interiors.

The amount that is due upon pick up for this job is: \$8,303.18 Please see attached itemized invoices for list of items purchased.

If you have any questions please feel free to contact us.

Sincerely,



Kari Barnett  
Accounts Receivable  
Smith Floor Covering Distributors  
(304) 344-2493 Ext#119  
kari@sfc-wv.com

201054

# INVOICE

ORDER TIME: 03:07:23

INVOICE NO.

560494  
C-O-D  
1



## SMITH FLOOR COVERING DISTRIBUTORS

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

SHIP TO:

HOLLEY PRICE INTERIORS  
209 WEST WASHINGTON STREET  
CHARLESTON WV. 25302

304-421-1505  
KIM ELLIS  
WEST VIRGINIA SUPREME COURT  
1900 KANAWHA BLVD. EAST  
ROOM E100

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS	
2248	00	KIM ELLIS	07/11/2017	J/N	05	CALL FOR	
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION	QUANTITY	PRICE	DISC%	EXTENSION	
	TOP-M771524	BIANCO GIOIA 12X24 POLISHED	6.00	20.14	.0	120.84	
	TOP-P771478	BIANCO GIOIA- POL. CORNICE-1	32.00	19.29	.0	617.28	
		DELIVERY FEE				0.00	
		BROKEN CARTON FEE				0.00	
*** TOTALS ***			MDSE. ONLY -->	738.12	*** COLLECT -->	738.12	

RECEIVED  
WV SUPREME COURT  
JUL 13 2017  
ADMINISTRATIVE  
OFFICE

RECEIVED IN GOOD CONDITION AND  
CONFORMED TO SPECIFICATIONS.  
DATE 07/13/2017  
SIGNED: *Thomas R. Gilmore*

5402

25800

7401-0000

FILED BY _____

RECEIVED BY _____

OFFICE

Walker 700

TOTAL PIECES _____

# Smith Floor Covering Distributors

---

1118 Smith Street-P.O. Box 2826-Charleston, WV 25330 | (304) 344-2493 or Fax# (304) 344-2475 | kari@sfc-wv.com

07/13/2017

Kimberly Ellis  
Maintenance Operations  
West Virginia Supreme Court  
1900 Kanawha Blvd East Room# E100

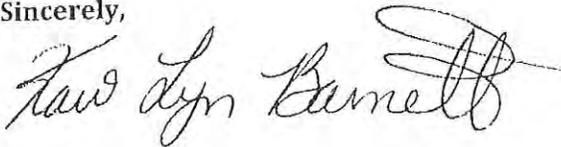
**Dear Kimberly Ellis:**

This letter is to inform you of the amount due in full, payment expected on pick up, for your job through our customer, Holley Price Interiors.

The amount that is due upon pick up for this job is: \$738.12. Please see attached itemized invoice for list of items purchased.

If you have any questions please feel free to contact us.

Sincerely,



Kari Barnett  
Accounts Receivable  
Smith Floor Covering Distributors  
(304) 344-2493 Ext#119  
kari@sfc-wv.com

*Approved  
7-13-17*

201054

# INVOICE

ORDER TIME: 10:09:49

INVOICE NO.

561015  
C-O-D  
1



## SMITH FLOOR COVERING DISTRIBUTORS

1118 SMITH STREET - PO BOX 2826 - CHARLESTON, WV 25330 - PHONE (304) 344-2493 - FAX (304) 344-2475

SOLD TO:

SHIP TO:

HOLLEY PRICE INTERIORS  
209 WEST WASHINGTON STREET

304-421-1505  
WV SUPREME COURT OF APPEALS  
1900 KANAWHA BLVD EAST  
ROOM E100  
CHARLESTON, WV 25305

CHARLESTON WV. 25302

CUSTOMER NO.	CD	REFERENCE	ORDER DATE	SLS.	TERR.	SHIPPING INSTRUCTIONS		
2248	00	K ELLIS	07/24/2017	JB	05	CALL FOR		
BIN NO.	PRODUCT NUMBER	PRODUCT DESCRIPTION			QUANTITY	PRICE	DISC%	EXTENSION
	K-15	55# SELF-LEVEL-UNDERLAY (42)			1.00	58.89	.0	58.89
	TA620-18-949	WALL ACCUCOLOR-10#-SILVERADO			1.00	21.87	.0	21.87
	SL-99-02	SUMMIT SEAL II QUART			1.00	23.12	.0	23.12
		DELIVERY FEE						0.00
		BROKEN CARTON FEE						0.00
*** TOTALS ***					MDSE. ONLY -->	103.88	***COLLECT-->	103.88

... CONDITION AND  
CONFORMED TO SPECIFICATIONS.

DATE 07/26/2017  
SIGNED Tamara Gilmore  
Justice Walker's office

RECEIVED  
WV SUPREME COURT

JUL 26 2017

ADMINISTRATIVE  
OFFICE

5402

25800  
7401-0000

BILLED BY [Signature]

RECEIVED BY [Signature]

OFFICE

Walker 702

TOTAL PIECES

# Smith Floor Covering Distributors

---

1118 Smith Street-P.O. Box 2826-Charleston, WV 25330 | (304) 344-2493 or Fax# (304) 344-2475 | kari@sfc-wv.com

07/24/2017

Kimberly Ellis  
Maintenance Operations  
West Virginia Supreme Court  
1900 Kanawha Blvd East Room# E100

Dear Kimberly Ellis:

This letter is to inform you of the amount due in full, payment expected on pick up, for your job through our customer, Holley Price Interiors.

The amount that is due upon pick up for this job is: \$103.88. Please see attached itemized invoices for list of items purchased.

If you have any questions please feel free to contact us.

Sincerely,



Kari Barnett  
Accounts Receivable  
Smith Floor Covering Distributors  
(304) 344-2493 Ext#119  
kari@sfc-wv.com



STATE OF WEST VIRGINIA  
PURCHASING CARD LOG SHEET

Transaction Limit

Billing Cycle Month

Billing Cycle Year

**ANTHONY HATFIELD**

Cardholder Name

Account Number

County

Court / Division *IT*

TRANSACTION DATE	VENDOR	ITEM DESCRIPTION	QUANTITY	TOTAL AMOUNT	R* D* C*
08/10/2017	state electric supply	truck stock <i>5419</i>		\$198.73	R
08/17/2017	state electric supply	parts for capitol <i>5402 <del>5403</del></i>		\$17.76	R
08/17/2017	state electric supply	parts for capitol <i>5402 <del>5403</del></i>		\$3.70	R
08/21/2017	state electric supply	parts for mineral county probation <i>5929</i>		\$1,271.50	R
08/25/2017	state electric supply	replacement battery for fluke tester <i>5419</i>		\$555.30	R
08/25/2017	state electric supply	truck stock <i>5419</i>		\$150.00	R
				GRAND TOTAL AMOUNT:	\$2,196.99

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

*[Signature]*  
Purchasing Cardholder Signature

*9-7-17*  
Date

*R=Reconciled  
*D=Disputed  
*C=Carryover

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

*[Signature]*  
Authorizing Supervisor Signature

Date

**STATE ELECTRIC SUPPLY COMPANY**  
 CUSTOMER FOCUSED, QUALITY DRIVEN

P. O. BOX 5397  
 HUNTINGTON, WV 25703-0397

DUPLICATE

Invoice

897640

000000

12679778-00

08/17/17 PCARD

WV SUPREME CT--BLOG 1, RM E10  
 SESCO DataCom  
 405 12th Street  
 Dunbar, WV 25064

State Electric Supply Company  
 2010 2nd Avenue  
 PO Box 5397  
 Huntington, WV 25703

WV STATE MISC ACCT

MAIL TO "SHIP TO" ADDRESS

Sesco DataCom 304-768-3600 112 Cust Pickup

08/17/17 Net 30 Days

08/17/17 08:40 120212020100 PCARD  
 Slsrep In Slsrep OutPlaced By Customer PDM

08/17/1708/17/1708/17/17 Date/Time Printed Taken By

Reference Entered Picked Shipped SE

1 LEV61110-RE6 BLK CATEGORY 6 CNCTR	14461	3	0	3	EACH	5.92	EACH	0.00	17.76
1 Lines Total		Qty Shipped Total		3			Total Payment		17.76
							Invoice Total		0.00

*Wiring*

*PD  
V-15*

**TRIC  
IPANY**

P. O. BOX 5397  
HUNTINGTON, WV 25703-0397

DUPLICATE

* Invoice

877840

000000

12681930-00

08/17/17 PCARD

1

WV SUPREME CT-BLDG 1, RM E10  
Sesco DataCos  
405 12th Street  
Dunbar, WV 25064

State Electric Supply Company  
2010 2nd Avenue  
PO Box 5397  
Huntington, WV 25703

WV STATE MISC ACCT

MAIL TO "SHIP TO" ADDRESS

08/17/17 15:18 120512050100 PCARD  
Slisrep In Slisrep OutPlaced By Customer PDS

Sesco DataCos 304-760-3600 112 Cust Pickup 08/17/17 Net 30 Days  
Reference Entered Picked Shipped SE * 08/17/1708/17/1706/17/17Date/Time Printed Taken By

Line	Description	Part No	Qty	Unit	Price	Ext	Disc	Total
1	LEV41080-18P WRT 1 BANW/DEV WLPCT	A3555	1	EACH	1.60	1.60	0.00	1.60
2	LEV41084-FEF BLK F-FEN-FEN ROD	A2005	1	EACH	2.10	2.10	0.00	2.10
2 Lines Total			Qty Shipped Total	2		Total		3.70
							Payment	3.70
							Invoice Total	0.00

*Wiring*

Last Page

Cash Discount 0.00 If Paid Within Terms

NOTE: THE MATERIAL DESCRIBED HEREIN HAS BEEN CAREFULLY COUNTED, CHECKED, AND PACKED, NO CLAIM FOR SHORTAGES OR BREAKAGE WILL BE CONSIDERED AFTER SEVEN DAYS. RETURNED MERCHANDISE MUST BE APPROVED AND IS SUBJECT TO RESTOCKING CHARGE. SALES SLIPS MUST ACCOMPANY ALL RETURNS. THE SELLER WARRANTS THAT THE MATERIAL SOLD HEREUNDER IS OF STANDARD QUALITY BUT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THIS INVOICE MUST BE PAID AS INDICATED ON THE FACE THEREOF. FORM 55-032-4735

Walker 706

## State of West Virginia Purchasing Card Log Sheet

29186

Cardholder Name: Kimberly M. Ellis  
 Account Number: 3371  
 Agency: WVSCA - Administrative Office 541

Transaction Limit \$2500.00  
 Billing Cycle (Month/Year) September 2017  
 Dept/Org.# 2400

Transaction Date	Vendor	Item Description	Quantity	Total Amt	R* D* C*	Object Code	S Document Number	Date Received
09/04/2017	OnStar	Monthly Service for fleet vehicle - Acct. #133674123	1 month	\$37.91	R			09/04/2017
09/05/2017	Waste Management	Monthly dumpster service for Venable Avenue Warehouse	1 month	\$53.67	R			09/05/2017
09/08/2017	Target	Miscellaneous items for Justice Walker's office	6	\$90.22	R			09/08/2017
09/13/2017	OnStar	Monthly Service for fleet vehicle - Acct. #123112309	1 month	\$37.91	R			09/13/2017
09/22/2017	WV Parkways Authority	EZ Pass Account payment for Fleet vehicles	1 month	\$100.00	R			09/22/2017
09/26/2017	Homegoods	Miscellaneous items for Justice Walker's Office	15	\$274.85	R			09/26/2017

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.  
Kimberly M. Ellis 10/13/2017  
 Purchasing Cardholder Signature Date

I hereby certify that the items hereon have been received and properly accounted for and approved for payment.  
Sue Rouse 10/13/2017  
 Agency Coordinator Signature Date

*R=Reconciled  
 *D=Disputed  
 *C=Carryover



CHARLESTON - 304-746-5445  
09/08/2017 12:13 PM



ENTERTAINMENT-ELECTRONICS  
057060099 ENR MAX T \$14.98  
2 @ \$7.49 ea  
RETURN BY 10/08/17

HARDWARE-AUTOMOTIVE  
065070252 GE SURGE T \$29.99  
085071931 8FT EX CORD T \$8.29

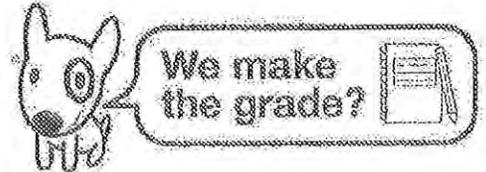
HEALTH-BEAUTY-COSMETICS  
049003146 RAW SUGAR T \$4.99  
049003147 RAW SUGAR T \$4.99

HOME  
064051933 WASTEBASKET T \$19.99  
064052244 SOAP DISPNSR T \$6.99

SUBTOTAL \$90.22  
TAX EXEMPT SALE \$0.00  
TOTAL \$90.22

*8063 VISA CHARGE \$90.22  
AID: A000000031010  
Visa Credit

REC#2-7251-1261-0073-2244-8 VCD#754-259-340



Help make your Target Run better.  
Take a 2 minute survey about today's trip:

informtarget.com  
User ID: 7274 8873 9992  
Password: 677 552

CUENTENOS EN ESPAÑOL

Please take this survey within 7 days.



101 BOWERS ROAD  
CHARLESTON, WV 25314

304.343.3600 Phone  
304.343.3679 Fax

wellshome.com

Order Date

5/15/2017

Invoice # 2400051517

Store 01  
Salesperson(s) HP

Bill To:

33450  
KIMBERLY ELLIS  
WV SUPREME COURT OF APPEALS  
1900 KANAWHA BOULEVARD EAST  
ROOM E100  
CHARLESTON WV 25305  
Day: -- Eve: --  
Mobile: --

Deliver To:

33450  
KIMBERLY ELLIS  
WV SUPREME COURT OF APPEALS  
1900 KANAWHA BOULEVARD EAST  
ROOM E100  
CHARLESTON WV 25305  
Day: -- Eve: --  
Mobile: --

Quantity	Vendor	Model	Category	Location	Price	Ext. Price	S
1	HOOKER	1600-10468-DKW	DESK OFFIC		1,328.00	1,328.00	0
Line Item Notes		CURATA COLLECTION SHORT FREESTANDING 05/15/2017 02:52 PM - HOLLY ALFORD US East Out of Stock 2017-05-28 19.00					

1	HOOKER	1600-10473-DKW	DESK OFFIC		1,520.00	1,520.00	0
Line Item Notes		CURATA COLLECTION TALL FREESTANDING 05/15/2017 02:52 PM - HOLLY ALFORD US East In Stock 47					

pd \$2136  
pcard

Invoice Notes 05/15/2017 02:53 PM - HOLLY ALFORD  
PLEASE ALLOW APPROX 3-4 WEEKS FOR DELIVERY  
(APPROX 5/28/17).

TOTAL AMOUNT DUE: \$2848  
DEPOSIT AMOUNT DUE: MINIMUM 25% (\$712)  
REMAINING BALANCE DUE UPON DELIVERY: \$2136

Deposits and Payments Made

Merchandise Total:	\$2,848.00
Delivery:	0.00
Tax: EXM	0.00
Total Sale:	\$2,848.00
Total Payments/Credits:	0.00
Balance Due	2,848.00
Amount Financed:	0.00

See reverse for conditions of order.

Buyer's Approval: _____ Date: _____

AP017*10

IN 17*71576



101 BOWERS ROAD  
CHARLESTON, WV 25314

304.343.3600 Phone  
304.343.3679 Fax

wellshome.com

Sales Quote #  
Order Date

Page 1 of 1  
1705150001  
5/15/2017

Store 01  
Salesperson(s) HP

Bill To:

33450  
KIMBERLY ELLIS  
WV SUPREME COURT OF APPEALS  
1900 KANAWHA BOULEVARD EAST  
ROOM E100  
CHARLESTON WV 25305  
Day: -- Eve: --  
Mobile: --

Deliver To:

33450  
KIMBERLY ELLIS  
WV SUPREME COURT OF APPEALS  
1900 KANAWHA BOULEVARD EAST  
ROOM E100  
CHARLESTON WV 25305  
Day: -- Eve: --  
Mobile: --

Quantity	Vendor	Model	Category	Location	Price	Ext. Price	S
1	HOOKER	1600-10468-DKW	DESK OFFIC		1,328.00	1,328.00	O
Line Item Notes		CURATA COLLECTION 05/15/2017 02:52 PM - HOLLY ALFORD US East Out of Stock 2017-05-28 19.00		SHORT FREESTANDING			
1	HOOKER	1600-10473-DKW	DESK OFFIC		1,520.00	1,520.00	O
Line Item Notes		CURATA COLLECTION 05/15/2017 02:52 PM - HOLLY ALFORD US East In Stock 47		TALL FREESTANDING			

Invoice Notes 05/15/2017 02:53 PM - HOLLY ALFORD  
PLEASE ALLOW APPROX 3-4 WEEKS FOR DELIVERY FROM DATE ITEMS AVAILABLE AT VENDOR  
(APPROX 5/28/17).

TOTAL AMOUNT DUE: \$2848  
DEPOSIT AMOUNT DUE: MINIMUM 25% (\$712)  
REMAINING BALANCE DUE UPON DELIVERY: \$2136

Deposits and Payments Made

Merchandise Total:	\$2,848.00
Delivery:	0.00
Tax: EXM	0.00
Total Sale:	\$2,848.00
Total Payments/Credits:	0.00
Balance Due	2,848.00
Amount Financed:	0.00

See reverse for conditions of order.

Buyer's Approval:

Date: 5/16/17

# Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
 See Specific Instructions on page 2.

Name (as shown on your income tax return)

**Wells Home Furnishings Inc**

Business name, if different from above

Check appropriate box:  Individual/sole proprietor  Corporation  Partnership  
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----  
 Other (see Instructions) ▶

Exempt payee

Address (number, street, and apt. or suite no.)

**101 Bowers Road**

City, state, and ZIP code

**Charleston WV 25314**

Requester's name and address (optional)

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number  
 : :  
 : :

or

Employer identification number  
**55 : 0733616**

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the Instructions on page 4.

**Sign Here**

Signature of U.S. person ▶

*David M. Naylor*

Date ▶ **5-16-17**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



# Agency Purchase Order

INVOICES, AND SHIPPING PAPERS.  
QUESTIONS CONCERNING THIS  
ORDER SHOULD BE DIRECTED TO  
THE DEPARTMENT CONTACT.

Order Date: 2017-05-31

Order Number: APO 2400 2400 SUP1700000010	Procurement Folder:
Document Name: office furniture for Justice Walker	Reason for Modification:
Document Description: office furniture for Justice Walker	
Procurement Type: Agency Purchase Order	
Buyer Name: Linda Sue Racer Troy	
Telephone: (304) 558-0145	
Email: sue.troy@courtsww.gov	Effective Start Date:
Shipping Method: Best Way	Effective End Date:
Free on Board: FOB Dest, Freight Prepaid	

Vendor Customer Code: 000000208358 WELLS HOME FURNISHINGS INC 101 BOWERS RD  CHARLESTON WV 25314  US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Sandra Johnson Requestor Phone: (304) 340-2300 Requestor Email: sandra.johnson@courtsww.gov
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------

INVOICE TO	SHIP TO
304-558-0145 WV SUPREME COURT OF APPEALS  BUILDING 1 ROOM E-100  1900 KANAWHA BLVD EAST  CHARLESTON WV 25305  US	304-558-0145 WV SUPREME COURT OF APPEALS  BUILDING 1 ROOM E-100  1900 KANAWHA BLVD EAST  CHARLESTON WV 25305  US

Total Order Amount: \$2,848.00

DEPARTMENT AUTHORIZED SIGNATURE  
SIGNED BY:  
DATE:  
ELECTRONIC SIGNATURE ON FILE

**Extended Description:**

Curata Collection office furniture for Justice Walker

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	56101500	0.00000			\$2,848.00
Service From	Service To	Manufacturer	Model No	Delivery Date	
2017-05-01	2017-10-01				

**Commodity Line Description:** Furniture  
CURATA Collection

**Extended Description:**

CURATA collection furniture for Justice Walker's office

SUP1700000010	<b>Document Phase</b> Draft	<b>Document Description</b> office furniture for Justice Walker	<b>Page 3</b> of 3
---------------	--------------------------------	--------------------------------------------------------------------	-----------------------

## State of West Virginia Purchasing Card Log Sheet

Cardholder Name: Kimberly M. Ellis  
 Account Number: 4807-1580-0032-3371  
 Agency: WVSCA - Administrative Office

Transaction Limit \$2500.00  
 Billing Cycle (Month/Year) August 2017  
 Dept/Org.# 2400

Transaction Date	Vendor	Item Description	Quantity	Total Amt	R* D* C*	Object Code	S Document Number	Date Received
08/03/2017	Ferguson Enterprises	Bathroom Fixtures for Justice Walker's Office	5	\$53.48	R			08/03/2017
08/05/2017	Waste Management	Monthly dumpster service for Venable Avenue Warehouse	1 month	\$54.04	R			08/05/2017
08/10/2017	OnStar	Monthly Service for fleet vehicle	1 month	\$37.91	R			08/10/2017
08/13/2017	OnStar	Monthly Service for fleet vehicle	1 month	\$37.91	R			08/13/2017
08/15/2017	WV Parkways Authority	EZ Pass Account payment for Fleet vehicles	1 month	\$100.00	R			08/15/2017
08/15/2017	Goldfarb Electric	LED Bulbs for Justice Walker's Office	21	\$200.99	R			08/15/2017
08/18/2017	Lowe's	Miscellaneous Items for Justice Walker's Office	3	\$9.93	R			08/18/2017
08/18/2017	Well's Home Furnishings	Desk and Return for Justice Walker's Office	2	\$2136.00	R			08/18/2017
08/22/2017	Lowe's	LED Bulbs for Justice Ketchum's Office	32	\$384.36	R			08/22/2017

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

*Kimberly M. Ellis* 09/12/2017  
 Purchasing Cardholder Signature Date

I hereby certify that the items hereon have been received and properly accounted for and approved for payment.

_____  
 Agency Coordinator Signature Date

*R=Reconciled  
 *D=Disputed  
 *C=Carryover



101 BOWERS ROAD  
CHARLESTON, WV 25314

304.343.3600 Phone  
304.343.3679 Fax

wellshome.com

DELIVERY TICKET

Page 1 of 1

Sales Order #

110565

Order Date

6/28/2017

Store 01  
Salesperson(s) HP

Bill To:

33450  
KIMBERLY ELLIS  
WV SUPREME COURT OF APPEALS  
1900 KANAWHA BOULEVARD EAST  
ROOM E100  
CHARLESTON WV 25305  
Day: 304-558-0145 Eve: --  
Mobile: 304-553-1207

Deliver To:

33450  
KIMBERLY ELLIS  
WV SUPREME COURT OF APPEALS  
1900 KANAWHA BOULEVARD EAST  
ROOM E100  
CHARLESTON WV 25305  
Day: 304-558-0145 Eve: --  
Mobile: 304-553-1207

Quantity	Vendor	Model	Category	Location	Price	Ext. Price	S
1	HOOKER	1600-10468-DKW	DESK OFFIC	01WHS	1,328.00	1,328.00	0
Line Item Notes		CURATA COLLECTION SHORT FREESTANDING 06/27/2017 12:05 PM - HOLLY ALFORD US East Out of Stock 2017-05-28 19.00 In Stock 4 - 6/27/17					
1	HOOKER	1600-10473-DKW	DESK OFFIC	01WHS	1,520.00	1,520.00	0
Line Item Notes		CURATA COLLECTION TALL FREESTANDING 06/27/2017 12:06 PM - HOLLY ALFORD US East In Stock 47 In Stock 63 - 6/27/17					

*Paid in full Visa*

Invoice Notes 05/15/2017 02:53 PM - HOLLY ALFORD  
PLEASE ALLOW APPROX 3-4 WEEKS FOR DELIVERY FROM DATE ITEMS AVAILABLE AT VENDOR  
(APPROX 5/28/17).

TOTAL AMOUNT DUE: \$2848  
DEPOSIT AMOUNT DUE: MINIMUM 25% (\$712)  
REMAINING BALANCE DUE UPON DELIVERY: \$2136

Date	Amount	MOF	Type	Check
6/28/2017	-712.00	CHK	D	1002862
Merchandise Total:				\$2,848.00
Delivery:				0.00
Tax: EXM				0.00
Total Sale:				\$2,848.00
Total Payments/Credits:				712.00
Balance Due				2,136.00
Amount Financed:				0.00

See reverse for conditions of order.

I verify that all merchandise has been delivered in good condition.

Customer's Signature: _____ Date: _____

1897116  
 WV Blinds  
 + Shutters Inc.

# Invoice

DATE: 03/31/2017  
 INVOICE # 33117  
 Customer Price/Walker

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

**BILL TO:**

Kimberly Ellis  
 West Virginia Supreme Court of Appeals  
 1900 Kanawha Boulevard East  
 Room E100  
 Charleston, WV 25305

**SHIP TO (if different):**

[kimberly.ellis@courtswv.gov](mailto:kimberly.ellis@courtswv.gov)

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Bernhardt	Aubrey Round Chairside Table 344-126	2	1,450.00	2,900.00
Bernhardt	Geneva Round Cocktail Table With Glass Top 353-008 998-044	1	1,035.00	1,035.00
Bernhardt	Miramont Chair 360-X66	4	700.00	2,800.00
Thibaut	Fabric for Miramont Chair-Mosaic W80491	8	98.00	784.00
Bernhardt	Dlano Chair Leather 254-010L6 N1808	3	1,875.00	5,625.00
Thibaut	Fabric for Pillows Rue de Seine Embroidery Cream on Berry AF7869	2	150.99	301.98
V/Q	14"x18" Pillows Labor	3	75.00	225.00
V/Q	90/10 Pillow Inserts	3	16.00	48.00
Bernhardt	Lancaster B1411 COM Fabric	2	1,499.00	2,998.00
Anna French	Arturo Damask Embroidery W713013	15	140.00	2,100.00
Pacific Designs	PDSH207 Wallpaper	4	160.99	643.96
WIS	Install Wallpaper	1	490.00	490.00
Bernhardt	Adella Round Chairside Table 366-108	1	450.00	450.00
Diamond	Labor to make (3) Benchseat-Foam-Cording	3	290.00	870.00
Thibaut	Benchseat Fabric Key Stripe Cafe AW1374	14	137.00	1,918.00

SUBTOTAL \$23,188.94  
 TAX RATE 0.000%  
 TAX \$0.00  
 S & H \$1,400.00  
 Paid \$0.00  
 TOTAL \$24,588.94

Other Comments or Special Instructions

**50% Deposit Is Required Before Order Can Be Placed  
 Balance Due Upon Delivery**

IN 17X 71544 \$12,294.47 ← 50% deposit  
 Thank You For Your Business!

APD 17X9

WV Blinds

# Invoice

DATE: 03/31/2017

INVOICE # 33117

Customer Price/Walker

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

**BILL TO:**

Kimberly Ellis  
 West Virginia Supreme Court of Appeals  
 1900 Kanawha Boulevard East  
 Room E100  
 Charleston, WV 25305

**SHIP TO (if different):**

[kimberly.ellis@courtsww.gov](mailto:kimberly.ellis@courtsww.gov)

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Bernhardt	Aubrey Round Chairside Table 344-126	2	1,450.00	2,900.00
Bernhardt	Carnaby Round Metal Cocktail table 340-015	1	1,650.00	1,650.00
Bernhardt	Miramont Chair 360-X-66-COM	4	700.00	2,800.00
Thibaut	Fabric for Miramont Chair-Mosaic W80491	8	98.00	784.00
Bernhardt	Delano Chair Leather 254-010L6 N1808	3	1,875.00	5,625.00
Thibaut	Fabric for Pillows Rue de Seine Embroidery Cream on Berry AF7869	2	150.99	301.98
V/Q	14"x18" Pillows Labor-Self welt	3	75.00	225.00
V/Q	90/10 Pillow Inserts	3	16.00	48.00
Bernhardt	Lancaster B1411 COM Fabric-COM	2	1,499.00	2,998.00
Anna French	Key Stripe Cafe AW1374	15	137.00	2,055.00
Pacific Designs	PDSH207 Wallpaper	4	160.99	643.96
WIS	Install Wallpaper	1	490.00	490.00
Bernhardt	Adella Round Chairside Table 366-108	1	450.00	450.00
Diamond	Labor to make (3) Benchseat-Foam-Cording	3	290.00	870.00
Thibaut	Arturo Damask EmbroideryW7 (2) benchseat	10	140.00	1,400.00
Thibaut	Majuli Embroidery Red on Flax (1) benchseat	5	156.00	780.00

SUBTOTAL	\$24,020.94
TAX RATE	0.000%
TAX	\$0.00
S & H	\$1,400.00
Paid	(\$12,294.47)
<b>TOTAL</b>	<b>\$13,126.47</b>

**Other Comments or Special Instructions**

**50% Deposit Is Required Before Order Can Be Placed  
 Balance Due Upon Delivery**

Paid \$12294.47 on 06/23/2017 with CK#1002862994

Thank You For Your Business!

I CERTIFY THAT THE ABOVE MERCHAND WAS RECEIVED IN GOOD CONDITION AND CONFORMS TO SPECIFICATIONS.

DATE 08/09/2017

SIGNED *K.M. Ellis*

IN 18*83

*I approve the \$832.00 price difference due to a couple of items being discontinued and revised.  
 Kimberly M. Ellis 08/09/2017*

DATE: 03/31/2017  
 INVOICE # 33117  
 Customer Price/Walker

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

**BILL TO:**

Kimberly Ellis  
 West Virginia Supreme Court of Appeals  
 1900 Kanawha Boulevard East  
 Room E100  
 Charleston, WV 25305

**SHIP TO (if different):**

[kimberly.ellis@courtswv.gov](mailto:kimberly.ellis@courtswv.gov)

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Bernhardt	Aubrey Round Chairside Table 344-126	2	1,450.00	2,900.00
Bernhardt	Geneva Round Cocktail Table With Glass Top 353-008 998-044	1	1,035.00	1,035.00
Bernhardt	Miramont Chair 360-X66	4	700.00	2,800.00
Thibaut	Fabric for Miramont Chair-Mosaic W80491	8	98.00	784.00
Bernhardt	Dlano Chair Leather 254-010L6 N1808	3	1,875.00	5,625.00
Thibaut	Fabric for Pillows Rue de Seine Embroidery Cream on Berry AF7869	2	150.99	301.98
V/Q	14"x18" Pillows Labor	3	75.00	225.00
V/Q	90/10 Pillow Inserts	3	16.00	48.00
Bernhardt	Lancaster B1411 COM Fabric	2	1,499.00	2,998.00
Anna French	Arturo Damask Embroidery W713013	15	140.00	2,100.00
Pacific Designs	PDSH207 Wallpaper	4	160.99	643.96
WIS	Install Wallpaper	1	490.00	490.00
Bernhardt	Adella Round Chairside Table 366-108	1	450.00	450.00
Diamond	Labor to make (3) Benchseat-Foam-Cording	3	290.00	870.00
Thibaut	Benchseat Fabric Key Stripe Cafe AW1374	14	137.00	1,918.00

SUBTOTAL	\$23,188.94
TAX RATE	0.000%
TAX	\$0.00
S & H	\$1,400.00
Paid	\$0.00
<b>TOTAL</b>	<b>\$24,588.94</b>

**Other Comments or Special Instructions**

**50% Deposit Is Required Before Order Can Be Placed  
 Balance Due Upon Delivery**

*Amount  
 H. J. Ellis  
 5/12/17*

Thank You For Your Business!

WV Blinds

Invoice

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

DATE: 03/31/2017  
 INVOICE # 33117  
 Customer Price/Walker

**BILL TO:**

**SHIP TO (if different):**

Kimberly Ellis  
 West Virginia Supreme Court of Appeals  
 1900 Kanawha Boulevard East  
 Room E100  
 Charleston, WV 25305

[kimberly.ellis@courtsww.gov](mailto:kimberly.ellis@courtsww.gov)

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
Bernhardt	Aubrey Round Chairside Table 344-126	2	1,450.00	2,900.00
Bernhardt	Geneva Round Cocktail Table With Glass Top 353-008 998-044	1	1,035.00	1,035.00
Bernhardt	Miramont Chair 360-X66	4	700.00	2,800.00
Thibaut	Fabric for Miramont Chair-Mosaic W80491	8	98.00	784.00
Bernhardt	Dlano Chair Leather 254-010L6 N1808	3	1,875.00	5,625.00
Thibaut	Fabric for Pillows Rue de Seine Embroidery Cream on Berry AF7869	2	150.99	301.98
V/Q	14"x18" Pillows Labor	3	75.00	225.00
V/Q	90/10 Pillow Inserts	3	16.00	48.00
Bernhardt	Lancaster B1411 COM Fabric	2	1,499.00	2,998.00
Anna French	Arturo Damask Embroidery W713013	15	140.00	2,100.00
Pacific Designs	PDSH207 Wallpaper	4	160.99	643.96
WIS	Install Wallpaper	1	490.00	490.00
Bernhardt	Adella Round Chairside Table 366-108	1	450.00	450.00
Diamond	Labor to make (3) Benchseat-Foam-Cording	3	290.00	870.00
Thibaut	Benchseat Fabric Key Stripe Cafe AW1374	14	137.00	1,918.00

SUBTOTAL	\$23,188.94
TAX RATE	0.000%
TAX	\$0.00
S & H	\$1,400.00
Paid	\$0.00
<b>TOTAL</b>	<b>\$24,588.94</b>

Other Comments or Special Instructions  
**50% Deposit Is Required Before Order Can Be Placed**  
**Balance Due Upon Delivery**

*Approved*  
*K. J.*  
*5/12/17*

Thank You For Your Business!



**State of West Virginia  
Agency Purchase Order**

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

Order Date: 2017-05-24

Order Number: APO 2400 2400 SUP1700000009	Procurement Folder:
Document Name: WV BLINDS	Reason for Modification:
Document Description: FURNISHINGS FOR JUSTICE WALKERS OFFICE	
Procurement Type: Agency Purchase Order	
Buyer Name: Linda Sue Racer Troy	
Telephone: (304) 558-0145	
Email: sue.troy@courtsww.gov	
Shipping Method: Best Way	Effective Start Date:
Free on Board: FOB Dest, Freight Prepaid	Effective End Date:

Vendor Customer Code: 000000189776 WV BLINDS & SHUTTERS INC 1600 KANAWHA BLVD W STE 1601  CHARLESTON WV 25387  US Vendor Contact Phone: (304) 541-2001 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Requestor Phone: Requestor Email:
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------

INVOICE TO	SHIP TO
304-558-0145 WV SUPREME COURT OF APPEALS  BUILDING 1 ROOM E-100  1900 KANAWHA BLVD EAST  CHARLESTON WV 25305  US	304-558-0145 WV SUPREME COURT OF APPEALS  BUILDING 1 ROOM E-100  1900 KANAWHA BLVD EAST  CHARLESTON WV 25305  US

Total Order Amount:	\$24,588.94
---------------------	-------------

DEPARTMENT AUTHORIZED SIGNATURE SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE
----------------------------------------------------------------------------------------

**Extended Description:**

Furnishing for Justice Walker's office.  
50% Deposit is required before order can be placed  
Balance due upon delivery

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	56101700	0.00000			\$24,588.94
Service From	Service To	Manufacturer	Model No	Delivery Date	
2017-05-24	2017-09-01				

Commodity Line Description: furnishings for Justice Walker's office

**Extended Description:**

Office furnishings and decorations for Justice Walker's Office.

SUP1700000009	<b>Document Phase</b> Draft	<b>Document Description</b> FURNISHINGS FOR JUSTICE WALKERS OFFICE	<b>Page 3</b> of 3
---------------	--------------------------------	--------------------------------------------------------------------------	-----------------------





# West Virginia State Auditor's Office Request for Potential Duplicate Processing

wvOASIS document code and ID: IN 18*8359  
(ex. GAX 1600012345)

*Note: Ensure you add a pound sign (#) to the end of your current vendor invoice number to bypass the wvOASIS duplicate invoice number check. For example, if the invoice number flagged as duplicate was 1000, the invoice number entered in the Vendor Invoice Number field is 1000#.*

I certify I have done research on the Vendor Transaction History page in wvOASIS and this invoice is not a duplicate payment.

*Sue Raw-Troy*

8/9/17

Signature of Agency Administrator or Chief Financial Officer

Date

*NOTE: This must be the Agency Administrator or Chief Financial Officer's signature.

# WV Blinds + Shutters. Inc.

# Invoice

1600 Kanawha Blvd West  
 Charleston WV 25387  
 Phone: 304.345.2001  
 Fax: 888.865.2818

DATE: 03/20/2017  
 INVOICE # 3202017  
 Customer Price/Walker

**BILL TO:**

Kimberly Ellis  
 West Virginia Supreme Court of Appeals  
 1900 Kanawha Boulevard East  
 Room E100  
 Charleston, WV 25305

**SHIP TO (if different):**

[kimberly.ellis@courtsww.gov](mailto:kimberly.ellis@courtsww.gov)

SALESPERSON	P.O. #	SHIP DATE	SHIP VIA	TERMS

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL
V/Q	Custom Cornice	1	875.00	875.00
Anna French	Shima Coral AF2590	14	92.50	1,295.00
V/Q	Fabric Panels 108" X 106"	2	145.00	290.00
VQ	Lining Off White	14	12.99	181.86
Install	Install	1	150.00	150.00
Kirsch Rod	1225-025	1	74.99	74.99
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

SUBTOTAL \$2,866.85  
 TAX RATE 0.000%  
 TAX \$0.00  
 Freight \$245.60  
 Paid \$0.00  
 TOTAL \$3,112.45

**Other Comments or Special Instructions**

**50% Deposit Is Required Before Order Can Be Placed  
 Balance Due Upon Delivery**

*Approved 6/12/17  
 [Signature]*

*50% deposit of invoice due \$1,556.23*

Thank You For Your Business!



# West Virginia State Auditor's Office Request for Special Processing

Please check applicable request(s):	
<input checked="" type="checkbox"/>	Walkthrough (check delivered next business day)
<input type="checkbox"/>	Manual (check delivered same business day) <i>NOTE: You must check the "On Line Disbursement Request" box on the payment request for the manual warrant to process properly</i>
<input type="checkbox"/>	Hold the check for agency pickup (HLD disbursement category)

Please list wvOASIS document codes and ID's  
(ex. PRM 201400000540, GAX 201400000542)

IN * 17 * 74177

List the specific, detailed reason you are needing special handling or expedited payment.

Attachment needed w/ check

I understand a fee of \$5 of applies to walkthrough and manual requests.

Ann Rocco Tray

6/21/17

Authorized agency signature and date





STATE OF WEST VIRGINIA  
PURCHASING CARD LOG SHEET

Transaction Limit

December

Billing Cycle Month

2016

Billing Cycle Year

ZACHARY THOMPSON

Cardholder Name

Account Number

KANAWHA

County

ADMINISTRATIVE OFFICE

Court / Division

TRANSACTION DATE	VENDOR	ITEM DESCRIPTION	QUANTITY	TOTAL AMOUNT	R* D* C*
12-14-16	GOLDFARBS	JUSTICE DAVIS' LIGHTING		\$47.58	R
12-20-16	GOLDFARBS	TOMBSTONES FOR LAMPS		\$58.81	
12-27-16	ADVANCE AUTO	PRODUCTS TO CLEAN AND CONDITION COUCH		\$36.55	
12-28-16	ZEGEER	SPACKLE AND PRODUCTS FOR WALL JUSTICE V WALKER'S OFFICE		\$25.27	
12-29-16	GOLDFARBS	BULBS...SPLICES..TAPE..ECT. JUSTICE DAVIS LA		\$23.13	
GRAND TOTAL AMOUNT:				\$191.34	

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

*R=Reconciled  
*D=Disputed  
*C=Carryover

I hereby certify that the items listed hereon have been received and properly accounted for and approved for payment.

Purchasing Cardholder Signature

Date

Authorizing Supervisor Signature

Date

WVSCA Purchasing Card Log Sheet Rev. 06/2013

Page 1 of 1

PAST RECEIPT FOR B43816

ZEGEER HARDWARE

1421 Washington St. E.  
Charleston, WV 25301-1979  
304-342-3383 Fax: 304-342-9928  
www.doitbest.com

Report Date: 1/13/2017 9:48:31 AM

ZEGEER HARDWARE  
1421 Washington St. E.  
Charleston, WV 25301  
304-342-3383

Transaction#: B43816  
Date: 12/28/2016 Time: 10:36:09 AM

*** SALE ***

Bill To:  
Our Valued Customer

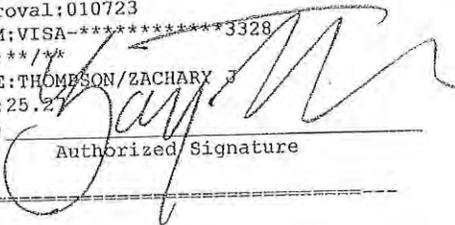
32 OZ CONTRACTOR SOLVENT-771799		
1.00 EACH @	\$12.99 N	\$12.99
8OZ WHITE STAINING RAGS - 797795		
1.00 BAG @	\$3.79 N	\$3.79
QT CRACKSHOT SPACKLING - 788304		
1.00 QT @	\$8.49 N	\$8.49

Subtotal: \$25.27  
0% - EXE Tax Exempt: \$0.00  
TOTAL: \$25.27

VISA: \$25.27  
CHANGE: \$0.00

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE  
ACCORDING TO CARDHOLDER'S AGREEMENT  
WITH ISSUER

Approval:010723  
CNUM:VISA-*****3328  
EXP:*/**  
NAME:THOMPSON/ZACHARY J  
AMT:25.27  
(X)

  
Authorized Signature

Notes:  
TAX EXEMPT # 556000760

Thank You !  
"Give us a call, We have it all"  
RETURNS MUST ACCOMPANY A RECEIPT

ZEGEER HARDWARE  
1421 Washington St. E.  
Charleston, WV 25301  
304-342-3383

Transaction#: B43816

Prizm Painting LLC  
 20 Edgewood Dr  
 Hurricane, WV 25526  
 WV 038686

# Estimate

Date
1/2/2017

Name / Address
WV Supreme Court

Terms	Project
	E302 Walker Assista...

Item	Description	Qty	Total
Commercial Labor	Prime, Skim Stripes & 2 Full Finish Coats	35	2,552.00
<p><i>Approved 1/11/17 Y.S.J.</i></p>			

<b>Total</b>	\$2,552.00
--------------	------------

Phone #	Fax #	E-mail	Web Site
304-549-8750	304-760-0181	lmcgrew@prizmpaintingllc.com	prizmpaintingllc.com

OVAL CONSTRUCTION MANAGEMENT												
Charleston, WV												
347-8820												
Job Name: Supreme Court - New Bathrooms at Breakroom												
Location: Charleston WV												
Date: 7/13/17												
ITEM NO.	CSI FORMAT SUMMARY			oval labor	mat'l & rnt'l eqp.	subs	total \$\$\$					
O1	General Conditions			3,260	1,125	0	4,385					
O2	Excavation & Sitework			540	0	0	540					
O3	Concrete			0	0	0	0					
O4	Masonry			0	0	0	0					
O5	Metals			0	0	0	0					
O6	Wood & Plastics			50	95	0	145					
O7	Moisture & Thermal Protection			75	75	0	150					
O8	Doors & Windows			440	2,200	0	2,640					
O9	Finishes			4,038	2,483	0	6,521					
O10	Specialties			400	400	0	800					
O11	Equipment			0	0	0	0					
O12	Furnishings			0	0	0	0					
O13	Special Construction			0	0	0	0					
O14	Elevators			0	0	14,280	14,280					
O15	Mechanical			0	0	1,420	1,420					
O16	Electrical			0	0	1,420	1,420					
<b>Subtotal</b>				<b>8,803</b>	<b>6,378</b>	<b>15,700</b>	<b>30,881</b>					
90060	Direct Labor Burden 28.0%						2,465					
90010	Small Tools 1.5%						132					
90515	Material Sales Tax 7.0%						446					
90030	Builder's Risk Insurance none						0					
90015	Contractors Liability Insurance form						665					
90500	Building Permit none						0					
90100	Performance & Payment Bond none						0					
90510	City B&O Tax 2.00%						770					
90600	Architectural/Engineer Fees none						0					
90650	Consultant Expense none						0					
90005	Union fringe benefits none						0					
90800	Oval Construction's Fee 8.00%						3,080					
90700	Contingency 0.00%						0					
90035	Owner's Allowance none						0					
<b>TOTAL &gt;&gt;&gt;&gt;</b>							<b>38,439</b>					
						<b>FINAL BUDGET</b>						
						<b>38,500</b>						
<b>QUALIFICATIONS:</b>												
O1	<b>GENERAL CONDITIONS</b>			<b>units</b>	<b>quantity</b>	<b>labor unit price</b>	<b>mat'l &amp; rnt'l eqp. unit price</b>	<b>subs unit price</b>	<b>oval labor</b>	<b>mat'l &amp; rnt'l eqp.</b>	<b>subs</b>	<b>total \$\$\$</b>
									0	0	0	0
01041	Supervision	working	1	2000.00	0.00	0.00	0.00	0.00	2,000	0	0	2,000
01300	Blueprints	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01390	Miscellaneous & Expendables	allow	1	0.00	75.00	0.00	0.00	0.00	0	75	0	75
01400	Field Eng & Layout	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01405	Soils Testing	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01410	Concrete Testing	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01415	Asbestos Testing	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01420	Lead Paint Testing	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01425	Mold Testing	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01500	Mobilization	allow	1	200.00	200.00	0.00	0.00	0.00	200	200	0	400
01510	Temp Water Bill	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01511	Temp Gas Well	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01512	Temp Electric Bill	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01513	Cell Phones & Pagers	mo	1	0.00	100.00	0.00	0.00	0.00	0	100	0	100
01517	Drinking Water	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01520	Temporary Toilets	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01522	Temporary Fencing	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01525	Barricades	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01560	Dust Control	allow	1	500.00	150.00	0.00	0.00	0.00	500	150	0	650
01570	Dumpsters	pulls	1	0.00	600.00	0.00	0.00	0.00	0	600	0	600
01575	Project Sign	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01576	Project Sign Material	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01580	Job Trailers	none	0	0.00	0.00	0.00	0.00	0.00	0	0	0	0
01590	General Labor	mh	8	45.00	0.00	0.00	0.00	0.00	360	0	0	360
01595	Final Cleanup	sf	800	0.25	0.00	0.00	0.00	0.00	200	0	0	200
<b>Subtotal</b>									<b>3,260</b>	<b>1,125</b>	<b>0</b>	<b>4,385</b>









# HARRIS BROTHERS

Since 1936

**Roofing • Sheet Metal • H.V.A.C. • Mechanical**

1533 Hansford Street  
Charleston, WV 25311

(304) 343-5566  
Fax (304) 343-5568

To: Oval Construction

July 13, 2017

Attn: Jim Carney

**RE: State Capitol – additional Restrooms**

Per your request, we agree to furnish labor, materials, & equipment to install the following items of Plumbing work:

	<b>Budget # Not to Exceed</b>
<b>Breakroom – 2 new Restrooms:</b> -----	<b>\$14,280.00</b>
2 std water closets & small hand sink with base cabinet, copper domestic water piping, And cast iron sanitary waste & vent piping.	
<b>Judge Johnson Restroom:</b>	
1 std water closet & small hand sink with cabinet -----	<b>\$ 5,470.00</b>
80 lineal ft of sanitary piping from new restroom to existing riser with ¼” slope and 60 ft allowance of Vent piping tie into existing riser???	<b>\$14,780.00</b>
160 ft of hot & cold copper domestic water from new restroom to existing riser-	<b>\$ 7,750.00</b>

**Items by others: Bulkheads, chases, & ceiling removal & replacement required for installation of plumbing.**

Trusting the above information is satisfactory, we remain

Sincerely,

Harris Bros.

Grey Harris

**COMMERCIAL & INDUSTRIAL**

Roofing Systems: Built-Up / Single Ply / Slate / Tile / Maintenance / Repairs  
Architectural Sheet Metal Work: Copper / Stainless / Color / Aluminum  
Heating / Ventilating / & Air Conditioning Mechanical Systems

# South Charleston Electric Co.



**July 5, 2017**

**Oval Construction  
Attn: James Carney**

## **1st Floor Judges Toilet**

- Remove and relocate light switch for Judges Office fixture.
- Add light switch and 20 amp GFI receptacle in new toilet.
- Lower existing 2'x2' fixture and wiring to new ceiling.

**\$2,160.00**

## **Breakroom Toilet**

- Remove and relocate (2) 2'x2' existing fixtures- (1 in each toilet).
- Add (1) light switch and 20 amp GFI receptacle in each toilet.

**\$1,420.00**

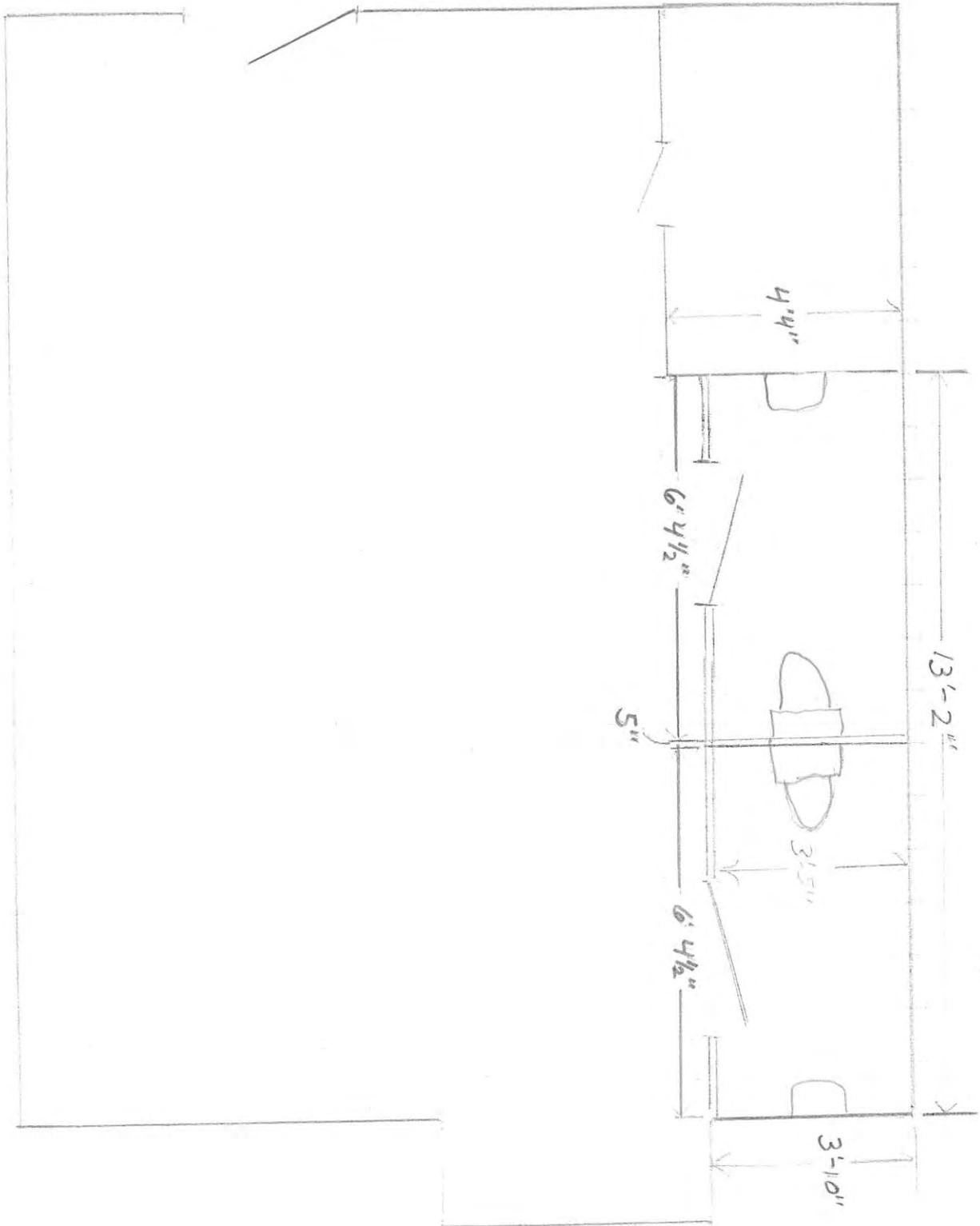
A handwritten signature in black ink that reads "John Moore".

**John Moore  
President**

## New Break Room Bathroom

- ✓ Demo existing flooring
- ✓ 17' of new metal stud/dry wall wall
- ✓ 52 sq. ft. of floor tile
- ✓ 136 sq. ft. of wall tile
- ✓ 376 sq. ft. paint dry wall
- 56 sq. ft. acoustical ceiling?
- re-work existing ceiling + new walls
- duct protection

New Break Room Bathroom



## Judge Johnson New Bathroom

✓ Demd 5' of wall

✓ Demd flooring

✓ 9' of new stud/drywall wall

✓ 35 sq. ft. floor tile → block up door opening

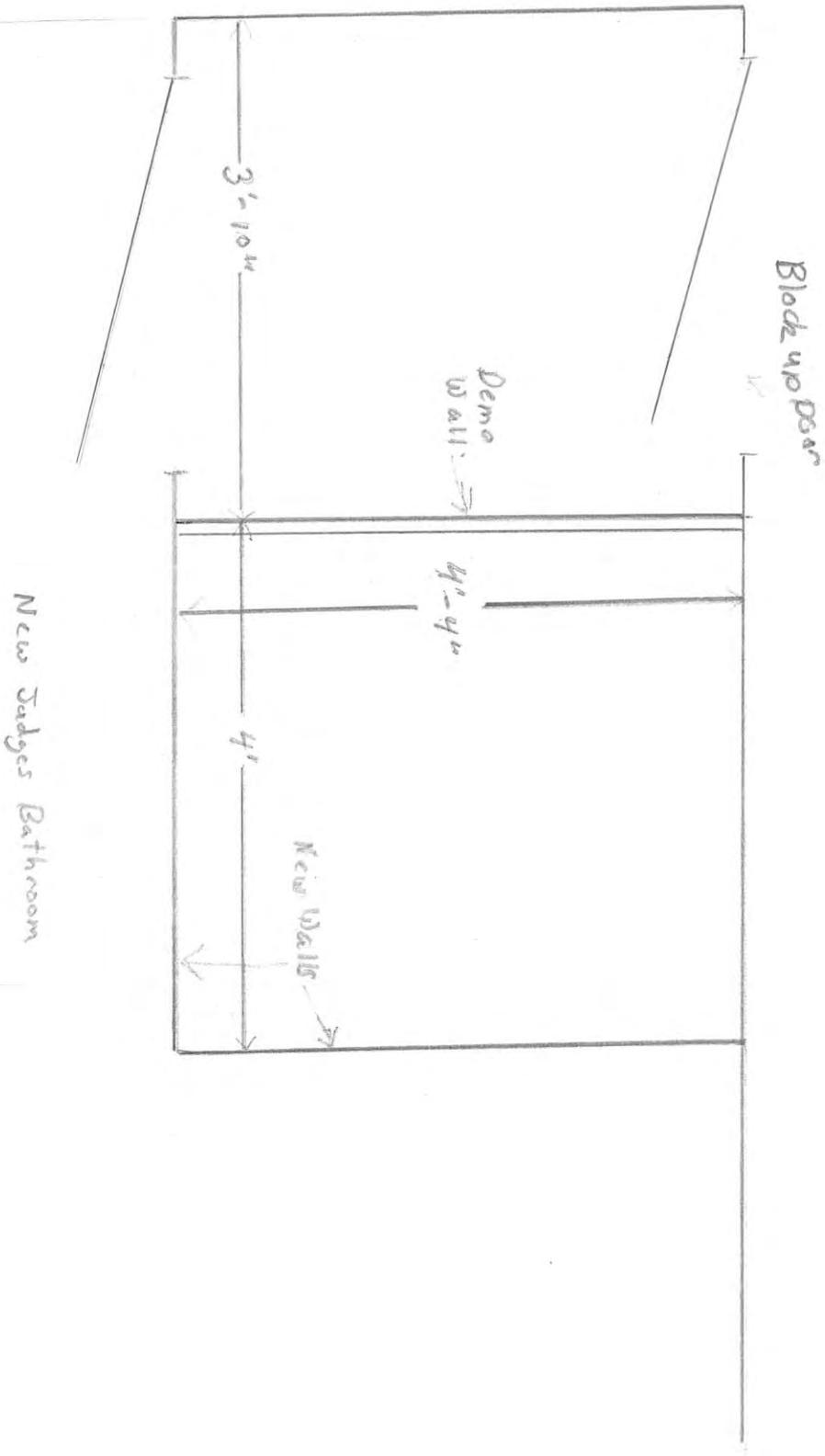
✓ 96 sq. ft. wall tile

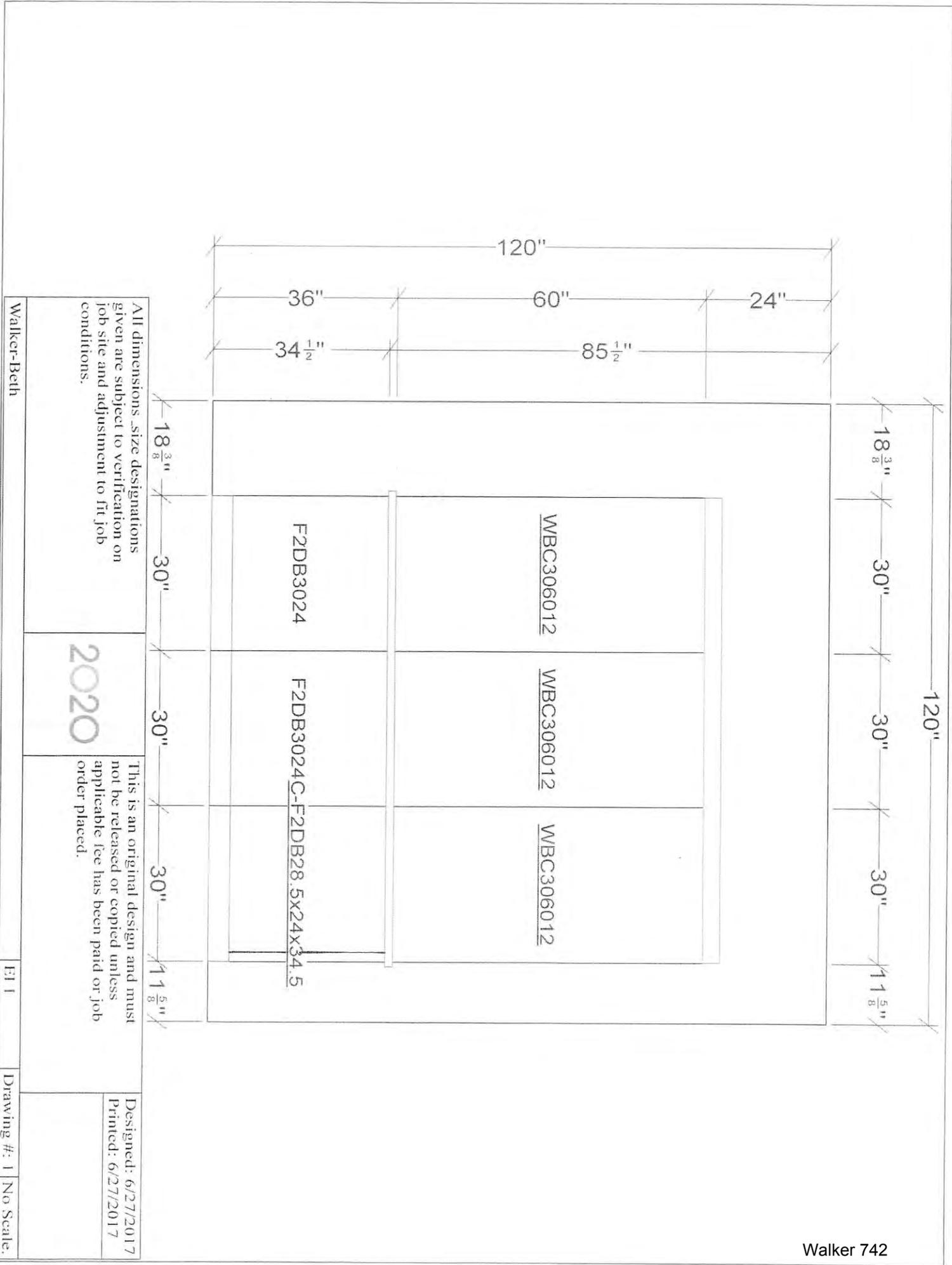
35 sq. ft. acoustical ceiling

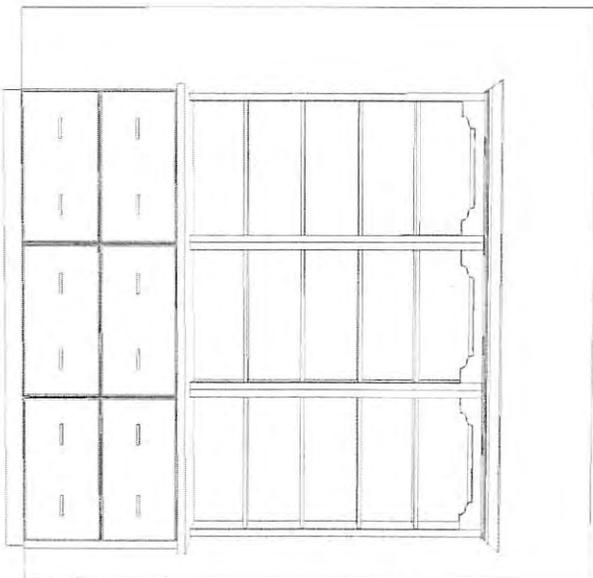
250 sq. ft. paint drywall

Dust protection

re-work existing ceiling at new walls







Note: This drawing is an artistic interpretation of the general appearance of the design. It is not meant to be an exact rendition.

2020

Designed: 6/27/2017  
Printed: 6/27/2017

Walker-Beth

All

Drawing #: 1

## James Carney Jr.

---

**From:** Ellis, Kimberly [Kimberly.Ellis@courtsww.gov]  
**Sent:** Tuesday, July 11, 2017 10:20 AM  
**To:** James Carney Jr.  
**Cc:** Walker, Beth; Gilmore, Tamerra; holleypriceinteriors@gmail.com  
**Subject:** RE: Supreme Court Coordination Meeting

**Importance:** High

Jim,

Paint color for plaster portion of walls in Justice Walker's office is Benjamin Moore, color: "Silver Streak" #2119-30. The color for Whitney's office is Sherwin Williams, color: "Realistic Beige" sw#6078. Walls are to be satin finish, painted trim (wainscot) to be semi gloss. I am waiting for paint color for wainscot. I believe it is paint to match cabinets, but not sure. I copied Holley Price on this reply.

Thank you,

Kim

---

**From:** James Carney Jr. [<mailto:jcarney@ovalconstruction.com>]  
**Sent:** Tuesday, July 11, 2017 8:44 AM  
**To:** Ellis, Kimberly  
**Subject:** FW: Supreme Court Coordination Meeting

---

**From:** Bryan Pell [<mailto:bryanpell3@yahoo.com>]  
**Sent:** Tuesday, July 11, 2017 8:37 AM  
**To:** [jcarney@ovalconstruction.com](mailto:jcarney@ovalconstruction.com)  
**Subject:** Re: Supreme Court Coordination Meeting

Jim I will be there. Also do you have a paint color for the Wainscot. If it is a Sherwin Williams color I need the number and the sheen.

Sent from Yahoo Mail on Android

On Tue, Jul 11, 2017 at 8:33, James Carney Jr.  
<[jcarney@ovalconstruction.com](mailto:jcarney@ovalconstruction.com)> wrote:

There will be a coordination meeting on site tomorrow for the Supreme Court at 9:30 am in Justice Walker's Office.

It will be beneficial if Jeff Good of Prism, Bryan Pell of Quality Woods and Rick Harris of Cornerstone attends. We can meet at 9:20 at the security check point on the East Wing tomorrow, 7/12/17.

Please confirm your attendance.

## James Carney Jr.

---

**From:** holley price [holleypriceinteriors@gmail.com]  
**Sent:** Tuesday, July 11, 2017 7:02 PM  
**To:** Ellis, Kimberly  
**Cc:** James Carney Jr.; Walker, Beth; Gilmore, Tamerra  
**Subject:** Re: Supreme Court Coordination Meeting

Only crown mold is to be semi gloss. Wainscot and any base molds should be satin finish to match the cabinetry finish

Sent from my iPhone

On Jul 11, 2017, at 10:20 AM, Ellis, Kimberly <[Kimberly.Ellis@courtswv.gov](mailto:Kimberly.Ellis@courtswv.gov)> wrote:

Jim,

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Please confirm your attendance.

As I see it, South Charleston Electric and Harris Brothers are not required to attend.

We need the ceramic tile material including thin-set and grout on site today or tomorrow at the latest. We also need the material to be installed in the void left by the toilet partition removal and a solution to the quarter round transition between the wall panel and the new ceramic floor.

We'll see you then, thanks.

**Renovation to the  
Administrative Office  
of Justice Elizabeth D. Walker  
West Virginia  
Supreme Court of Appeals**

---

Client: beth walker  
Property:

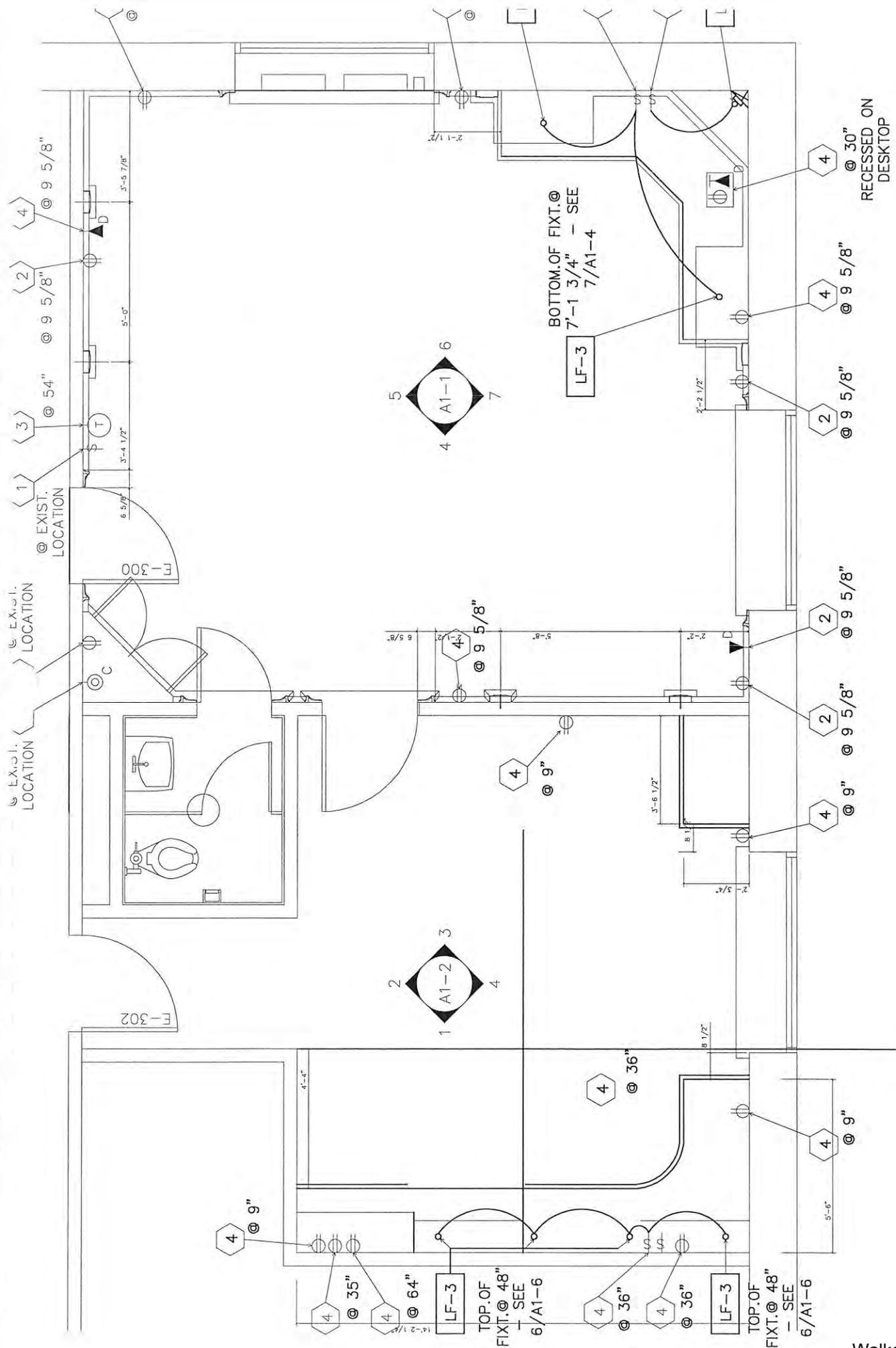
Operator Info:  
Operator: MOONEY

Estimator: steven mooney  
Business: 4631 kanawha state forest drive  
chas, WV 23514

Date Entered: 4/1/2017 3:49 PM      Date Job Contracted:  
Date Job Began:                              Date Job Completed:

Price List: WVCH7R_OCT16  
Labor Efficiency: Remodel  
Estimate: 2017-04-01-1549

Handwritten scribbles and marks along the left margin.



JUSTICE WALKER — OFFICE SUITE FLOOR PLAN

SCALE: 1/4" = 1'-0"

1  
A1-1

**EXISTING**

Walker 750

Date: 3/21/2017

Selection Approved:

Smith Floor Covering Distributors  
1118 Smith Street  
Charleston, WV 25301

Jenny Boggess  
(304) 344-2493 ext. 2

Account # 2248

# SFC Selection Sheet

Dealer: HOLLEY PRICE

Customer Name: BETH WALKER

Dealer Contact: 304-421-1505

Home Phone:

Phone:

Work Phone:

Fax:

Cell Phone:

Space	Location	Manufacturer Series	Size		Item #	Packaging	Price	Amount to Order	Comments
			Color						
	FLOORS	SOMERSET	5"	ENG	SOM-EP51WAE	40SF PER CTN	\$9.78SF	BW - 11 CARTONS, 440 SQ FT (382.5' ACTUAL) \$4303.20	
		CHARACTER		WALNUT				RECEIPT - 6 CARTONS, 240 SF (235.5' ACTUAL) \$2151.60	
		TOPCU	1X2	HERRINGBONE	TOP-M771612	SF	\$25.72SF	33 SQ FT. (30' ACTUAL)	\$848.76
		MARBLE	BIANCO	GIOIA			PLUS FREIGHT		



**WALNUT [walnut]**  
 Solid: 3-1/4", 4", 5" Widths; SolidPlus™ Engineered: 3-1/4", 5" Widths

Click on Thumbnail Swatch To View Feature Photo



## NATURAL BEAUTY MEANS NATURAL VARIATIONS

The patterns and color variations in a living tree are like all of nature—never repeated. Naturally occurring wood characteristics such as mineral streaks, knots, and variations in grain and color are not considered defects. Also, the color of your floor will change over time and with exposure to ultraviolet/natural light. As a result of these natural characteristics, the variation in electronically-viewed color representation, and the variations in printing, your newly installed Somerset floor will vary from samples or pictures shown.

# CHARACTER

Natural knots, markings and variations in grain and color give your space real character.

### SOLID FLOORING

<b>THICKNESS:</b>	3/4" (nominal)
<b>WIDTHS:</b>	3-1/4", 4", 5"
<b>LENGTHS:</b>	Random up to 6-1/2'
<b>PROFILE:</b>	Eased Edge, Eased End
<b>FINISH:</b>	Ultimate™ UV-Cured Aluminum Oxide/Urethane
<b>LIMITED WARRANTY:</b>	50-Year Finish Wear; Lifetime Structural
<b>RESIDENTIAL:</b>	50-Year Finish Wear; Lifetime Structural
<b>COMMERCIAL:</b>	5-Year Finish Wear; Lifetime Structural

### SOLIDPLUS® ENGINEERED FLOORING

<b>THICKNESS:</b>	1/2" (nominal)
<b>WIDTHS:</b>	3-1/4", 5"
<b>CONSTRUCTION:</b>	3mm (nominal) Wear Layer, 8 Plies
<b>LENGTHS:</b>	Random up to 6-1/2'
<b>PROFILE:</b>	Eased Edge; Eased End
<b>FINISH:</b>	Ultimate™ UV-Cured Aluminum Oxide/Urethane
<b>LIMITED WARRANTY:</b>	50-Year Finish Wear; Lifetime Structural
<b>RESIDENTIAL:</b>	50-Year Finish Wear; Lifetime Structural
<b>COMMERCIAL:</b>	5-Year Finish Wear; Lifetime Structural

PRINT

DOWNLOADS

Product Info Sheet

[SpecData® Solid](#)  
[SpecData® Engineered](#)

Click to Watch an Informational Video about Character Collection



[construction](#) | 
 [warranty](#) | 
 [installation](#) | 
 [accessories](#)

### SOMERSET'S SOLID OR SOLIDPLUS®? IT'S A MATTER OF PREFERENCE...NOT APPEARANCE!



Whether you choose 3/4" solid or 1/2" SolidPlus® engineered construction, you'll enjoy the preferred look of solid, sawn flooring once installed. The sawn face of Somerset's 1/2" SolidPlus® engineered flooring is the same beautiful Appalachian hardwood as our traditional solid flooring. SolidPlus® engineered gives you the benefit of multi-layer, cross-grained construction for dimensional stability and installation flexibility—install virtually anywhere in your home, including the basement. It's also an



1537 4th Ave.  
 Charleston, WV 25387-  
 Phone: 304-345-8750  
 Fax: 304-345-8752

QUOTE  
 20134

4/3/2017

Customer Service Rep: Danna Price

Customer: Phone: Job: Justice Walker PO:  
 Fax: Home Phone: Charleston, WV -  
 Cell: (304) 421-1505 Phone: Home Phone:  
 Fax: Cell:

Quote To: Price Interiors  
 209 W Washington Street  
 Charleston, WV 25302

Notes	Group Total	SubTotal	
Countertop: Granite New Venetian Gold 144 3/4 X 25 1/2 @ 3 cm	\$2,097.20	\$2,097.20	
Countertop: Granite New Venetian Gold 66 3/4 X 25 1/2 @ 3 cm			Taxes \$0.00
			Total \$2,097.20
Alternate Color: Astoria 144 3/4 X 25 1/2 @ 3 cm			SubTotal \$3,220.70
Alternate Color: Astoria 66 3/4 X 25 1/2 @ 3 cm			Taxes \$0.00
			Total \$3,220.70

**Disclaimer:** Lead times and service dates are not guaranteed, but are "in good faith" estimates.

Natural stone has many variations in color, crystal structure, mineral formation and texture. Customers will be able to see and feel fissures and other natural differences in the stone's surface texture. These differences are not considered flaws, but rather signatures of authenticity. Customers are encouraged to view and feel the whole slab before fabrication begins, and can reject material only at that time. This price is for this material listed only. Changes in material amounts can change the price.

Seams will be created and located as necessary by the templater and/or the fabrication shop.

**** 50% deposit required to initiate order ****

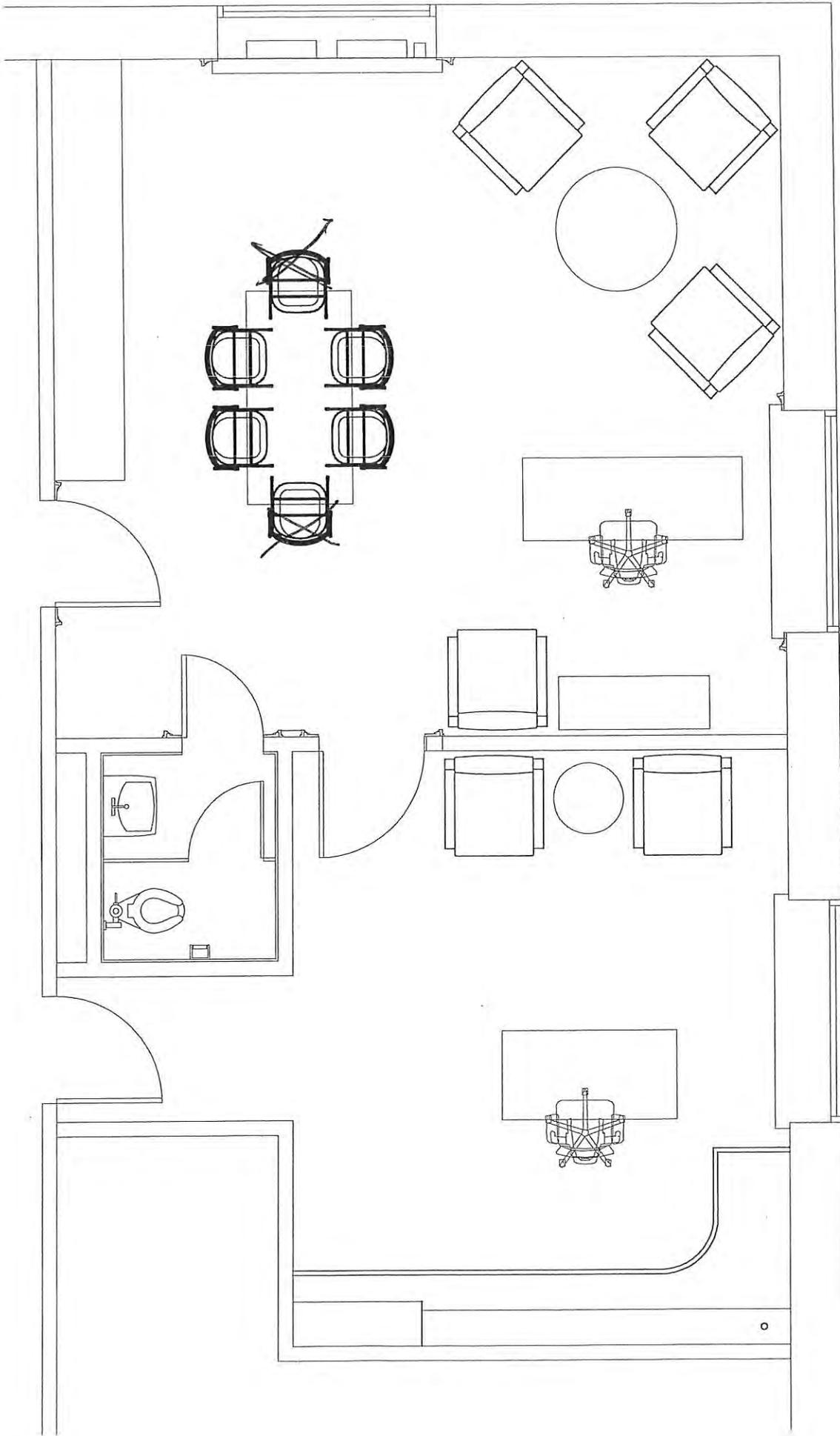
**Exclusions:** This quote does not include the removal of existing tops, plumbing, electrical work, or electrical outlet cut outs in backsplashes unless otherwise noted.

The balance is due upon completion of the work. Any discounts extended will not be valid should customer fail to pay in a timely manner.

**Warranty:** As Defined in the Bailes customer work order packet.

This warranty does not cover the characteristics of natural stone such as: variations in color, vein appearance or size, crystal structure, surface or edge resin fill, mineral formation, surface texture or fissures. This warranty does not cover physical or chemical damage.

This warranty is registered and in effect upon final payment and installation completion.

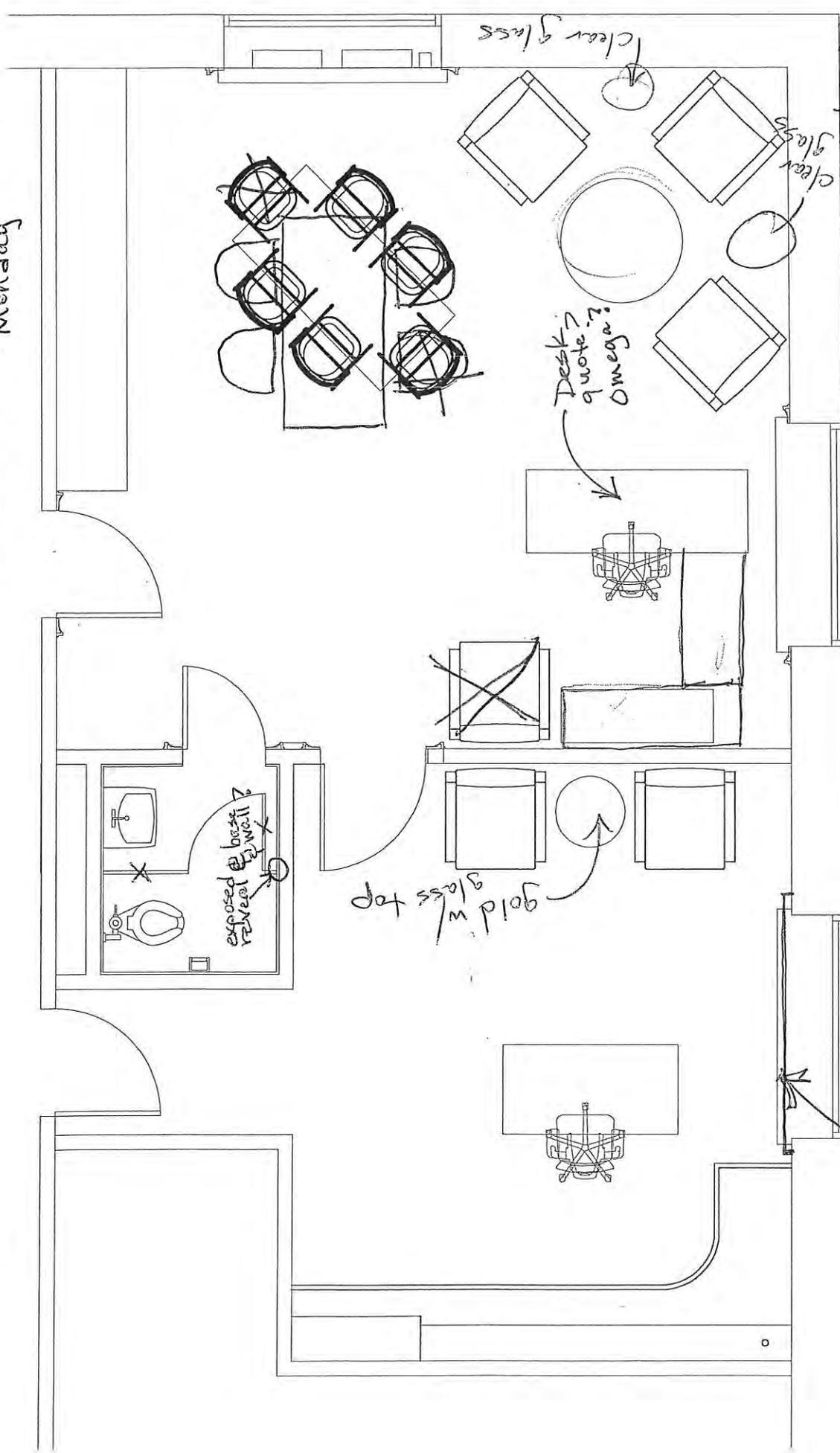


JUSTICE WALKER -- OFFICE SUITE FLOOR PLAN

SCALE: 1/4" = 1'-0"

1  
A1-1

Start date - wne 11 -  
Monday



- ✓ * Incandescent lighting locations & switches
- ✓ * Wood panels @ walls (details)?
- * built-in case work details & elevations?
- * wall finishes in Whitney's office?
- * window valance in Whitney's office?

Custom valance  
* fabric selection  
needed

# 1 JUSTICE WALKER - OFFICE SUITE FLOOR PLAN

SCALE: 1/4" = 1'-0"

* floor/base details

1  
A1-1

- If the product has been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged, no refund will be given unless the product is proven to be defective at the time of purchase.

## Price Quotation # B263279

### FERGUSON/WOLSELEY IND #142

160 SPRING STREET  
CHARLESTON, WV 25301-1027

Phone : 304-342-5555

Fax : 304-342-5555

**Bid No.....: B263279**  
**Bid Date...: 02/27/17**  
**Quoted By: DBB**  
**Customer.: QUOTE PC 24**  
**FOR QUOTING PURPOSES ONLY**  
**CHARLESTON, WV 25301**

**Cust Phone:**  
**Terms.....: CASH ON DEMAND**  
**Ship To.....: QUOTE PC 24**  
**FOR QUOTING PURPOSES ONLY**  
**CHARLESTON, WV 25301**

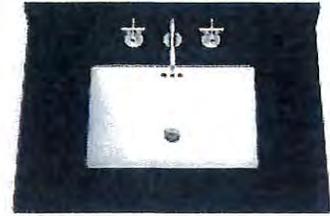
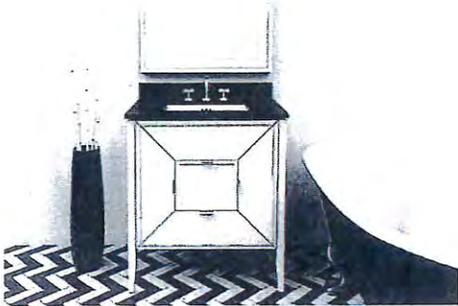
**Cust PO#..:**

**Job Name.: HOLLEY PRICE**

Item	Description	Quantity	Net Price	UM	Total
	VANITY				
R054036F22	36X22 VAN NAVY *AMORA	1	1645.875	EA	1645.88
	TOP				
R3622371Q28	37X22 1H STONE VAN TOP W/ 1CO WIWH	1	688.875	EA	688.88
	SINK				
R200561WH	20X15 RECT CRMC UC VES WHIT	1	245.850	EA	245.85
	BACKSPLASH				
R370137Q28	37 STONE B/SPLSH WIWH	1	48.675	EA	48.68

Walker 756

# ACCESSORIES



*CVR* AMORA 30 BATHROOM VANITY CABI

31X22 1H STONE VAN TOP W/ 1CO WIWH

20X15 RECT CRMC UC VES WHIT

?



31 STONE B/SPLSH WIWH

Sotria Collection Single Handle Lavatory  
Faucet; Brilliance Polished Nickel; 1.5 GPM

Sotria Single Hole Bathroom Sink Faucet;  
Brilliance Polished Nickel; 5-21/64"

* What are we putting in the reveals of base where Vitralite partition will be removed?

March 02, 2017

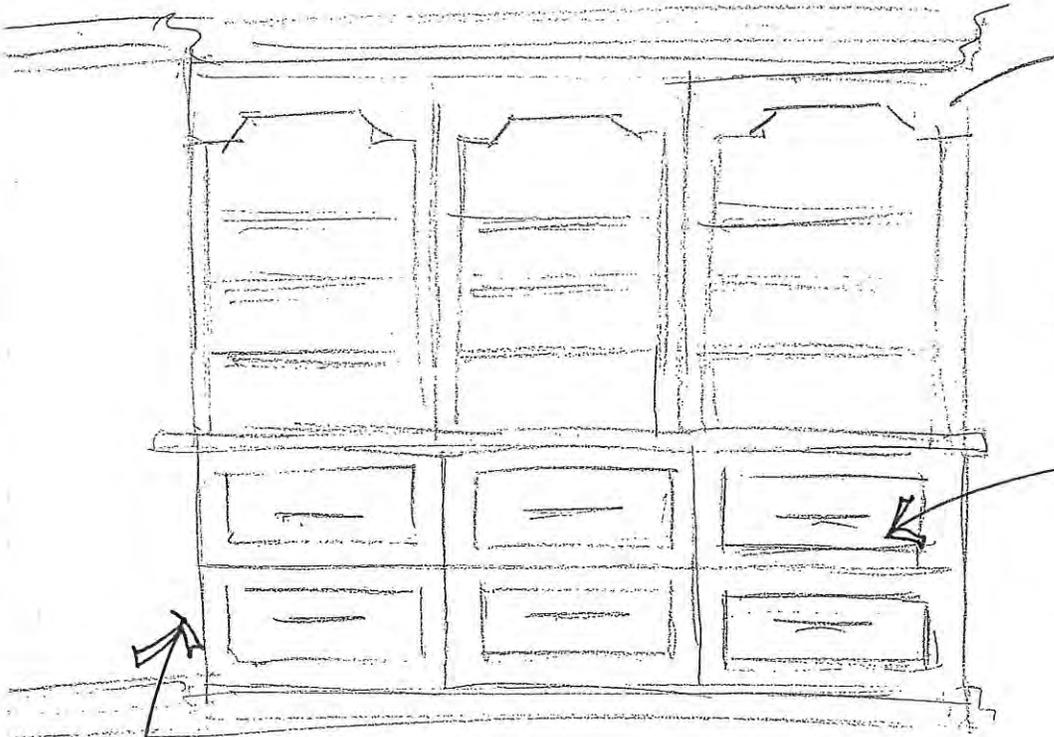
Quote PC 24

3



# BETH WALKER

* CAPTURE



STYLE  
K

36 x 60

96

file  
drawer  
inserts ?

36

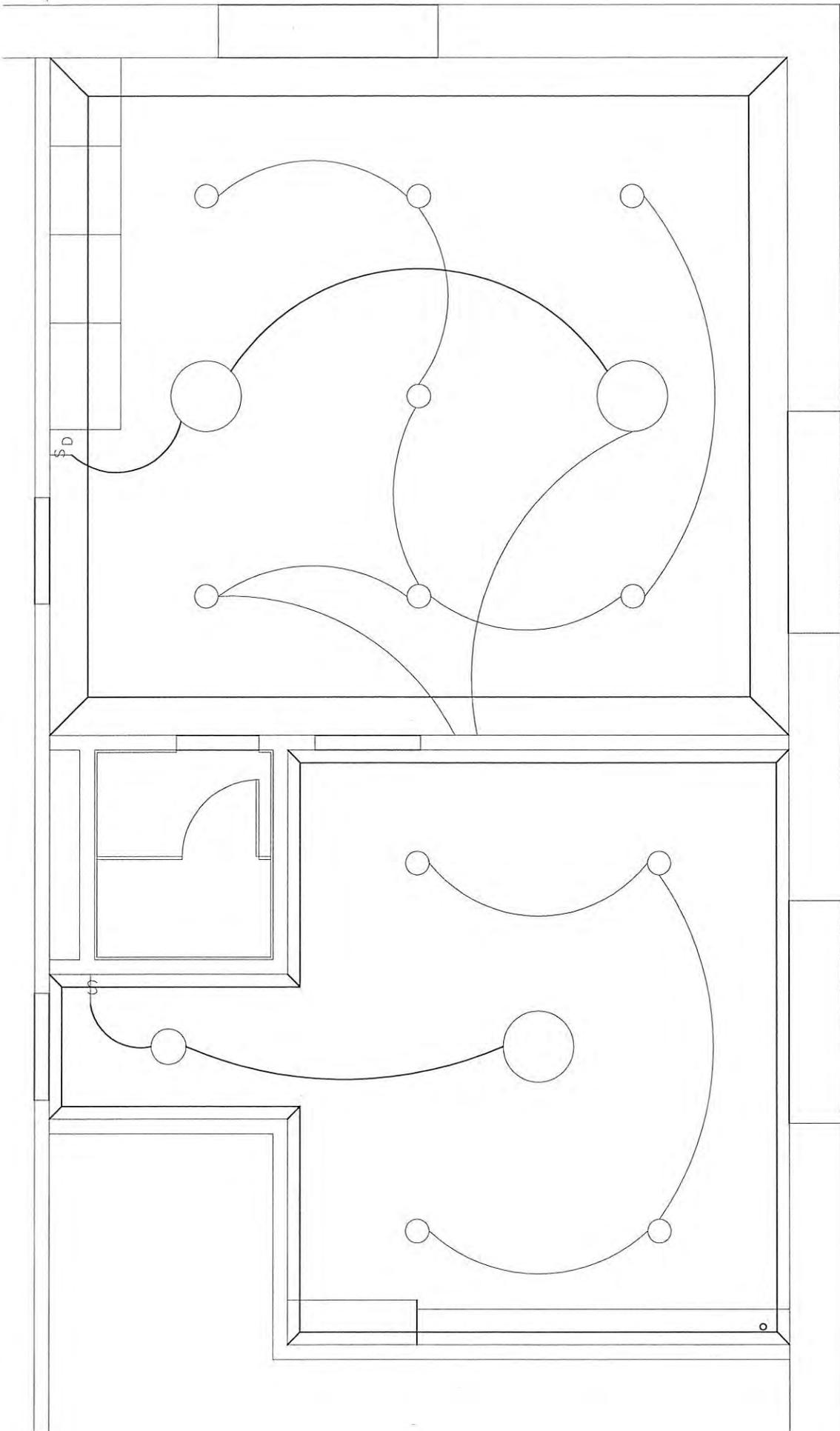
*  
BASE

30

30

30

Elevation  
showing  
doors of  
full  
Cabinet

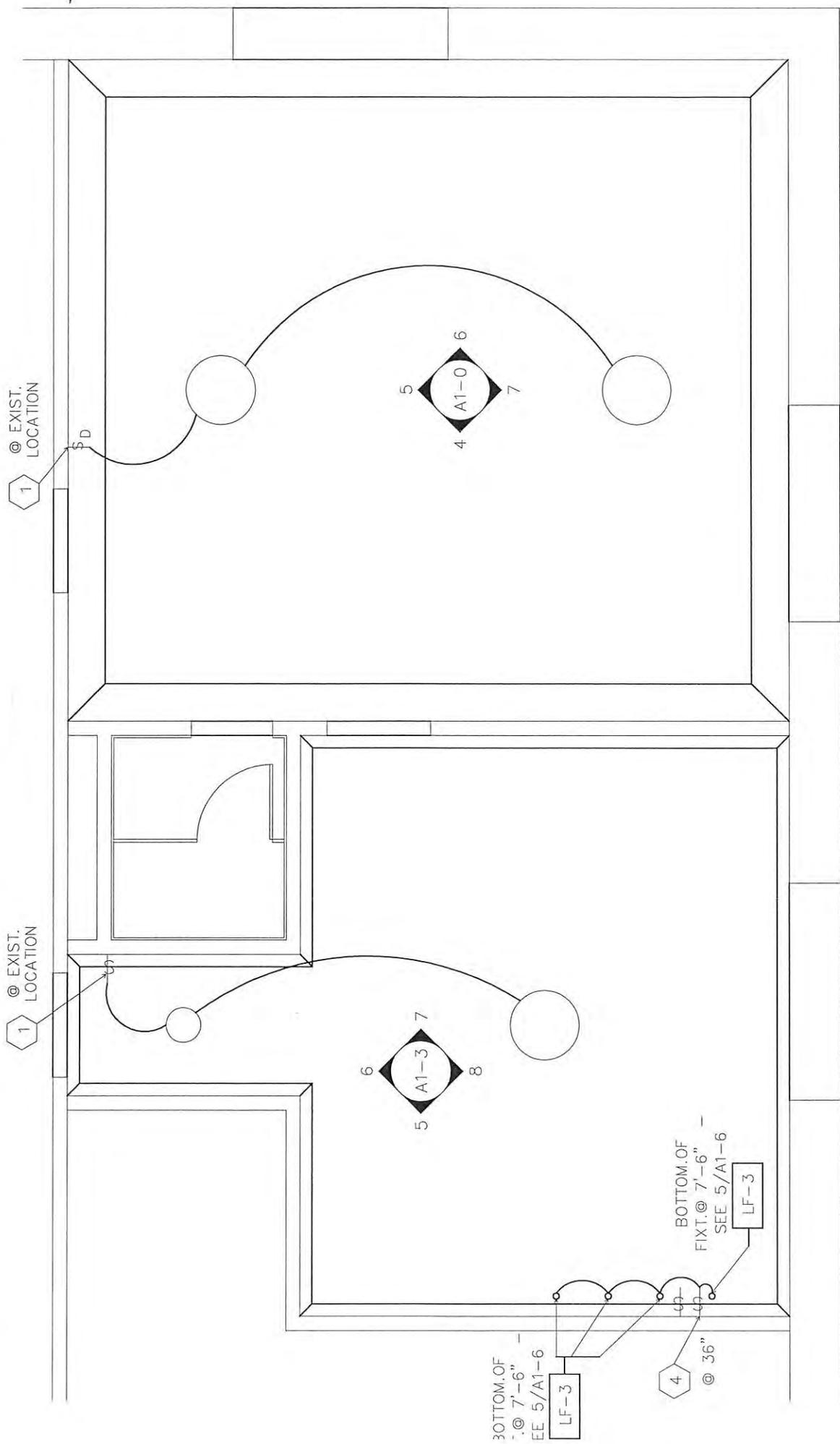


2 JUSTICE WALKER – REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

NEW

2  
A1-1

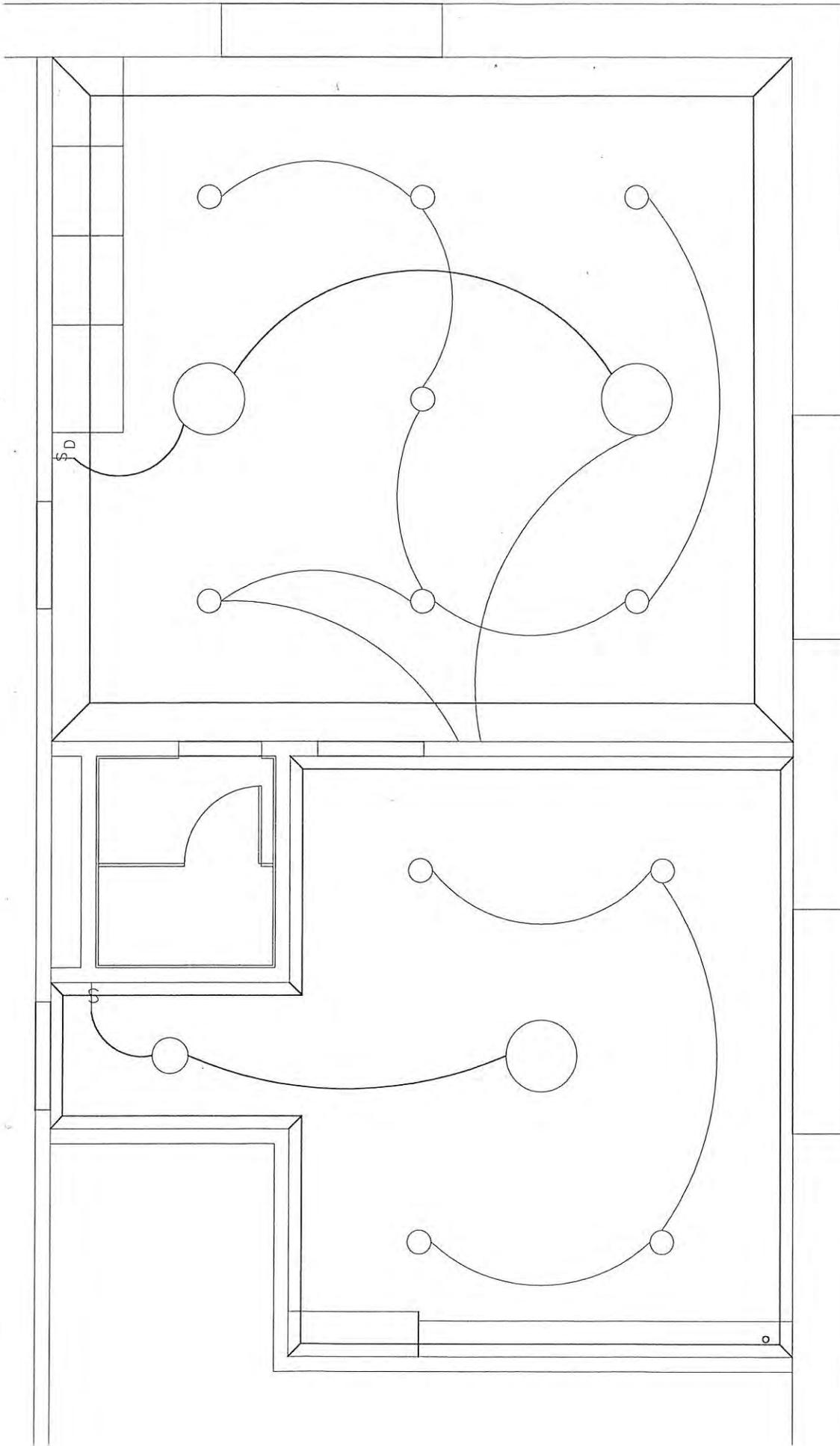


Walker 761

JUSTICE WALKER — OFFICE SUITE FLOOR PLAN

SCALE: 1/4" = 1'-0"

EXISTING



2 JUSTICE WALKER – REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

2  
A1-1

Walker 762

 Cart - 1 item

What are you shopping for?

Search

 [Home](#) > [Brands](#) > [Park Harbor](#) > [Pendants](#) > [Park Harbor PHPL5203](#)

## Park Harbor PHPL5203AS Antique Silver 16" Wide 3 Light Single Pendant

Item # bci2852645 Model # PHPL5203AS



[Click to Zoom](#)

Walker 763

**Spring Cleaning Sale Save 15%**

Use Coupon Code: SPRING15 at checkout to save an extra 15% on this product

Offer Ends 04-17-2017

**Contact for Pricing**

Call (800) 375-3410, or Request a Quote, for best prices on Park Harbor today!

**\$678.34**

Originally \$1,017.00, You Save 33%



Finish: Antique Silver

**Free Shipping!**

How did you feel about this item? Be the first to review this product.

**163 In Stock**

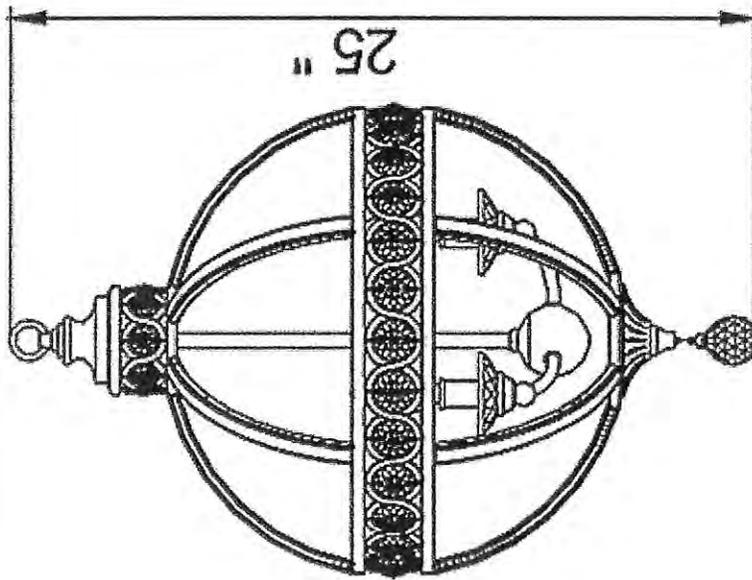
**Leaves the Warehouse Tomorrow, April 4th**

Quantity:

People Who Viewed Park Harbor PHPL5203 Also Viewed

- Chain...ing fixture - includes 60" of chain
- Can be mounted on sloped ceilings up to 20°
- Requires: (3) 60W Incandescent Bulbs

## DIMENSIONS



- Height: 25"
- Width: 15.5" (measured from furthest point left to furthest point right on fixture)
- Diameter: 15.5"
- Maximum Height: 85" (including chain / down rods)
- Chain Length: 60"
- Cord Length: 12"
- Wire Length: 180"

Walker 765

## ELECTRICAL SPECIFICATIONS

 Cart - 1 item

What are you shopping for?

Search

 [> Brands](#) [> Designers Fountain](#) [> Bathroom Lighting](#) [> Designers Fountain 87903](#)

## Designers Fountain 87903-VTG Vintage Gold Hyde Park 3 Light 24" Wide Bathroom Vanity Light with Seedy Glass Shade

Item # bci2749456 Model # 87903-VTG Hyde Park Collection



Walker 766

**Designers Fountain February Sale**

Save 15% on ALL Designers Fountain. Use coupon DF15 at checkout.

[Click to Zoom](#)

Offer Expires 4-30-2017

**\$199.50**

Originally \$299.25, You Save 33%



Finish: Vintage Gold

**Free Shipping!**

How did you feel about this item? Be the first to review this product.

**Special Order**

**Would you like to be notified when this is in stock?**

Enter Email Address

Notify Me

**Leaves the Warehouse in 3 to 4 weeks**

Quantity:

Add to Cart

People Who Viewed Designers Fountain 87903 Also Viewed

- Height: 3"
- Width: 24"
- Depth: 5.75"
- Extension: 5.75"
- Backplate Height: 4.75"
- Backplate Width: 6.75"
- Product Weight: 2.45 lbs

**Electrical Specifications:**

- Number of Bulbs: 3
- Bulb Included: No
- Bulb Base: Candelabra (E12)
- Watts Per Bulb: 60w
- Wattage: 180w
- Voltage: 120v

**Additional Designers Fountain Links**

- [View the Manufacturer Warranty](#)
- [Browse All Designers Fountain Products](#)
- [Designers Fountain Hyde Park Collection](#)

This product is listed under the following manufacturer number(s):

- Designers Fountain 87903-VB Vintage Bronze Designers Fountain

Walker 768

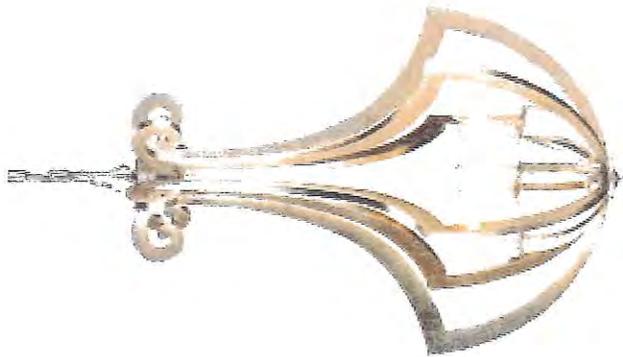
 Cart - 1 item

What are you shopping for?

 [> Brands](#) [> Currey and Company](#) [> Chandeliers](#) [> Currey and Company 9639](#)

### Currey and Company 9639 Contemporary Silver Leaf Venus Chandelier

Item # bci1026616 Model # 9639



[Click to Zoom](#)

Walker 769

**\$1,140.00**

Originally \$1,368.00, You Save 17%

Currey and Company 9921  
 Starting at \$1,390.00  
 ☆ ☆ ☆ ☆ ☆ 0

Currey and Company 9685  
 Starting at \$2,440.00  
 ☆ ☆ ☆ ☆ ☆ 0

0 0 0

Product Q&A

Reviews

Specifications

Overview

	Specifications	Reviews	Product Q&A
Bulb Base	Candelabra (E12)	Chandelier Type	Candle Style
Characteristics	Taper Candle	Design Style	Luxe, Transitional
Genre	Luxe, Transitional	Height	33
Light Direction	Up Lighting	Material	Iron
Number of Bulbs	6	Number of Tiers	1
Suggested Room Fit	Dining Room	Watts Per Bulb	60

 Cart - 1 item

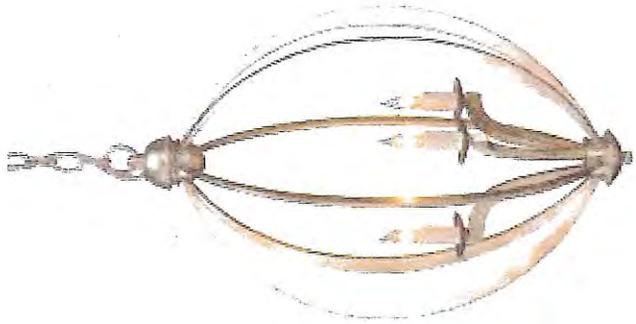
What are you shopping for?

Search

 [> Brands](#) [> Currey and Company](#) [> Pendants](#) [> Currey and Company 9482](#)

## Currey and Company 9482 Contemporary Silver Leaf Bella Luna Foyer Pendant

Item # bci1026552 Model # 9482



[Click to Zoom](#)

Walker 771

**\$820.00**

Originally \$984.00, You Save 17%

Currey and Company 9979

Starting at \$990.00

☆☆☆☆☆ 0

Miseno MLIT-8196-PNM

Starting at \$241.50

☆☆☆☆☆ 0

0

0

0

Product Q&A

Reviews

Specifications

Overview

Overview	Specifications	Reviews	Product Q&A
Base Color	Silver	Bulb Base	Candelabra (E12)
Bulb Type	Compact Fluorescent, Incandescent	Characteristics	Wrought Iron
Design Style	Luxe	Genre	Luxe
Height	26	Material	Iron
Number of Bulbs	3	Pendant Size	Full Sized
Pendant Type	Single Pendant	Shade	No

Style	Transitional	Height	180
Watts Per Bulb	60	Width	16

Sponsored Links

Width

20

Sponsored Links



EXHIBIT "B"

INSURANCE REQUIREMENTS

**Exhibit A**

**Attachment to AIA A105 Standard Form of Agreement Between Contractor and Subcontractor**

**Project:**

**Renovation to the Administrative Office of Justice Elizabeth D. Walker**

**Location:**

WV Capitol Complex Building One, Rooms E-302 and 301  
Charleston WV 25305

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory – State of WV
Contractor's Public Liability Insurance General Aggregate	\$2,000,000
Liability Insurance – Products Complete Operations Aggregate	\$1,000,000
Liability Insurance – Personal & Advertising Injury Limit	\$1,000,000
Liability Insurance – Each Occurrence	\$1,000,000
Automobile Liability – Insurance Limits Per accident; provide "Any Auto" Coverage	\$1,000,000
Excess Liability Insurance Limits Required: Combined Single Limit Occurrence: Aggregate	\$2,000,000

Oval Construction Management LLC agrees to add the Owner as an additional insured for General Liability, Auto Liability and Excess Liability on a Primary and Non Contributory Basis on their Insurance Policy.

Builder's Risk: At the present time, Builders Risk will be carried by the Owner unless other arrangements are made.

Prizm Painting LLC

20 Edgewood Dr  
Hurricane, WV 25526

WV 038686

# Estimate

Date
6/7/2017

Name / Address
Walker Supreme Court

Terms	Project

Item	Description	Qty	Total
Commercial Labor	Plaster Patching	30	2,540.00
Commercial Labor	20x20 Room 1 Walls	920	1,840.00
Commercial Labor	20x20 Room 2 Walls	920	1,840.00
Commercial Labor	20x20 Room Ceiling 1	400	860.00
Commercial Labor	20x20 Room Ceiling 2	400	860.00
Commercial Labor	Wallpaper Removal & Skim	120	360.00
Commercial Labor	Wainscotting Painting	320	1,120.00
	Subtotal From Above		9,420.00

	<b>Total</b>	\$9,420.00
--	--------------	------------

Phone #	Fax #	E-mail	Web Site
304-549-8750	304-760-0181	lmcgrew@prizmpaintingllc.com	prizmpaintingllc.com

# South Charleston Electric Co.



**June 7, 2017**

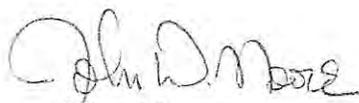
**Oval Construction  
James Carney**

**Re: Justice Walkers Office Renovation**

**Electrical Scope:**

- Install all new fixtures furnished by owner to include:
  - Removal and replacement of 2 chandeliers and 1 bathroom fixture in the justice's office.
  - Cut in and install 7 new can fixtures and 1 switch for the cans.
  - Cut in and install 5 new can fixtures and replace 1 existing can fixture in the justice's admin. office.
  - Cut in and install 1 new switch for the can fixtures.
- Replace switches, receptacles and covers in both offices and bathroom.
- Relocate 5 outlets as directed by the owner.
- Any cutting, chasing of walls, patching and painting for the wiring of switches and outlets by others.

**\$8,800.00**

  
**John Moore**  
**President**

**OVAL CONSTRUCTION MANAGEMENT**

Charleston, WV

347-8820

Job Name: Supreme Court - Justice Walker's Office Renovation

Location: Charleston WV

Date: 6/12/17

ITEM NO.	CSI FORMAT SUMMARY	oval labor	mat'l & rnt'l eqp.	subs	total SSS					
O1	General Conditions	760	1,575	0	2,335					
O2	Excavation & Sitework	3,240	0	0	3,240					
O3	Concrete	0	0	0	0					
O4	Masonry	0	0	0	0					
O5	Metals	0	0	0	0					
O6	Wood & Plastics	3,828	2,064	0	5,892					
O7	Moisture & Thermal Protection	180	180	0	360					
O8	Doors & Windows	200	0	0	200					
O9	Finishes	2,906	80	9,920	12,906					
10	Specialties	0	0	0	0					
11	Equipment	0	0	0	0					
12	Furnishings	0	0	0	0					
13	Special Construction	0	0	0	0					
14	Elevators	0	0	0	0					
15	Mechanical	0	0	1,650	1,650					
16	Electrical	0	0	8,800	8,800					
	<b>Subtotal</b>	<b>11,114</b>	<b>3,899</b>	<b>20,370</b>	<b>35,383</b>					
90060	Direct Labor Burden		28.0%		3,112					
90010	Small Tools		1.5%		167					
90515	Material Sales Tax		7.0%		273					
90030	Builder's Risk Insurance		none		0					
90015	Contractors Liability Insurance		form		844					
90500	Building Permit		none		0					
90100	Performance & Payment Bond		none		0					
90510	City B&O Tax		2.00%		884					
90600	Architectural/Engineer Fees		none		0					
90650	Consultant Expense		none		0					
90005	Union fringe benefits		none		0					
90800	Oval Construction's Fee		8.00%		3,536					
90700	Contingency		0.00%		0					
90035	Owner's Allowance		none		0					
	<b>TOTAL</b>		<b>&gt;&gt;&gt;&gt;</b>		<b>44,199</b>					
				<b>FINAL BUDGET</b>	<b>44,200</b>					
<b>QUALIFICATIONS:</b>										
O1	GENERAL CONDITIONS	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS
01041	Supervision	working	0	2000.00	0.00	0.00	0	0	0	0
01300	Blueprints	none	0	0.00	0.00	0.00	0	0	0	0
01390	Miscellaneous & Expendables	allow	1	0.00	75.00	0.00	0	75	0	75
01400	Field Eng & Layout	none	0	0.00	0.00	0.00	0	0	0	0
01405	Soils Testing	none	0	0.00	0.00	0.00	0	0	0	0
01410	Concrete Testing	none	0	0.00	0.00	0.00	0	0	0	0
01415	Asbestos Testing	none	0	0.00	0.00	0.00	0	0	0	0
01420	Lead Paint Testing	none	0	0.00	0.00	0.00	0	0	0	0
01425	Mold Testing	none	0	0.00	0.00	0.00	0	0	0	0
01500	Mobilization	allow	1	200.00	200.00	0.00	200	200	0	400
01510	Temp Water Bill	none	0	0.00	0.00	0.00	0	0	0	0
01511	Temp Gas Well	none	0	0.00	0.00	0.00	0	0	0	0
01512	Temp Electric Bill	none	0	0.00	0.00	0.00	0	0	0	0
01513	Cell Phones & Pagers	mo	1	0.00	100.00	0.00	0	100	0	100
01517	Drinking Water	none	0	0.00	0.00	0.00	0	0	0	0
01520	Temporary Toilets	none	0	0.00	0.00	0.00	0	0	0	0
01522	Temporary Fencing	none	0	0.00	0.00	0.00	0	0	0	0
01525	Barricades	none	0	0.00	0.00	0.00	0	0	0	0
01560	Dust Partitions	none	0	0.00	0.00	0.00	0	0	0	0
01570	Dumpsters	pulls	2	0.00	600.00	0.00	0	1,200	0	1,200
01575	Project Sign	none	0	0.00	0.00	0.00	0	0	0	0
01576	Project Sign Material	none	0	0.00	0.00	0.00	0	0	0	0
01580	Job Trailers	none	0	0.00	0.00	0.00	0	0	0	0
01590	General Labor	mh	8	45.00	0.00	0.00	360	0	0	360
01595	Final Cleanup	sf	800	0.25	0.00	0.00	200	0	0	200
							0	0	0	0
							0	0	0	0
	<b>Subtotal</b>						<b>760</b>	<b>1,575</b>	<b>0</b>	<b>2,335</b>

*Approved*  
*6/12/17*  
*[Signature]*

02	EXCAVATION & SITEWORK	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total \$\$\$		
			0	0.00	0.00	0.00	0	0	0	0		0
02050	Site Demolition	none	0	0.00	0.00	0.00	0	0	0	0		0
02060	Select Building Demolition Lab	mlh	72	45.00	0.00	0.00	3,240	0	0	0		3,240
02061	Sitework	none	0	0.00	0.00	0.00	0	0	0	0		0
	Subtotal						3,240	0	0	0		3,240
03	CONCRETE	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total \$\$\$		
			0	0.00	0.00	0.00	0	0	0	0		0
03200	Concrete	none	0	0.00	0.00	0.00	0	0	0	0		0
	Subtotal						0	0	0	0		0
04	MASONRY	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total \$\$\$		
			0	0.00	0.00	0.00	0	0	0	0		0
04200	Unit Masonry Subcontractor	none	0	0.00	0.00	0.00	0	0	0	0		0
04210	Hearth / Mantle	none	0	0.00	0.00	0.00	0	0	0	0		0
04400	Marble Window Stools	none	0	0.00	0.00	0.00	0	0	0	0		0
	Subtotal						0	0	0	0		0
05	METALS	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total \$\$\$		
			0	0.00	0.00	0	0	0	0	0		0
05100	Steel	none	0	0.00	0.00	0	0	0	0	0		0
	Totals						0	0	0	0		0
06	WOOD & PLASTICS	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total \$\$\$		
			1	0.00	100.00	0.00	0	100	0	100		100
06050	Rough Hardware Material	allow	1	0.00	100.00	0.00	0	100	0	100		100
06100	Wood Blocking	allow	1	200.00	50.00	0.00	200	50	0	250		250
06200	Wood Wainscot Allowance	sf	160	10.00	10.00	0.00	1,600	1,600	0	3,200	Brian Pell	3,200
06201	Build closet	mlh	12	50.00	0.00	0.00	600	0	0	600		600
06202	Baseboard	lf	157	4.00	2.00	0.00	628	314	0	942		942
06250	Install Cabinetry Main Office	mlh	16	50.00	0.00	0.00	800	0	0	800		800
06251	Cabinetry	by owner	0	0.00	0.00	0.00	0	0	0	0		0
06252	Admin Office Cabinetry & tops	by owner	0	0.00	0.00	0.00	0	0	0	0		0
06300	Cabinets & Top Labor	unknown	0	0.00	0.00	0.00	0	0	0	0		0
	Subtotal						3,828	2,064	0	5,892		5,892

Prizm Painting LLC

20 Edgewood Dr  
Hurricane, WV 25526  
WV 038686

# Estimate

Date
6/7/2017

Name / Address
Walker Supreme Court

Terms	Project

Item	Description	Qty	Total
Commercial Labor	Plaster Patching	30	2,540.00
Commercial Labor	20x20 Room 1 Walls	920	1,840.00
Commercial Labor	20x20 Room 2 Walls	920	1,840.00
Commercial Labor	20x20 Room Ceiling 1	400	860.00
Commercial Labor	20x20 Room Ceiling 2	400	860.00
Commercial Labor	Wallpaper Removal & Skim	120	360.00
Commercial Labor	Wainscotting Painting	320	1,120.00
	Subtotal From Above		9,420.00

<b>Total</b>	\$9,420.00
--------------	------------

Phone #	Fax #	E-mail	Web Site
304-549-8750	304-760-0181	lmcgrew@prizmpaintingllc.com	prizmpaintingllc.com

**OVAL CONSTRUCTION MANAGEMENT**

Charleston, WV

347-8820

**Job Name:** Supreme Court - Justice Walker's Office Renovation

**Location:** Charleston WV

**Date:** 6/12/17

ITEM NO.	CSI FORMAT SUMMARY	oval labor	mat'l & rnt'l eqp.	subs	total SSS
O1	General Conditions	760	1,575	0	2,335
O2	Excavation & Sitework	3,240	0	0	3,240
O3	Concrete	0	0	0	0
O4	Masonry	0	0	0	0
O5	Metals	0	0	0	0
O6	Wood & Plastics	3,828	2,064	0	5,892
O7	Moisture & Thermal Protection	180	180	0	360
O8	Doors & Windows	200	0	0	200
O9	Finishes	2,906	80	9,920	12,906
10	Specialties	0	0	0	0
11	Equipment	0	0	0	0
12	Furnishings	0	0	0	0
13	Special Construction	0	0	0	0
14	Elevators	0	0	0	0
15	Mechanical	0	0	1,650	1,650
16	Electrical	0	0	8,800	8,800
	<b>Subtotal</b>	<b>11,114</b>	<b>3,899</b>	<b>20,370</b>	<b>35,383</b>
90060	Direct Labor Burden		28.0%		3,112
90010	Small Tools		1.5%		167
90515	Material Sales Tax		7.0%		273
90030	Builder's Risk Insurance	none			0
90015	Contractors Liability Insurance	form			844
90500	Building Permit	none			0
90100	Performance & Payment Bond	none			0
90510	City B&O Tax		2.00%		884
90600	Architectural/Engineer Fees	none			0
90650	Consultant Expense	none			0
90005	Union fringe benefits	none			0
90800	Oval Construction's Fee		8.00%		3,536
90700	Contingency		0.00%		0
90035	Owner's Allowance		none		0
	<b>TOTAL</b>		<b>&gt;&gt;&gt;&gt;</b>		<b>44,199</b>
				<b>FINAL BUDGET</b>	<b>44,200</b>

**QUALIFICATIONS:**

O1	GENERAL CONDITIONS	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS
							0	0	0	0
01041	Supervision	working	0	2000.00	0.00	0.00	0	0	0	0
01300	Blueprints	none	0	0.00	0.00	0.00	0	0	0	0
01390	Miscellaneous & Expendables	allow	1	0.00	75.00	0.00	0	75	0	75
01400	Field Eng & Layout	none	0	0.00	0.00	0.00	0	0	0	0
01405	Soils Testing	none	0	0.00	0.00	0.00	0	0	0	0
01410	Concrete Testing	none	0	0.00	0.00	0.00	0	0	0	0
01415	Asbestos Testing	none	0	0.00	0.00	0.00	0	0	0	0
01420	Lead Paint Testing	none	0	0.00	0.00	0.00	0	0	0	0
01425	Mold Testing	none	0	0.00	0.00	0.00	0	0	0	0
01500	Mobilization	allow	1	200.00	200.00	0.00	200	200	0	400
01510	Temp Water Bill	none	0	0.00	0.00	0.00	0	0	0	0
01511	Temp Gas Well	none	0	0.00	0.00	0.00	0	0	0	0
01512	Temp Electric Bill	none	0	0.00	0.00	0.00	0	0	0	0
01513	Cell Phones & Pagers	mo	1	0.00	100.00	0.00	0	100	0	100
01517	Drinking Water	none	0	0.00	0.00	0.00	0	0	0	0
01520	Temporary Toilets	none	0	0.00	0.00	0.00	0	0	0	0
01522	Temporary Fencing	none	0	0.00	0.00	0.00	0	0	0	0
01525	Barricades	none	0	0.00	0.00	0.00	0	0	0	0
01560	Dust Partitions	none	0	0.00	0.00	0.00	0	0	0	0
01570	Dumpsters	pulls	2	0.00	600.00	0.00	0	1,200	0	1,200
01575	Project Sign	none	0	0.00	0.00	0.00	0	0	0	0
01576	Project Sign Material	none	0	0.00	0.00	0.00	0	0	0	0
01580	Job Trailers	none	0	0.00	0.00	0.00	0	0	0	0
01590	General Labor	mh	8	45.00	0.00	0.00	360	0	0	360
01595	Final Cleanup	sf	800	0.25	0.00	0.00	200	0	0	200
							0	0	0	0
							0	0	0	0
	<b>Subtotal</b>						<b>760</b>	<b>1,575</b>	<b>0</b>	<b>2,335</b>

		units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS
<b>O2</b>	<b>EXCAVATION &amp; SITEWORK</b>									
			0	0.00	0.00	0.00	0	0	0	0
02050	Site Demolition	none	0	0.00	0.00	0.00	0	0	0	0
02060	Select Building Demolition Lab	mh	72	45.00	0.00	0.00	3,240	0	0	3,240
02061	Sitework	none	0	0.00	0.00	0.00	0	0	0	0
	<b>Subtotal</b>						3,240	0	0	3,240
<b>O3</b>	<b>CONCRETE</b>									
			0	0.00	0.00	0.00	0	0	0	0
03200	Concrete	none	0	0.00	0.00	0.00	0	0	0	0
	<b>Subtotal</b>						0	0	0	0
<b>O4</b>	<b>MASONRY</b>									
			0	0.00	0.00	0.00	0	0	0	0
04200	Unit Masonry Subcontractor	none	0	0.00	0.00	0.00	0	0	0	0
04210	Hearth / Mantle	none	0	0.00	0.00	0.00	0	0	0	0
04400	Marble Window Stools	none	0	0.00	0.00	0.00	0	0	0	0
	<b>Subtotal</b>						0	0	0	0
<b>O5</b>	<b>METALS</b>									
			0	0.00	0.00	0	0	0	0	0
05100	Steel	none	0	0.00	0.00	0	0	0	0	0
	<b>Totals</b>						0	0	0	0
<b>O6</b>	<b>WOOD &amp; PLASTICS</b>									
			1	0.00	100.00	0.00	0	100	0	100
06050	Rough Hardware Material	allow	1	0.00	100.00	0.00	0	100	0	100
06100	Wood Blocking	allow	1	200.00	50.00	0.00	200	50	0	250
06200	Wood Wainscot Allowance	sf	160	10.00	10.00	0.00	1,600	1,600	0	3,200
06201	Build closet	mh	12	50.00	0.00	0.00	600	0	0	600
06202	Baseboard	lf	157	4.00	2.00	0.00	628	314	0	942
06250	Install Cabinetry Main Office	mh	16	50.00	0.00	0.00	800	0	0	800
06251	Cabinetry	by owner	0	0.00	0.00	0.00	0	0	0	0
06252	Admin Office Cabinetry & tops	by owner	0	0.00	0.00	0.00	0	0	0	0
06300	Cabinets & Top Labor	unknown	0	0.00	0.00	0.00	0	0	0	0
	<b>Subtotal</b>						3,828	2,064	0	5,892

07	THERMAL & MOISTURE	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS	
							0	0	0	0	
07152	Vapor Barrier Material	sf	800	0.10	0.10	0.00	80	80	0	160	
07180	Water Repellants	none	0	0.00	0.00	0.00	0	0	0	0	
07185	Underslab Insulation	none	0	0.00	0.00	0.00	0	0	0	0	
07210	Building Insulation	none	0	0.00	0.00	0.00	0	0	0	0	
07252	Fireproofing	none	0	0.00	0.00	0.00	0	0	0	0	
07600	Sheet Metal Flashing	none	0	0.00	0.00	0.00	0	0	0	0	
07900	Joint Sealant Labor	allow	1	100.00	100.00	0.00	100	100	0	200	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
	Subtotal						180	180	0	360	
08	DOORS & WINDOWS	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS	
							0	0	0	0	
08100	Hollow Metal Doors & Frame Lab	none	0	0.00	0.00	0.00	0	0	0	0	
08101	Hollow Metal Doors & Frame Mat	none	0	0.00	0.00	0.00	0	0	0	0	
08102	Hollow Metal Doors & Frame Sub	none	0	0.00	0.00	0.00	0	0	0	0	
08200	Wood Doors Labor	allow	1	200.00	0.00	0.00	200	0	0	200	
08201	Wood Doors Material	none	0	0.00	0.00	0.00	0	0	0	0	
08300	Access Panel	none	0	0.00	0.00	0.00	0	0	0	0	
08600	Wood Windows	none	0	0.00	0.00	0.00	0	0	0	0	
08700	Door Hardwar Material	by Owner	0	0.00	0.00	0.00	0	0	0	0	
08800	Glazing	none	0	0.00	0.00	0.00	0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
	Subtotal						200	0	0	200	
09	FINISHES	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS	
							0	0	0	0	
09200	Vitrolite panels labor	allow	1	350.00	0.00	0.00	350	0	0	350	
09200	Vitrolite panels material	by owner	0	0.00	0.00	0.00	0	0	0	0	
09300	Ceramic/Quarry Tile Subcontrac	sf	37.8189	20.00	0.00	0.00	756	0	0	756	
09500	Ceramic tile materials	by owner	0	0.00	0.00	0.00	0	0	0	0	
09550	Accoustical Ceilings	none	0	0.00	0.00	0.00	0	0	0	0	
09665	Resilient Base	none	0	0.00	0.00	0.00	0	0	0	0	
09680	Carpet	none	0	0.00	0.00	0.00	0	0	0	0	
09700	Wood Flooring Install	mh	32	50.00	0.00	0.00	1,600	0	0	1,600	
09701	Flooring trim around doors	lf	20	10.00	4.00	0.00	200	80	0	280	
09900	Painting Subcontract	bid	1	0.00	0.00	9920.00	0	0	9,920	9,920 Prism Paint	
09950	Wallcovering	none	0	0.00	0.00	0.00	0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
	Subtotals						2,906	80	9,920	12,906	
10	SPECIALTIES	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS	
							0	0	0	0	
10430	Interior Signage	none	0	0.00	0.00	0.00	0	0	0	0	
10520	Fire Extinguishers & Cab	none	0	0.00	0.00	0.00	0	0	0	0	
10700	Toilet Accessory	none	0	0.00	0.00	0.00	0	0	0	0	
10800	Walk-off Mats	none	0	0.00	0.00	0.00	0	0	0	0	
10950	Shelving	none	0	0.00	0.00	0.00	0	0	0	0	
							0	0	0	0	
							0	0	0	0	
	Subtotal						0	0	0	0	
11	EQUIPMENT	units	quantity	labor unit price	mat'l & rnt'l eqp. unit price	subs unit price	oval labor	mat'l & rnt'l eqp.	subs	total SSS	
							0	0	0	0	
11160	Equipment	none	0	0.00	0.00	0.00	0	0	0	0	
							0	0	0	0	
							0	0	0	0	
							0	0	0	0	
	Subtotal						0	0	0	0	





# QUALITY WOODS INC.

30237

OAK, CHERRY, MAPLE, POPLAR, ASH, OTHER HARDWOODS

## ESTIMATE

PO BOX 957 ELEANOR WV 25070 - PH# 1-(304)-586-3879 FAX# 1(304)-586-9754

Customer/Contractor: *OVAL CONSTRUCTION CO (JIM CARNEY )* Estimate Date: 6/26/2017  
*WV Supreme Court Justice Walker's Office* Phone #: (304) 347-8820  
*Charleston WV* Salesman : Bryan Pell

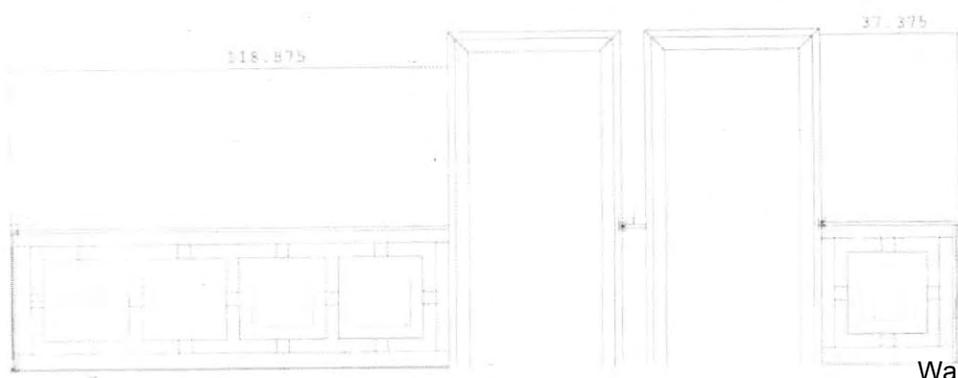
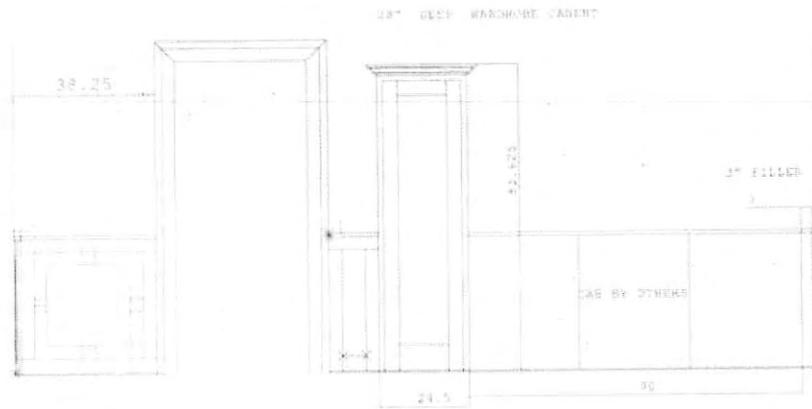
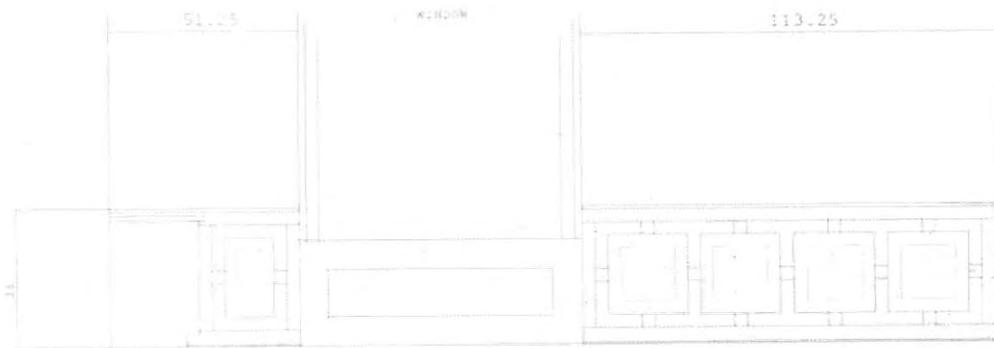
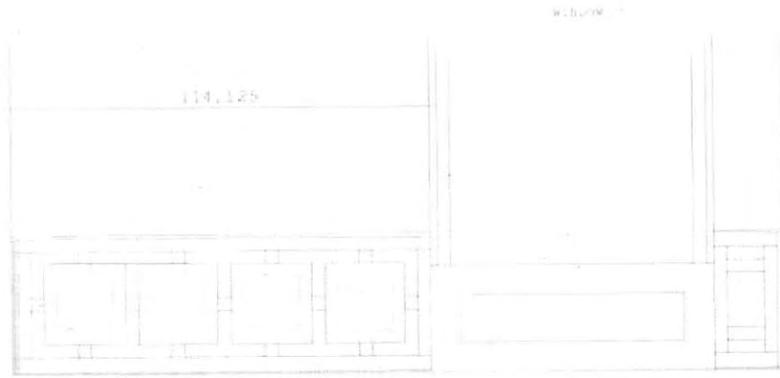
**Price is for material only. Prefinish charge is to prime.**

Quantity	Description	Unit Price	Ext Price
***ALL MATERIAL TO BE PAINT GRADE POPLAR AND MAPLE PLYWOOD***			
1 lot	CUSTOM WAINSCOTING AS PER DRAWING WITH 1/2 IN. PLYWOOD BACK 37 IN. TALL WITH 3/4" X 3 1/2" POPLAR ATTACHED AS SHOWN PER PATTERN IN DRAWING (RAW)	\$3,463.00	\$3,463.00
1 ea.	PRIME THE ABOVE WAINSCOT	\$1,127.00	\$1,127.00
1 ea.	CUSTOM CLOKE CLOSET 24 1/2 INCHES WIDE 28 INCHES DEEP AND 84 INCHES TALL WITH ONE FLAT PANEL DOOR AND ATTACHED CROWN AT TOP.(RAW)	\$882.00	\$882.00
1 ea.	PRIME THE ABOVE CABINET	\$179.00	\$179.00
1 ea.	TAIL GATE DELIVERY TO EAST LOADING DOCK AT STATE CAPITOL	\$65.00	\$65.00
1 ea.	ADDITIONAL 1% CHARLESTON WV SALES TAX	\$57.16	\$57.16
		<i>Add for Prefinish</i>	\$0.00
		<i>Sub Total</i>	\$5,773.16
		<i>6% Tax</i>	\$346.39
		<i>TOTAL</i>	\$6,119.55
		<i>DEPOSIT</i>	\$0.00
		<i>AMOUNT DUE</i>	\$6,119.55

Terms: 50% Down with signed order. Balance due upon delivery. Estimates are good for 30 days

Accepted By: X

*These estimated prices are based upon our receipt of the total job quantities. Addition or deletions may require price changes. We do not guarantee that the material listed in this estimate will be all that is required to complete this project*



# Pricing Proposals



<b>Pricing Proposal Log</b>			
Oval No.	No.	Item	Pending Amount
20.012	1	Extra Wainscot	\$ 5,201.00
20.003	2	Pickup/Deliver Flooring	\$ 865.00
	3	Tile Labor Price	\$ 1,773.00
20.002	4	Floor patch walker's bathroom	\$ 587.00
	5	Dust Control	\$ 198.00
20.005	6	Mount drawer in cabinet	\$ 632.00
20.006	7	Radiator Cleaning	\$ 612.00
20011, 20.004; 20.008	8	Install Cabinets and Crown & all trim allowances in 1	\$ 4,181.00
20.007	9	Ketchum Floor	\$ 525.00
20.009	10	Vanity	\$ 961.00
20.010	11	Curtains and Valence	\$ 477.00
	12	New Toilet & Shutoff valves	\$ 991.00
	13	Install light and new circuit	\$ 972.00
		Total to date	\$ 17,975.00

Original Contract Amount       \$   44,200.00  
Changes & Pending Changes to   \$   17,975.00  
New Contract Amount             \$   62,175.00

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 7/27/2017

Pricing Proposal # 1

Description of Work: Provide a the specified wood wainscot with modificat

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.	Contractual Wainscot Allowance			\$ (1,600)
3.	Contractual Painting Allowance (See Prism Painting Proposal last line item)			\$ (1,120)
4.	Contractual Closet Allowance			\$ (600)
5.	Prism Painting Additional costs (Wainscot touchup & Crown Molding)			\$ 780
6.	Quality Woods Pricing Proposal Dated 6/28/16			\$ 6,819
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ -	\$ -	\$ 4,279
<b>Total:</b>				<b>\$ 4,279</b>
<b>Labor Burden:</b>	<b>24%</b>			<b>\$ -</b>
<b>Liability Insurance</b>	<b>0%</b>	0.9 % on Subcontractors plus 4.5% on labor		<b>\$ 39</b>
<b>Bond</b>	<b>0%</b>			<b>\$ -</b>
<b>B&amp;O Tax</b>	<b>2%</b>			<b>\$ 104</b>
<b>Tax On Material:</b>	<b>6%</b>			<b>\$ -</b>
<b>Profit &amp; Overhead</b>	<b>15%</b>			<b>\$ 780</b>
<b>Grand Total:</b>				<b>\$ 5,201</b>

**James Carney Jr.**

---

**From:** Luke McGrew [lmcgrew@prizmpaintingllc.com]  
**Sent:** Wednesday, August 23, 2017 7:50 AM  
**To:** 'James Carney Jr.'  
**Subject:** Supreme Court

Original Contract 9420.00

Deduct Wainscotting -1120  
Add Wainscotting Caulking & Touchup +186  
Add Crown Molding +594

New Contract 9080.00

.5 other documents, if any, identified as follows:

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than August 20th, 2017 ( ) calendar days from the date of commencement, subject to adjustment as provided in Article 10 and Article 11.  
*(Insert the date of commencement, if it differs from the date of this Agreement.)*

**ARTICLE 3 CONTRACT SUM**

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Forty-Four Thousand Two Hundred Dollars (\$ 44,200 )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

Portion of Work	Value
See the Attached Exhibit A Schedule of Values	

§ 3.3 Unit prices, if any, are as follows:  
*(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
1. Demolition Labor	1. Man Hour - Beyond 72 Man Hours	1. \$56
2. Builders Risk Insurance Polilcy	2. One time charge - No cost for Builders risk is included in Oval's quote presently	2. \$750
3. Labor to move or relocate the Owner's existing Furniture, Fixtures and Equipment. (FF&E)	3. Man Hour -- No cost for moving FF&E is included in Oval's quote presently	3. \$56
4.		

§ 3.4 Allowances included in the Contract Sum, if any, are as follows:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
1. Select Building Demolition Labor	\$3240
2. Wood Blocking Behind Walls as required	\$250
3. Wood Wainscot Material	\$1600 ← *
4. Wood Wainscot Installation Labor	\$1600
5. Build Closet Labor (Material by Owner)	\$600 ← *
6. New Baseboard (If required)	\$942

Init.

- 7. Labor for Cabinetry and Countertops (Material by Owner) \$800
- 8. Wood Door Installation (Material by Owner) \$200
- 9. Labor or Subcontract Charges to Install or modify existing vitrolite panels (Material by Owner) \$350
- 10. Labor to Install new Ceramic Tile in bathroom (All Material by Owner) \$756
- 11. Labor to Install New Wood Floor (All Material by Owner) \$1600
- 12. Labor and Material for shoe molding around existing door frames and new flooring intersection if necessary \$280
- 13. Painting Subcontract as described on the attached Estimate by Prism Painting dated 6/7/2017. \$9420 ← ★
- 14. Plumbing Subcontract - remove and replace existing toilet. Remove existing sink faucet and replace new sink faucet and waste trap. (Sink and faucet by Owner) \$1650
- 15. Electrical Subcontract as described in the attached South Charleston Electric Proposal dated 6/7/17 \$8800

§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

Not applicable

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

**ARTICLE 4 PAYMENT**

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:  
*(Insert below timing for payments and provisions for withholding retainage, if any.)*

Monthly

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

%

Init.

Prizm Painting LLC

20 Edgewood Dr  
Hurricane, WV 25526  
WV 038686

# Estimate

Date
6/7/2017

Name / Address
Walker Supreme Court

Terms	Project

Item	Description	Qty	Total
Commercial Labor	Plaster Patching	30	2,540.00
Commercial Labor	20x20 Room 1 Walls	920	1,840.00
Commercial Labor	20x20 Room 2 Walls	920	1,840.00
Commercial Labor	20x20 Room Ceiling 1	400	860.00
Commercial Labor	20x20 Room Ceiling 2	400	860.00
Commercial Labor	Wallpaper Removal & Skim	120	360.00
Commercial Labor	Wainscotting Painting	320	1,120.00
	Subtotal From Above		9,420.00

<b>Total</b>	\$9,420.00
--------------	------------

Phone #	Fax #	E-mail	Web Site
304-549-8750	304-760-0181	lmcgrew@prizmpaintingllc.com	prizmpaintingllc.com



# QUALITY WOODS INC.

30237

OAK, CHERRY, MAPLE, POPLAR, ASH, OTHER HARDWOODS

**ESTIMATE** PO BOX 957 ELEANOR WV 25070 - PH# 1-(304)-586-3879 FAX# 1(304)-586-9754

Customer/Contractor: **OVAL CONSTRUCTION CO (JIM CARNEY)** ) Estimate Date: 6/28/2017  
 WV Supreme Court Justice Walker's Office Phone #: (304) 347-8820  
 Charleston WV Salesman : Bryan Pell

**Price is for material only. Prefinish charge is to prime **

ITEM

Quantity	Description	Unit Price	Ext Price	
***ALL MATERIAL TO BE PAINT GRADE POPLAR AND MAPLE PLYWOOD***				
1) 1	lot	CUSTOM WAINSCOTING AS PER DRAWING WITH 1/2 IN. PLYWOOD BACK 37 IN. TALL WITH 3/4" X 3 1/2" POPLAR ATTACHED AS SHOWN PER PATTERN IN DRAWING (RAW)	\$3,463.00	\$3,463.00
2) 1	ea.	PRIME THE ABOVE WAINSCOT	\$1,127.00	\$1,127.00
3) 1	ea.	CUSTOM CLOAK CLOSET 24 1/2 INCHES WIDE 24 INCHES DEEP AND 84 INCHES TALL WITH ONE FLAT PANEL DOOR AND ATTACHED CROWN AT TOP.(RAW)	\$882.00	\$882.00
4) 1	ea.	PRIME THE ABOVE CABINET	\$179.00	\$179.00
5) 1	ea.	TAIL GATE DELIVERY TO EAST LOADING DOCK AT STATE CAPITOL	\$65.00	\$65.00
6) 1	ea.	ADDITIONAL CHARGE TO PAINT WITH SHERWIN WILLIAMS MATCHING PAINT COLOR	\$653.00	\$653.00
7) 1	ea.	ADDITIONAL 1% CHARLESTON WV SALES TAX	\$63.69	\$63.69
			<i>Add for Prefinish</i>	\$0.00
			<i>Sub Total</i>	\$6,432.69
			<i>6% Tax</i>	\$385.96
			<b>TOTAL</b>	\$6,818.65
			<b>DEPOSIT</b>	\$0.00
			<b>AMOUNT DUE</b>	\$6,818.65

Terms 50% Down with signed order. Balance due upon delivery. Estimates are good for 30 days

Accepted By: X

These estimated prices are based upon our receipt of the total job quantities. Addition or deletions may require price changes. We do not guarantee that the material listed in this estimate will be all that is required to complete this project

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 2

Description of Work: Pickup wood flooring; pickup marble floor

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	Pickup Wood Flooring at Smith Floor Covering Distributors			
4.	2 men 4 hours each 2x4x\$45	\$ 360		
5.	Truck and fuel	\$ -	\$ 50	
6.				
7.	Pickup Marble Flooring at Smith Floor Covering Distributors			
8.	Mike Smith 2 man hours @ \$55	\$ 110		
9.	Truck and fuel	\$ -	\$ 40	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ 470	\$ 90	\$ -

<b>Total:</b>			\$ 560
<b>Labor Burden:</b>	28%		\$ 132
<b>Liability Insurance</b>	0%	0.9 % on Subcontractors plus 4.5% on labor	\$ 21
<b>Bond</b>	0%		\$ -
<b>B&amp;O Tax</b>	2%		\$ 17
<b>Tax On Material:</b>	6%		\$ 5
<b>Profit &amp; Overhead</b>	15%		\$ 130
<b>Grand Total:</b>			\$ 865

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 3

Description of Work: Tile Floor& Walls in Bathroom

Description of work performed		Oval Labor	Material	Subcontractor
1.				
2.				
3.	Labor to install ceramic tile in bathroom (contractual allowance)	\$ (756)		
4.				
5.	Contract to install tile in bathroom (Cornerstone Interiors)	\$ -		\$ 1,750
6.				
7.	Cost to remove and reinstall the tile between vitrolite panels see price attached			\$ 701
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ (756)	\$ -	\$ 2,451

<b>Total:</b>				\$ 1,695
<b>Labor Burden:</b>	28%			\$ (212)
<b>Liability Insurance</b>	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ (12)
<b>Bond</b>	0%			\$ -
<b>B&amp;O Tax</b>	2%			\$ 35
<b>Tax On Material:</b>	6%			\$ -
<b>Profit &amp; Overhead</b>	15%			\$ 266
<b>Grand Total:</b>				\$ 1,773

By Cornerston Interiors, Inc. PO Box 412 Eleanor Wv

Job name: Supreme Court

Description of Work: Re-work the tile between Vitrolite as requested by the Owner

Description of work performed		Oval Labor	Material	Subcontractor
1.				
2.	Carpenter 8 hours @ \$52.50	\$ 420		
3.				
4.				
5.		\$ -		
6.				
7.				
8.				
9.		\$ -		
10.				
11.				
12.				
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14.				
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16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ 420	\$ -	\$ -
<b>Total:</b>				\$ 420
<b>Labor Burden:</b>	34%			\$ 143
<b>Liability Insurance</b>	0%			\$ 19
<b>B&amp;O Tax</b>	2%			\$ 14
<b>Profit &amp; Overhead</b>	15%			\$ 105
<b>Total:</b>				\$ 701

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 4

Description of Work: Patch Floor in Main Office and in the bathroom

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	Floor Patch Material 2 bags at \$40/bag		\$ 80	
4.	Justice Walker's office labor			
5.	1 Carpenter & 1 Laborer @ \$52 & \$45 2 hours each	\$ 194		
6.				
7.	Floor Patch in Bathroom			
8.	Mike Smith 2 man hours @ \$55	\$ 110		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
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22.				
23.				
24.				
25.				
26.				
		\$ 304	\$ 80	\$ -
<b>Total:</b>				\$ 384
<b>Labor Burden:</b>	<b>28%</b>			\$ 85
<b>Liability Insurance</b>	<b>0%</b>	0.9 % on Subcontractors plus 4.5% on labor		\$ 14
<b>Bond</b>	<b>0%</b>			\$ -
<b>B&amp;O Tax</b>	<b>2%</b>			\$ 12
<b>Tax On Material:</b>	<b>6%</b>			\$ 5
<b>Profit &amp; Overhead</b>	<b>15%</b>			\$ 88
<b>Grand Total:</b>				\$ 587

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 5

Description of Work: Dust Control in the Main Hallway of the Supreme Court Justices wing of the Capitol

#	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	Air Filters for Air Returns		\$ 22	
4.				
5.	2 man hours	\$ 105		
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
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16.				
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18.				
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21.				
22.				
23.				
24.				
25.				
26.				
		\$ 105	\$ 22	\$ -
	<b>Total:</b>			\$ 127
	<b>Labor Burden:</b> 28%			\$ 29
	<b>Liability Insurance</b> 0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 5
	<b>Bond</b> 0%			\$ -
	<b>B&amp;O Tax</b> 2%			\$ 4
	<b>Tax On Material:</b> 6%			\$ 1
	<b>Profit &amp; Overhead</b> 15%			\$ 30
	<b>Grand Total:</b>			\$ 198

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 6

Description of Work: Mount Drawer in Admin Office under counter

Description of work performed	Oval Labor	Material	Subcontractor
1.			
2.			
3.	1 Carpenter & 1 Laborer @ \$52 & \$45 4 hours each		
4.			
5.	Miscellaneous fasteners		
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
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16.			
17.			
18.			
19.			
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21.			
22.			
23.			
24.			
25.			
26.			
	\$ 388	\$ 10	\$ -
<b>Total:</b>			\$ 398
<b>Labor Burden:</b> 28%			\$ 109
<b>Liability Insurance:</b> 0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 17
<b>Bond:</b> 0%			\$ -
<b>B&amp;O Tax:</b> 2%			\$ 13
<b>Tax On Material:</b> 6%			\$ 1
<b>Profit &amp; Overhead:</b> 15%			\$ 95
<b>Grand Total:</b>			\$ 632

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 7

Description of Work: Wire brush clean the radiators

	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	Prism Painting quoted price \$500 each			
4.	Oval Quoted price \$250 each x 3 radiators	\$ 600	\$ -	
5.	Miscellaneous fasteners		\$ -	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ 600	\$ -	\$ -
<b>Total:</b>				\$ 600
<b>Labor Burden:</b>	0%			\$ -
<b>Liability Insurance</b>	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ -
<b>Bond</b>	0%			\$ -
<b>B&amp;O Tax</b>	2%			\$ 12
<b>Tax On Material:</b>	6%			\$ -
<b>Profit &amp; Overhead</b>	15%			\$ -
<b>Grand Total:</b>				\$ 612

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 8

Description of Work: Install Cabinets, crown molding, shoe molding.

Description of work performed		Oval Labor	Material	Subcontractor
1.				
2.				
3.	Contract Allowances	\$ -		
4.	New Baseboard		\$ (600)	
5.	Labor for Cabinetry	\$ (800)		
6.	Wood Door Installation	\$ (200)		
7.				
8.	Quality Woods Invoice 1115348	\$ -	\$ 67	
9.	Quality Woods Invoice 30299	\$ -	\$ 333	
10.	Quality Woods Invoice 1130402		\$ 71	
11.	Lowes - Crown Molding		\$ 46	
12.				
13.	Labor for Crown in toilet and shoe molding in admin office			
14.	1 Carpenter & @ \$52 & 3 hours	\$ 156		
15.	1 Laborer @ \$45 for 3 hours	\$ 135		
16.				
17.	Labor for Cabinet Installation and Cabinet Crown molding			
18.	1 Carpenter & @ \$52 - 14 hours	\$ 728		
19.	1 Laborer @ \$45 for 14 hours	\$ 630		
20.				
21.	Shoe molding and chair rail at counter & all other shoe molding			
22.	1 Carpenter & @ \$52 - 21 hours	\$ 1,092		
23.	1 Laborer @ \$45 for 21 hours	\$ 945		
24.				
25.				
26.				
		\$ 2,686	\$ (83)	\$ -
<b>Total:</b>				\$ 2,603
<b>Labor Burden:</b>	28%			\$ 752
<b>Liability Insurance</b>	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 121
<b>Bond</b>	0%			\$ -
<b>B&amp;O Tax</b>	2%			\$ 84
<b>Tax On Material:</b>	6%			\$ (5)
<b>Profit &amp; Overhead</b>	15%			\$ 627
<b>Grand Total:</b>				\$ 4,181



*** INVOICE ***

1130402

REMIT TO: QUALITY WOODS INC P.O. BOX 4651 CHARLESTON, WV 25364

JLD TO:

605 5th Street S.E.  
Charleston WV 25304  
El Mill Lane  
Eleanor, WV 25070

1-(304) 925-9546  
1-(800) 439-4094

1-(304) 586-3821  
1-(800) 924-6512

Date: 8/10/2017

P.O. #:

Salesman: Bryan Pell

OVAL CONSTRUCTION CO  
WV Supreme Court Justice Walker's  
Charleston WV  
(304) 347-8820

Ship Qty	B/O	Description	Unit Price	Ext Price
34	1/f	COLONIAL RIFT AND QUARTER WHITE OAK SHOE 1/2" X 3/4" PREFINISH	\$1.95	\$66.30

Add for Prefinish \$0.00  
 Sub Total \$66.30  
 7% Tax \$4.64  
 TOTAL \$70.94  
 Deposit - \$0.00  
 Amt Due \$70.94

15 AUG 2017

Please note any damage or missing items on this invoice upon receipt of this order. See the back of this invoice for important information.

Thursday, August 10, 2017 @ 8:15:39 AM

( 30402 )

Page 1 of 1

OFFICE COPY

RECEIVED BY

*[Signature]*

DATE

OFFICE COPY

Walker 805



# QUALITY WOODS INC.

30299

OAK, CHERRY, MAPLE, POPLAR, ASH, OTHER HARDWOODS

## ESTIMATE

PO BOX 957 ELEANOR WV 25070 - PH# 1-(304)-586-3879 FAX# 1(304)-586-9754

Customer/Contractor: *OVAL CONSTRUCTION CO (JIM CARNEY)*  
*WV Supreme Court Justice Walker's Office*  
*Charleston WV*

Estimate Date: *7/12/2017*  
Phone #: *(304) 347-8820*  
Salesman : *Bryan Pell*

**Price is for material only. Prefinish charge is to prime.**

Quantity	Description	Unit Price	Ext Price
80 1/f	STANDARD RIFT AND QUARTER WHITE OAK SHOE 1/2" X 3/4" PREFINISH	\$1.95	\$156.00
1 ea.	STAIN MATCH AND PREFINISH THE ABOVE SHOE	\$155.00	\$155.00
1 ea.	7% WV STATE AND CHARLESTON SALES TAX	\$21.77	\$21.77

**Total** \$332.77

Terms: 50% Down with signed order. Balance due upon delivery. Estimates are good for 30 days

Accepted By: X

These estimated prices are based upon our receipt of the total job quantities. Addition or deletions may require price changes. We do not guarantee that the material listed in this estimate will be all that is required to complete this project.

Thursday, July 13, 2017 @ 2:15:27 PM

Page 1 of 1

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 9

Description of Work: Repair Justice Ketchum's Floor

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	1 Carpenter & @ \$52 & 3 hours	\$ 156		
4.	Mike Smith @ \$55 & 3 hours	\$ 165		
5.	Miscellaneous supplies		\$ 10	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
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21.				
22.				
23.				
24.				
25.				
26.				
		\$ 321	\$ 10	\$ -
<b>Total:</b>				\$ 331
<b>Labor Burden:</b>	<b>28%</b>			\$ 90
<b>Liability Insurance</b>	<b>0%</b>	0.9 % on Subcontractors plus 4.5% on labor		\$ 14
<b>Bond</b>	<b>0%</b>			\$ -
<b>B&amp;O Tax</b>	<b>2%</b>			\$ 11
<b>Tax On Material:</b>	<b>6%</b>			\$ 1
<b>Profit &amp; Overhead</b>	<b>15%</b>			\$ 79
<b>Grand Total:</b>				\$ 525

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

**Job name:** Justice Walker Office Renovation

**Date:** 8/23/2017

**Pricing Proposal #** 10

**Description of Work:** Install, modify and repair the bathroom vanity

	Description of work performed	Oval Labor	Material	Subcontractor
1.				
2.				
3.	1 Carpenter & @ \$52 & 6 hours	\$ 312		
4.	1 Laborer @ \$45 for 6 hours	\$ 270		
5.	Miscellaneous supplies		\$ 25	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ 582	\$ 25	\$ -
<b>Total:</b>				\$ 607
<b>Labor Burden:</b>	<b>28%</b>			\$ 163
<b>Liability Insurance</b>	<b>0%</b>	0.9 % on Subcontractors plus 4.5% on labor		\$ 26
<b>Bond</b>	<b>0%</b>			\$ -
<b>B&amp;O Tax</b>	<b>2%</b>			\$ 19
<b>Tax On Material:</b>	<b>6%</b>			\$ 2
<b>Profit &amp; Overhead</b>	<b>15%</b>			\$ 144
<b>Grand Total:</b>				\$ 961

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

**Job name:** Justice Walker Office Renovation

**Date:** 8/23/2017

**Pricing Proposal #** 11

**Description of Work:** Install, & modify the curtains and valence

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	1 Carpenter & @ \$52 & 3 hours	\$ 156		
4.	1 Laborer @ \$45 for 3 hours	\$ 135		
5.	Miscellaneous supplies		\$ 10	
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ 291	\$ 10	\$ -
<b>Total:</b>				\$ 301
<b>Labor Burden:</b>	28%			\$ 81
<b>Liability Insurance</b>	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 13
<b>Bond</b>	0%			\$ -
<b>B&amp;O Tax</b>	2%			\$ 10
<b>Tax On Material:</b>	6%			\$ 1
<b>Profit &amp; Overhead</b>	15%			\$ 72
<b>Grand Total:</b>				\$ 477

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 12

Description of Work: Install new toilet and shutoff valves

Description of work performed		Oval Labor	Material	Subcontractor
1.				
2.				
3.	See the attached Pricing Proposal from Harris Brothers			\$ 815
4.				
5.				
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ -	\$ -	\$ 815

<b>Total:</b>				\$ 815
<b>Labor Burden:</b>	28%			\$ -
<b>Liability Insurance</b>	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 7
<b>Bond</b>	0%			\$ -
<b>B&amp;O Tax</b>	2%			\$ 20
<b>Tax On Material:</b>	6%			\$ -
<b>Profit &amp; Overhead</b>	15%			\$ 149
<b>Grand Total:</b>				\$ 991



# HARRIS BROTHERS

Since 1936

**Roofing • Sheet Metal • H.V.A.C. • Mechanical**

1533 Hansford Street  
Charleston, WV 25311

(304) 343-5566  
Fax (304) 343-5568

To: Oval Construction

August 17, 2017

Attn: Jim Carney

**RE: Supreme Court – Restroom Renovation Change Orders**

Add furnishing Toilet -----	\$325.00
Add replacement of shutoff valves -----	<u>\$490.00</u>
<b>Total Cost to Date -----</b>	<b>\$815.00</b>

Any questions, please call

Sincerely,

Harris Bros.

Grey Harris

**COMMERCIAL & INDUSTRIAL**

**Roofing Systems: Built-Up / Single Ply / Slate / Tile / Maintenance / Repairs  
Architectural Sheet Metal Work: Copper / Stainless / Color / Aluminum  
Heating / Ventilating / & Air Conditioning Mechanical Systems**

# Oval

## Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/23/2017

Pricing Proposal # 13

Description of Work: Install light fixture in bathroom and and dedicated  
20 amp circuit form existing power panel

Description of work performed		Oval Labor	Material	Subcontractor
1.				
2.				
3.	See the attached Pricing Proposal from South Charleston Electric			\$ 800
4.				
5.				
6.				
7.				
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ -	\$ -	\$ 800

<b>Total:</b>				\$ 800
<b>Labor Burden:</b>	28%			\$ -
<b>Liability Insurance</b>	0%	0.9 % on Subcontractors plus 4.5% on labor		\$ 7
<b>Bond</b>	0%			\$ -
<b>B&amp;O Tax</b>	2%			\$ 19
<b>Tax On Material:</b>	6%			\$ -
<b>Profit &amp; Overhead</b>	15%			\$ 146
<b>Grand Total:</b>				\$ 972

# South Charleston Electric Co.



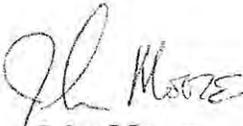
August 17, 2017

**Oval Construction**  
**James Carney**

**Re: WV Supreme Court Justice Walker Office Renovations**  
**Added Work to Contract**

- Install fixture in the restroom.
- Install a dedicated 20 amp circuit from existing power panel to the new office renovation area.

**\$800.00**

  
**John Moore**  
**President**

QUALITY WOODS, INC.  
P.O. BOX 4651  
CHARLESTON, WV 25364-4651

Phone : (304) 925-0935 Fax : (304) 925-8380

Statement

**ENTERED**

OVAL CONSTRUCTION MANAGEMENT  
P.O. BOX 401  
CHARLESTON WV 25322

Closing Date  
07/28/17

Page Number  
1

Invoice #	Date	Type	Due Date	Reference	Amount	Days Past Due
1115348	07/27/17	I	08/10/17	JOB#1745	67.36	

Job	Cost Code
1746,02	20004
GL Code	
---	---

20,00x

*****  
Total Balance 67.36  
*****

Thank you for your business. It is nice to have such a prompt paying customer.

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

**Job name:** Justice Walker Office Renovation

**Date:** 8/17/2017

**Pricing Proposal #** 4

**Description of Work:** Patch Floor in Main Office and in the bathroom

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	Floor Patch Material 2 bags at \$40/bag		\$ 80	
4.	Justice Walker's office labor			
5.	1 Carpenter & 1 Laborer @ \$52 & \$45 2 hours each	\$ 194		
6.				
7.	Floor Patch in Bathroom			
8.	Mike Smith 2 man hours @ \$55	\$ 110		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ 304	\$ 80	\$ -
<b>Total:</b>				\$ 384
<b>Labor Burden:</b>	<b>28%</b>			\$ 85
<b>Liability Insurance</b>	<b>0%</b>	0.9 % on Subcontractors plus 4.5% on labor		\$ 14
<b>Bond</b>	<b>0%</b>			\$ -
<b>B&amp;O Tax</b>	<b>2%</b>			\$ 12
<b>Tax On Material:</b>	<b>6%</b>			\$ 5
<b>Profit &amp; Overhead</b>	<b>15%</b>			\$ 88
<b>Grand Total:</b>				\$ 587

# Oval Construction Management

PO Box 401 Charleston, WV 25322  
Phone # 304-347-8820 Fax # 304-347-8821

Job name: Justice Walker Office Renovation

Date: 8/17/2017

Pricing Proposal # 3

Description of Work: Tile Floor& Walls in Bathroom

1.	Description of work performed	Oval Labor	Material	Subcontractor
2.				
3.	Labor to install ceramic tile in bathroom (contractual allowance)	\$ (756)		
4.				
5.	Contract to install tile in bathroom (Cornerstone Interiors)	\$ -		\$ 1,750
6.				
7.	Cost to remove and reinstall the tile between vitrolite panels see price attached			\$ 701
8.		\$ -		
9.		\$ -	\$ -	
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
		\$ (756)	\$ -	\$ 2,451
<b>Total:</b>				<b>\$ 1,695</b>
<b>Labor Burden:</b>	<b>28%</b>			<b>\$ (212)</b>
<b>Liability Insurance</b>	<b>0%</b>	0.9 % on Subcontractors plus 4.5% on labor		<b>\$ (12)</b>
<b>Bond</b>	<b>0%</b>			<b>\$ -</b>
<b>B&amp;O Tax</b>	<b>2%</b>			<b>\$ 35</b>
<b>Tax On Material:</b>	<b>6%</b>			<b>\$ -</b>
<b>Profit &amp; Overhead</b>	<b>15%</b>			<b>\$ 266</b>
<b>Grand Total:</b>				<b>\$ 1,773</b>

By Cornerston Interiors, Inc. PO Box 412 Eleanor Wv

Job name: Supreme Court

Description of Work: Re-work the tile between Vitrolite as requested by the Owner

Description of work performed		Oval Labor	Material	Subcontractor
1.				
2.	Carpenter 8 hours @ \$52.50	\$ 420		
3.				
4.				
5.		\$ -		
6.				
7.				
8.				
9.		\$ -		
10.				
11.				
12.				
13.				
14.				
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18.				
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21.				
22.				
23.				
24.				
25.				
26.				
		\$ 420	\$ -	\$ -
<b>Total:</b>				\$ 420
<b>Labor Burden:</b>	34%			\$ 143
<b>Liability Insurance</b>	0%			\$ 19
<b>B&amp;O Tax</b>	2%			\$ 14
<b>Profit &amp; Overhead</b>	15%			\$ 105
<b>Total:</b>				\$ 701

# PAYMENT APPLICATION

To: Oval Construction  
 P.O. Box 401  
 Charleston WV 25322

Project Name and Location: WV-WV State Supre Ct Walker Rm

From: Cornerstone Interiors, Inc.  
 P.O. Box 412  
 Eleanor WV 25070  
 304 586-4700

Architect:

For: Finishes

Job Cost Code  
 1246.02.09309  
 GL Code

Application #: 1  
 Period Thru: 07/20/2017  
 Project #: 3057  
 Date of Contract:

## Application For Payment On Contract

Original Contract..... 1,750

Net Change by Change Orders.....

Contract Sum to Date..... 1,750

Total Complete to Date..... 1,750

Retainage % :  
 0.00 % of Completed Work  
 0.00 % of Material Stored

Total Retained.....

Total Earned Less Retained..... 1,750

Less Previous Billings.....

Current Payment Due..... 1,750

Balance on Contract.....

Contractor's signature below is his assurance to the Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

Contractor: CORNERSTONE INTERIORS  
 By: *[Signature]* Date: 7-20-17

State of: WEST VIRGINIA  
 County of: PUTNAM

Subscribed and sworn to before me this 20th day of July, 2017  
 Notary Public: *[Signature]*  
 My Commission Expires: July 10, 2022



### ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT _____  
 (If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: _____ Date: _____

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.



SUPREME COURT OF APPEALS  
STATE OF WEST VIRGINIA

GARY L. JOHNSON  
ADMINISTRATIVE DIRECTOR



ADMINISTRATIVE OFFICE  
BUILDING 1, ROOM E-100  
1900 KANAWHA BOULEVARD, E.  
CHARLESTON, WV 25305-0832  
(VOICE) 304/558-0145  
(FAX) 304/558-1212  
www.courtswv.gov

January 11, 2018

Kennie Bass  
WCHS-TV/WVAH-TV  
1301 Piedmont Road  
Charleston, WV 25301  
*Via hand delivery*

Re: FOIA Request

Mr. Bass:

I write in further response to your Freedom of Information Act (FOIA) request directed to Administrative Director Johnson dated December 5, 2017, and received here in the Administrative Office (AO) that same day. This letter also is also in further response to my letter to you dated December 12, 2017 in regard to this same request and our recent telephone call establishing an appointment here at the AO. The AO has concluded its review of records available to us and provides you access to the public records described below.

I address each of your enumerated requests as follows:

1. *Any and all emails to and/or from Chief Justice Allen Loughry pertaining to the remodeling and renovation of the justice's chambers from January 2013 to present.*

These records are available for your review. The Administrative Director has withheld certain documents from production pursuant to West Virginia Code § 29B-1-4(a)(8) and the attorney-client privilege.

2. *Any and all emails to and/or from Kim Ellis, Director of Administrative Services, pertaining to the remodeling and renovation of the Chief Justice Allen Loughry's chambers from 2013 to present.*

These records are available for your review. Certain of the records responsive to this request are contained within the documents produced in response to item #1 above.

*3. Any and all charges for meals purchased using public funds for the justices and clerks during 2016 and 2017.*

These records are available for your review. Please note that these meal charges are related to working lunches for the Court. The Court has in recent years chosen to remain on the bench without a lunch break until all arguments are concluded as a convenience to litigants and lawyers. Thereafter, a working lunch allows the Court to finish consideration of the cases and other administrative matters.

*4. Any and all P-Card purchases by the justices and court employees related to fuel and travel costs from 2009 to present.*

These records are available for your review.

*5. The written court policy concerning the use of state-owned furniture in the justice's homes, the process which that policy was approved and the date of its approval.*

A review of our records has not revealed any documents responsive to this request.

*6. Access to the WV Supreme Court of Appeals warehouse on Venable Avenue in Charleston to video state-purchased and state-owned furniture (a Cass Gilbert desk and blue-green leather couch) which were taken from Chief Justice Allen Loughry's home and placed within the warehouse. If the furniture has been moved to another location, please provide the current location of the furniture and allow our organization to video the furniture where it is being stored or utilized.*

This request does not seek a writing containing information prepared or received by a public body and hence is not a request cognizable under the West Virginia Freedom of Information Act. Nonetheless, it is my understanding that you have been granted access to this facility, and hence this request is moot.

*7. The cost for dinnerware and drinking glasses, mugs or cups emblazoned with the logo of the WV Supreme Court of Appeals purchased by the court using public money.*

These records are available for your review.

8. *The cost of flatware purchased by the court using public money.*

Our ongoing review of our records has not yet revealed any documents responsive to this request.

9. *Any and all emails or documents pertaining to the court's practice of allowing former and current justices to purchase furniture owned by the state which was bought by public funds without going through West Virginia's surplus property procedures. Please provide the written policy, the date it was approved and the manner in which the value of the furniture is determined.*

A review of our records has not revealed any documents responsive to this request.

10. *A list of state-owned furniture purchased by former and current justices of the WV Supreme Court of Appeals from 2009-present, the value of those items and the dates which they were purchased.*

These records are available for your review.

11. *A list of vehicles used by the court, including vehicles used by the justices.*

These records are available for your review.

12. *The policy pertaining to the use of state-owned vehicles by the justices and court employees, including reasons given for the usage of state-owned vehicles and the destination of the occupants disclosed to the court's vehicle supervisor.*

A review of our records has not revealed any documents responsive to this request.

13. *The policy which allows justices to be exempt from disclosing their reasons for using a state-owned vehicle and to be exempt from disclosing their destinations, how the exemption was crafted, who approved it and the date of the approval.*

A review of our records has not revealed any documents responsive to this request.

13. [sic] *A list of usage of state-owned vehicles by the justices and court employees.*

A review of our records has not revealed any documents responsive to this request. The Administrative Office does maintain certain records regarding reservations for the potential use of state-owned vehicles. Should you wish to review these records, please advise, and they will be made available.

The AO reserves the right to charge a fee reasonably calculated to reimburse it for its actual cost in making reproductions of records responsive to your requests. As to any and all documents withheld from production, I am required by W. Va. Code § 29B-1-3(d)(3) to inform you that you have the opportunity to institute proceedings for injunctive or declaratory relief in the Circuit Court of Kanawha County.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Morris", with a long horizontal flourish extending to the right.

Christopher S. Morris  
Administrative Counsel

Encl.

---

## ADDENDUM

Justice Workman would like it noted that these responses are provided by Gary Johnson, Court Administrative Director, to whom the requests were directed. It is her position that the assertion of a FOIA exemption and the attorney-client privilege in response to request # 1 are made on behalf of Chief Justice Loughry concerning his e-mails. Justice Workman is not privy to any of the subject emails and has no authority to assert a privilege or FOIA exemption on behalf of any other person.



**SUPREME COURT OF APPEALS**

STATE CAPITOL COMPLEX  
ROOM E-301  
CHARLESTON, WEST VIRGINIA 25305  
(304) 558-4811

**ROBIN JEAN DAVIS**  
*Justice*

January 11, 2018

Kennie Bass  
WCHS-TV/WVAH-TV  
1301 Piedmont Road  
Charleston, WV 25301  
Re: FOIA Request

Mr. Bass,

I, Justice Robin Jean Davis, have reviewed the responses to your West Virginia Freedom of Information Act (W. Va. Code § 29-B-1-1 *et seq.*) request that are being provided by the West Virginia Supreme Court of Appeals. In light of the fact that FOIA disclosures are to be liberally construed, and exemptions to the Act strictly construed, I find that I do not fully agree with all the responses provided by the Court. Because I intend to err in favor of disclosure, I have chosen to respond separately and individually to select questions as follows:

**Question No. 1:**

I respond to Question 1 of your West Virginia Freedom of Information Act request regarding "[a]ny and all emails to and/or from Chief Justice Allen Loughry pertaining

to the remodeling and renovation of the justice's chambers from January 2013 to present" by noting that this request is directed to Chief Justice Allen Loughry. Furthermore, insofar as I was not a party to emails to and/or from Chief Justice Allen Loughry pertaining to the remodeling and renovation of his chambers, I have no knowledge as to whether additional communications exist other than the documents referred to in the Court's response to this request. Likewise, I have no knowledge as to whether W. Va. Code § 29B-1-4(a)(8) and the attorney-client privilege apply to prevent disclosure of documents being withheld as I have no access to Chief Justice Loughry's emails.

**Question No. 4:**

I respond to Question 4 of your West Virginia Freedom of Information Act request regarding "[a]ny and all P-Card purchases by the justices and court employees related to fuel and travel costs from 2009 to present" as follows: Based upon my review of purchase cards used from 2009 to present, I believe that additional records should be made available in response to this request. Specifically, records for a "Travel Visa" credit card issued by CitiBank and a "Fuel Card" issued by Wex Bank should be made available for review. The term "P-Card" is an acronym for the term "Purchasing Card." In my opinion, because the "Travel Visa" credit card issued by CitiBank and the "Fuel Card" issued by Wex Bank were used for purchases by justices and court employees, they fall within the meaning of "P-Card." Accordingly, I believe such records should be disclosed.

**Question No. 5:**

I respond to Question 5 of your West Virginia Freedom of Information Act request regarding “[t]he written court policy concerning the use of state-owned furniture in the justice’s [sic] homes, the process [by] which that policy was approved and the date of its approval” as follows: I have been a member of the Supreme Court of Appeals of West Virginia since December 16, 1996. For the past twenty-one years, since my time on the Court, I have never heard of or seen any verbal or written policy of providing the Justices an opportunity to establish a home office with furniture supplied by the West Virginia Supreme Court. The Justices have been provided computers and printers for off-campus use. Justices also have been provided Court cell phones.

I was not consulted prior to the publication of the statements contained in Mr. Kabler’s article, nor do I agree with the statements that have been made on behalf of the Court about a practice of establishing “home offices” with furniture for Justices. I have confirmed this fact by requesting memos from Kimberly Ellis, Director, Division of Administrative Services, and Sue Racer-Troy, Director, Division of Financial Management, both of which are attached hereto.

**Question No. 12:**

I respond to Question 12 of your West Virginia Freedom of Information Act request regarding “[t]he policy pertaining to the use of state-owned vehicles by the justices and court employees, including reasons given for the usage of state-owned vehicles and the destination of the occupants disclosed to the court’s vehicle supervisor” as follows: Although no *written policy* exists governing Court employees’ usage of state-owned vehicles, there has been a procedure in place for Justices and Court employees to reserve state-owned vehicles, and to supply information regarding the vehicle’s usage for the purpose of completing the Fleet Request form referenced in my answer to Question 14, below.

**Question No. 13:**

I respond to Question 13 of your West Virginia Freedom of Information Act request regarding “[t]he policy which allows justices to be exempt from disclosing their reasons for using a state-owned vehicle and to be exempt from disclosing their destinations, how the exemption was crafted, who approved it and the date of the approval” as follows: On September 8, 2016, I voted against a proposed policy exempting Justices from providing information for the purpose of filling out the Fleet Request form.

**Question No. 13 [sic]/14:**

I respond to Question 13 [sic]/14 of your West Virginia Freedom of Information Act request regarding “[a] list of usage of state-owned vehicles by the justices and court employees” as follows: The Court’s response indicates that no documents are responsive to this request; however, the Court does retain copies of the Fleet Request forms completed by Justices and Court employees. A sample of the Fleet Request form is attached.

Sincerely,

A handwritten signature in cursive script that reads "Robin Jean Davis".

Robin Jean Davis

**SUPREME COURT OF APPEALS  
STATE OF WEST VIRGINIA**

GARY L. JOHNSON  
ADMINISTRATIVE DIRECTOR



ADMINISTRATIVE OFFICE  
BUILDING 1, ROOM E-100  
1900 KANAWHA BOULEVARD, E.  
CHARLESTON, WV 25305-0832  
(VOICE) 304/558-0145  
(FAX) 304/558-1212  
www.courtswv.gov

**Memorandum**

To: The Honorable Justice Robin J. Davis, Supreme Court of Appeals of West Virginia  
From: Kimberly Ellis, Director of Administrative Services *KME*  
Date: November 30, 2017  
Re: Policies or Practices related to Court furniture or fixtures for use at Justice's Homes

This Memorandum is in response to your inquiry to me, in my capacity as Director of Administrative Services, to research and identify any written, historical and/or verbal policies or practices wherein Justices are provided with furniture or fixtures purchased or owned by the Court for use at their homes. You also directed me to identify my job responsibilities and experience related to the oversight, specification, procurement and inventory of new and used furniture under the purview of the Court.

I have been Director of Administrative Services since November 1, 2015. Prior to my tenure as Director, I was Deputy Director of Administrative Services from May 2013 to October 2015. As Director, my responsibilities include, but are not limited to, the specification, procurement (with authorization from the Court and the Administrative Director) and inventory of furniture items for the West Virginia Supreme Court Offices, and for Magistrate Courts and Family Courts throughout the state of West Virginia. I am also responsible for the oversight of the delivery, receipt, and general disposition of the Court's used furniture inventory stored and maintained in the Court's two warehouses located at Leon-Sullivan Way and at Venable Avenue.

When a furniture item is purchased by the Court, a file is generated by me and/or my staff which contains approved quotes, purchase orders, invoices, and any other relevant documentation about the purchase or item. Each file is identified by the location where the furniture item is in use. For example, documentation of a purchase of a desk chair ordered for Magistrate Court in Wayne County would be found in the Wayne County file in my office. The Financial Division also retains more detailed financial records of the purchase in electronic format through WVOasis.

After research of the records kept in the Administrative Services Division, my review of the policies I am aware of pertaining to operations at the Court, my discussions with Sue Troy, Director of the Court's Financial Division, and based on my personal knowledge during my

tenure as Deputy Director and Director of Administrative Services, I have been unable to identify any written, historical and/or verbal policies or practices related to the provision of furniture or fixtures purchased or owned by the Court for use at a Justice's home.

During my research, which included review of documents available to me going back to as far as 2010, I did not locate any records documenting that any used furniture items were moved from the Court's offices or from either of the Court's warehouses to a Justice's home. Based on my discussions with Sue Troy, it is my current understanding that she is also unaware of any records available to her that document any new or used furniture purchased for or located at a Justice's home. It is also my understanding that Mrs. Troy has been directed to submit her findings separately once she has completed her research.

As Director, I have not arranged to have new or used furniture or fixtures delivered to a Justice's home. During my tenure as Deputy Director, I did not arrange to have new or used furniture or fixtures delivered to a Justice's home. During my tenure as Deputy Director, I am not aware of my predecessor, Fletcher Adkins, arranging for furniture or fixtures to be delivered to a Justice's home. Notwithstanding, I did not contact Mr. Adkins (who is currently retired) for purposes of this memorandum, but will do so if requested by you or any other member of the Court.

Since becoming Director, I have exercised due diligence to improve the detail of our filing and tracking system of all Court assets, including furniture and fixtures, but the "system" I inherited is primarily paper files and could and should be updated to an electronic format so that it will be more comprehensive, accessible, and easily searchable. It is my suggestion that we improve our existing system by creating a central electronic database wherein all court assets (of a minimum value to be determined by the Court) located in the Supreme Court offices or warehouses, or in Magistrate and Family Courts in the 55 counties, are logged into the central database so that the description, value, purchase date and location of each asset is easily accessible and can be revised when an asset is relocated or retired. This improved central database would also assist the court in being more transparent with regard to the Court's assets located throughout the state. I have had some discussion with Sue Troy about these improvements and she suggested that we may be able to accomplish this by using WVOasis or another existing internal computer program which would minimize any additional cost to the Court to implement the new central database.

If you are requesting different or additional information, please let me know at your convenience and I will promptly conduct any necessary additional research and supplement this memorandum.

cc: File

**SUPREME COURT OF APPEALS  
STATE OF WEST VIRGINIA**

GARY L. JOHNSON  
ADMINISTRATIVE DIRECTOR



ADMINISTRATIVE OFFICE  
BUILDING 1, ROOM E-100  
1800 KANAWHA BOULEVARD, E.  
CHARLESTON, WV 25305-0832  
(VOICE) 304/558-0145  
(FAX) 304/558-1212  
[www.courtswv.gov](http://www.courtswv.gov)

To: Justice Robin Davis  
From: Sue Racer-Troy *SR*  
Date: November 29, 2017  
Subject: State property at Justice's homes

I am not aware of, nor heard any mention of a policy (verbal or written) regarding state property kept at home offices of any Justices. The lack of written policies and procedures is an on-going problem which has existed for some time. But in this case, I was not aware of even a verbal policy regarding home offices for the Justices.

Many employees are assigned computer equipment, such as laptops, that can be used either at their workplace or home. It was my understanding that the Justices likely had laptops at their homes, but I was not aware of any other state property that was not kept on the premises.

During the five years that I have worked for the court, I am not aware of any furniture or fixtures that were purchased with state funds and delivered to the homes of any Justices. I've reviewed payments to Scott Young (dba Young's Moving Service) for the 2012 calendar year. I was unable to locate any record of furniture or fixtures being moved to the homes of any Justices.

WV SUPREME COURT OF APPEALS INTRANET

Angus, Arthur

Requestor: * _____  
Vehicle Requested *    
Beginning Date: * _____    
Ending Date: * _____    
Destination * _____  
Email Address: * _____  
Phone: * _____  
Notes: _____

Save Cancel

## Walker, Beth

---

**From:** Walker, Beth  
**Sent:** Wednesday, December 20, 2017 9:26 PM  
**To:** Workman, Margaret  
**Cc:** Ketchum, Menis; Troy, Sue; Loughry, Allen; Davis, Robin  
**Subject:** Re:

I agree that MK raises excellent points. There is considerable history on this practice, which I respect. I remember appearing before the Court and wondering if my case would come up before the old lunch break. I also recognize that the Capitol is somewhat remote and the cafeteria is not a great option.

All that being said, my decision is purely personal and I do not plan to announce it unless absolutely necessary to respond to a FOIA request. I will simply opt out of future lunches as a matter of personal preference.

Beth

On Dec 20, 2017, at 7:34 PM, Workman, Margaret <[Margaret.Workman@courtswv.gov](mailto:Margaret.Workman@courtswv.gov)> wrote:

After reading MK's email, I think I find myself agreeing with him. And if we discontinue working lunches, we will have to restore the lunch break. It really takes an hour and a half to leave Capitol, drive somewhere for lunch and get back.

Sent from my iPhone

On Dec 20, 2017, at 6:30 PM, Ketchum, Menis <[Menis.Ketchum@courtswv.gov](mailto:Menis.Ketchum@courtswv.gov)> wrote:

I called MW and told her that I am not in favor of paying reimbursement for lunches. It is an entirely appropriate expense. We stay on the bench until 1:30 or 2 p m. without a break. We then work during lunch on decisions. On Wednesday we also do Writs, petitions, and ect. There is nothing wrong with a working lunch.

Before MW and I came on the Court, it broke for lunch at 12:30 and started back at 2 p m. This really inconvenienced lawyers and litigants, especially out of town lawyers and litigants. It also inconveniences staff.

To pay for the lunches now will appear that we have done something improper and the FOIA forced us to pay it. I do not want to pay reimbursement for an entirely appropriate expense.

It is not like we have a Chef like the US Supreme Court, Illinois and other Courts where each Justice has his/her staff and office in their home town.

Sent from my iPhone

On Dec 20, 2017, at 5:38 PM, Workman, Margaret <[Margaret.Workman@courtswv.gov](mailto:Margaret.Workman@courtswv.gov)> wrote:

I just read Justice Walker's e-mail regarding her desire to reimburse the state for any funds expended on working

lunches. Can you please provide me a written memorandum memorializing the fact that I contacted you AT LEAST three to four weeks prior to receipt of the FOIA on this issue with the same request? You may have contemporaneous notes that would reflect exactly how long ago it was. I am checking my e mail and text notes to see if I can determine a date, but I may have made the request orally. You indicated at that time that it would be virtually impossible for you to ascertain the needed information. Although I stated my opinion at that time that the expenditure was not inappropriate (in view of the fact that the Court took no lunch break so the Court's decisions could be completed more quickly). However, to avoid any public perception of impropriety, I wished to reimburse the state. If you ARE able to ascertain the amounts, I want the record to demonstrate that my effort to make reimbursement preceded the FOIA request. (This is not to suggest that desire to reimburse after receipt of FOIA a negative...just want my record clear.). Thanks.

Sent from my iPad

**SUPREME COURT OF APPEALS  
STATE OF WEST VIRGINIA**

GARY L. JOHNSON  
ADMINISTRATIVE DIRECTOR



ADMINISTRATIVE OFFICE  
BUILDING 1, ROOM E-100  
1900 KANAWHA BOULEVARD, E.  
CHARLESTON, WV 25305-0832  
(VOICE) 304/558-0145  
(FAX) 304/558-1212  
[www.courtswv.gov](http://www.courtswv.gov)

December 12, 2017

Kennie Bass  
WCHS-TV/WVAH-TV  
1301 Piedmont Road  
Charleston, WV 25301

Re: FOIA Request

Mr. Bass:

I am in receipt of your FOIA request directed to Administrative Director Johnson dated December 5, 2017, and received here in the Administrative Office (AO) that same day. We are in the process of reviewing our records to determine the existence of any public records responsive to this request as well as the potential applicability of statutory or other exemptions applicable to such records. As the result of the volume of records we will have to review, we estimate that approximately ten business days from today will be required to complete our review and make responsive, nonexempt materials available.

If you would like to contact me by telephone on or after December 26, 2017, to make an appointment to review responsive, nonexempt documents, I would be pleased to arrange one.

Sincerely,

Christopher S. Morris  
Administrative Counsel

## Clemens, Ashley

---

**From:** Morris, Christopher  
**Sent:** Tuesday, December 12, 2017 3:58 PM  
**To:** Clemens, Ashley  
**Subject:** FW: FOIA Request

---

**From:** Bundy, Jennifer  
**Sent:** Tuesday, December 5, 2017 11:06 AM  
**To:** Johnson, Gary <Gary.Johnson@courtswv.gov>; Loughry, Allen <Allen.Loughry@courtswv.gov>; Morris, Christopher <Christopher.Morris@courtswv.gov>  
**Cc:** Harless, April <April.Harless@courtswv.gov>  
**Subject:** FW: FOIA Request

---

**From:** Kennie Bass [<mailto:kbass@sbgtv.com>]  
**Sent:** Tuesday, December 05, 2017 11:05 AM  
**To:** Johnson, Gary; Bundy, Jennifer  
**Cc:** Christopher Swope  
**Subject:** FOIA Request

Kennie Bass  
WCHS-TV/WVAH-TV  
1301 Piedmont Road  
Charleston, WV 25301  
12/5/17

Gary Johnson  
Administrative Director of West Virginia Courts  
Administrative Office  
1900 Kanawha Boulevard East  
Charleston, WV 25305

Mr. Johnson,

Under the West Virginia Freedom of Information Act, §29-B-1-1 et seq., I am requesting an opportunity to inspect or obtain copies of public records that which detail certain spending by the West Virginia Supreme Court of Appeals, its justices and employees. Please provide the following records:

1. Any and all emails to and/or from Chief Justice Allen Loughry pertaining to the remodeling and renovation of the justice's chambers from January 2013 to present.
2. Any and all emails to and/or from Kim Ellis, Director of Administrative Services, pertaining to the remodeling and renovation of the Chief Justice Allen Loughry's chambers from 2013 to present.
3. Any and all charges for meals purchased using public funds for the justices and clerks during 2016 and 2017.
4. Any and all P-Card purchases by the justices and court employees related to fuel and travel costs from 2009 to present.

5. The written court policy concerning the use of state-owned furniture in the justice's homes, the process which that policy was approved and the date of its approval.
6. Access to the WV Supreme Court of Appeals warehouse on Venable Avenue in Charleston to video state-purchased and state-owned furniture (a Cass Gilbert desk and blue-green leather couch) which were taken from Chief Justice Allen Loughry's home and placed within the warehouse. If the furniture has been moved to another location, please provide the current location of the furniture and allow our organization to video the furniture where it is being stored or utilized.
7. The cost for dinnerware and drinking glasses, mugs or cups emblazoned with the logo of the WV Supreme Court of Appeals purchased by the court using public money.
8. The cost of flatware purchased by the court using public money.
9. Any and all emails or documents pertaining to the court's practice of allowing former and current justices to purchase furniture owned by the state which was bought by public funds without going through West Virginia's surplus property procedures. Please provide the written policy, the date it was approved and the manner in which the value of the furniture is determined.
10. A list of state-owned furniture purchased by former and current justices of the WV Supreme Court of Appeals from 2009-present, the value of those items and the dates which they were purchased.
11. A list of vehicles used by the court, including vehicles used by the justices.
12. The policy pertaining to the use of state-owned vehicles by the justices and court employees, including reasons given for the usage of state-owned vehicles and the destination of the occupants disclosed to the court's vehicle supervisor.
13. The policy which allows justices to be exempt from disclosing their reasons for using a state-owned vehicle and to be exempt from disclosing their destinations, how the exemption was crafted, who approved it and the date of the approval.
13. A list of usage of state-owned vehicles by the justices and court employees.

If there are any fees for searching or copying these records, please inform me of the cost. However, I would also like to request a waiver of all fees in that the disclosure of the requested information is in the public interest and will contribute significantly to the public's understanding of understanding of how the court spends public money provided by the taxpayers of West Virginia. I am a member of the news media and my request is related to news gathering purposes. This information is not being sought for commercial purposes.

The West Virginia Freedom of Information Act requires a response to this request be made within five business days. If access to the records I am requesting will take longer than this amount of time, please contact me with information about when I might expect copies or the ability to inspect the requested records and access to the supreme court warehouse.

If you deny any or all of this request, please cite each specific exemption you feel justifies the refusal to release the information and notify me of the appeal procedures available to me under the law.

Thank you for considering my request.

Sincerely,

**Kennie Bass**

News Anchor/Reporter  
WCHS (ABC 8) / WVAH (FOX 11)  
Eyewitness News  
1301 Piedmont Road, Charleston, WV 25301  
Newsroom: 304.345.4115  
My Desk: 304.561.3827  
ABC 8/FOX 11 Front Desk: 304.345.5358  
Fax: 304.345.1849  
Mobile: 304.539.9122

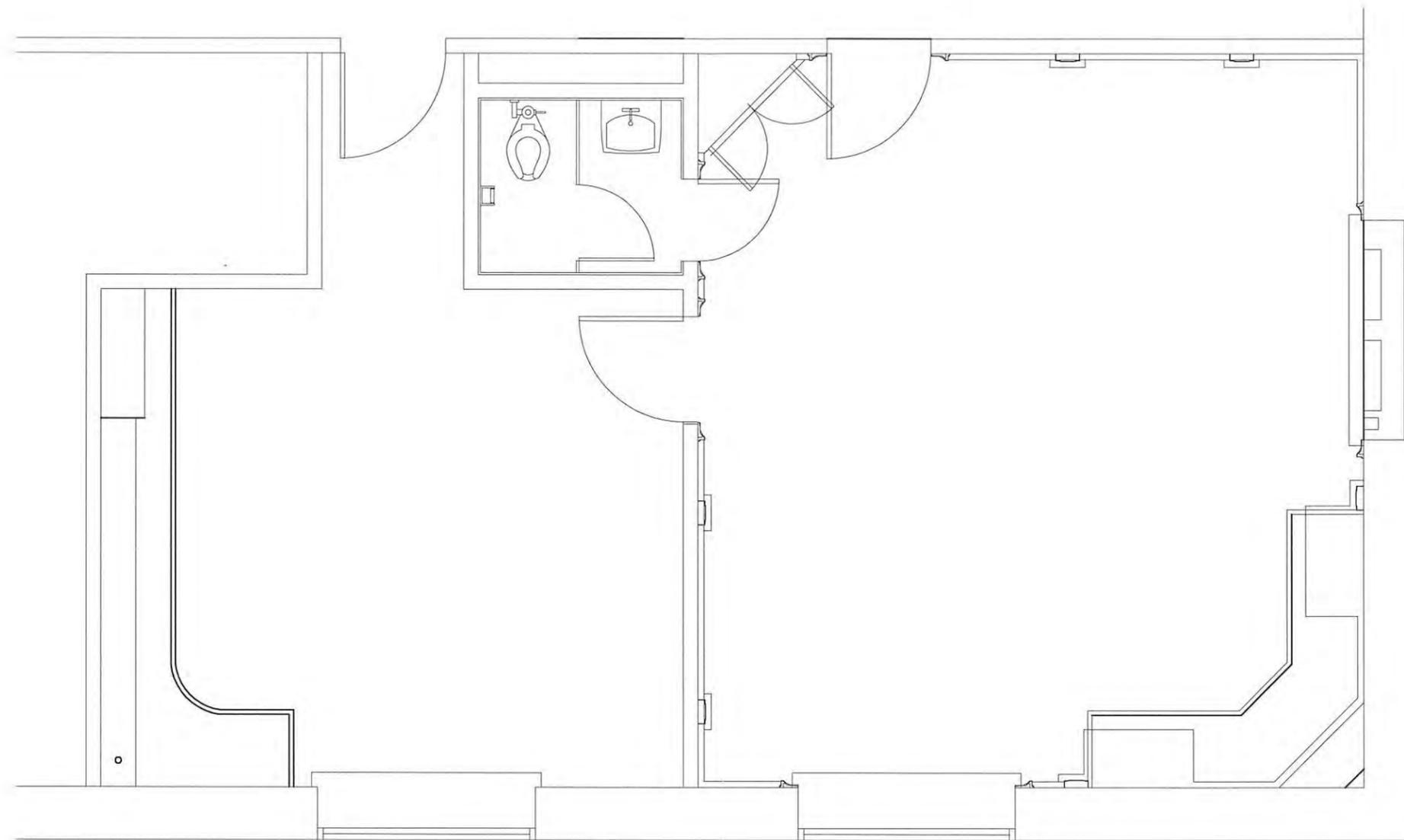
Twitter: @KennieBassWCHS

Facebook: facebook.com/Kennie-Bass-257839674292570/

wchstv.com wvah.com



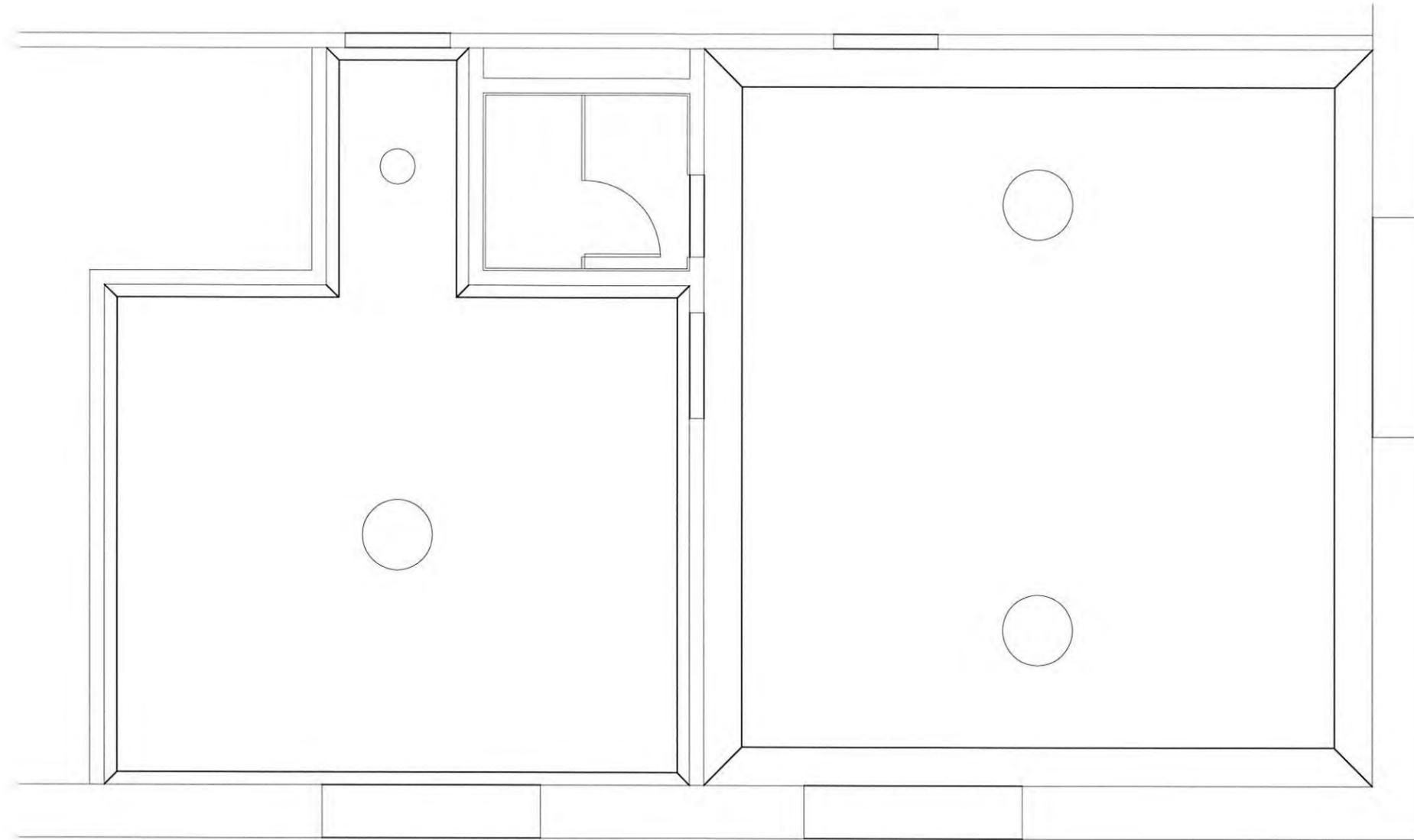
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JUSTICE WALKER — OFFICE SUITE FLOOR PLAN

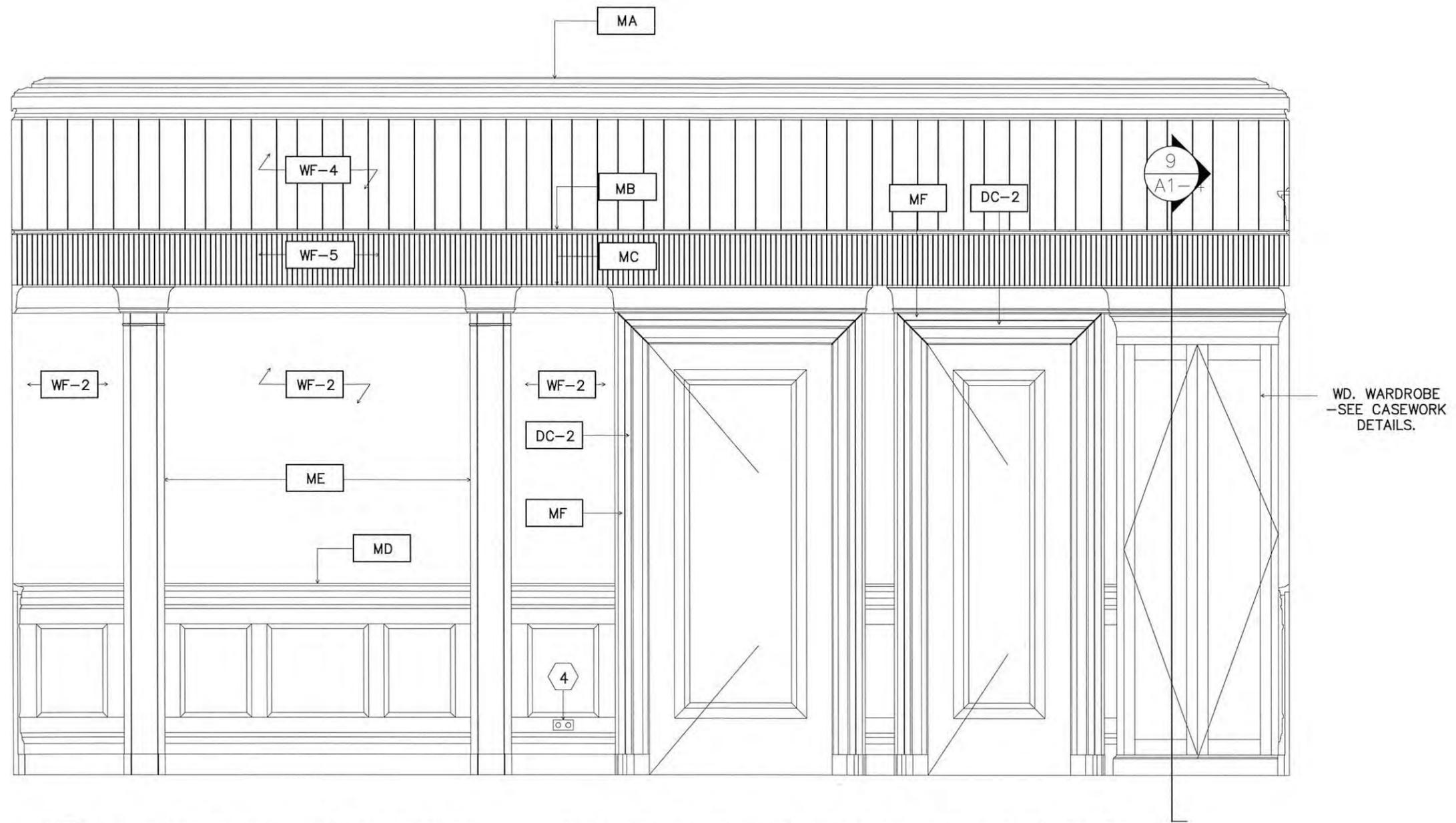
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2  
A1-1

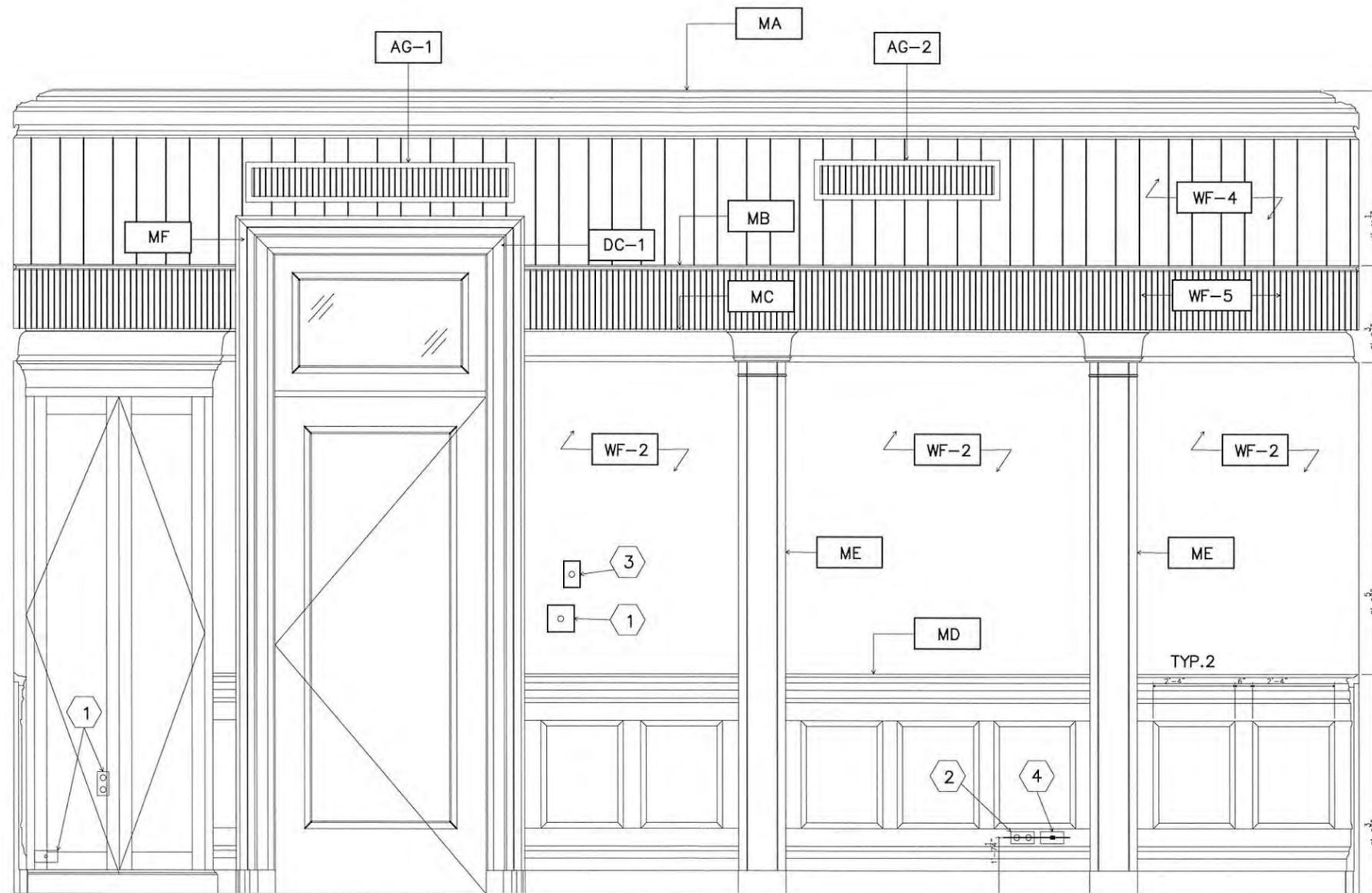
JUSTICE WALKER — REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"



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 -SEE CASEWORK  
 DETAILS.

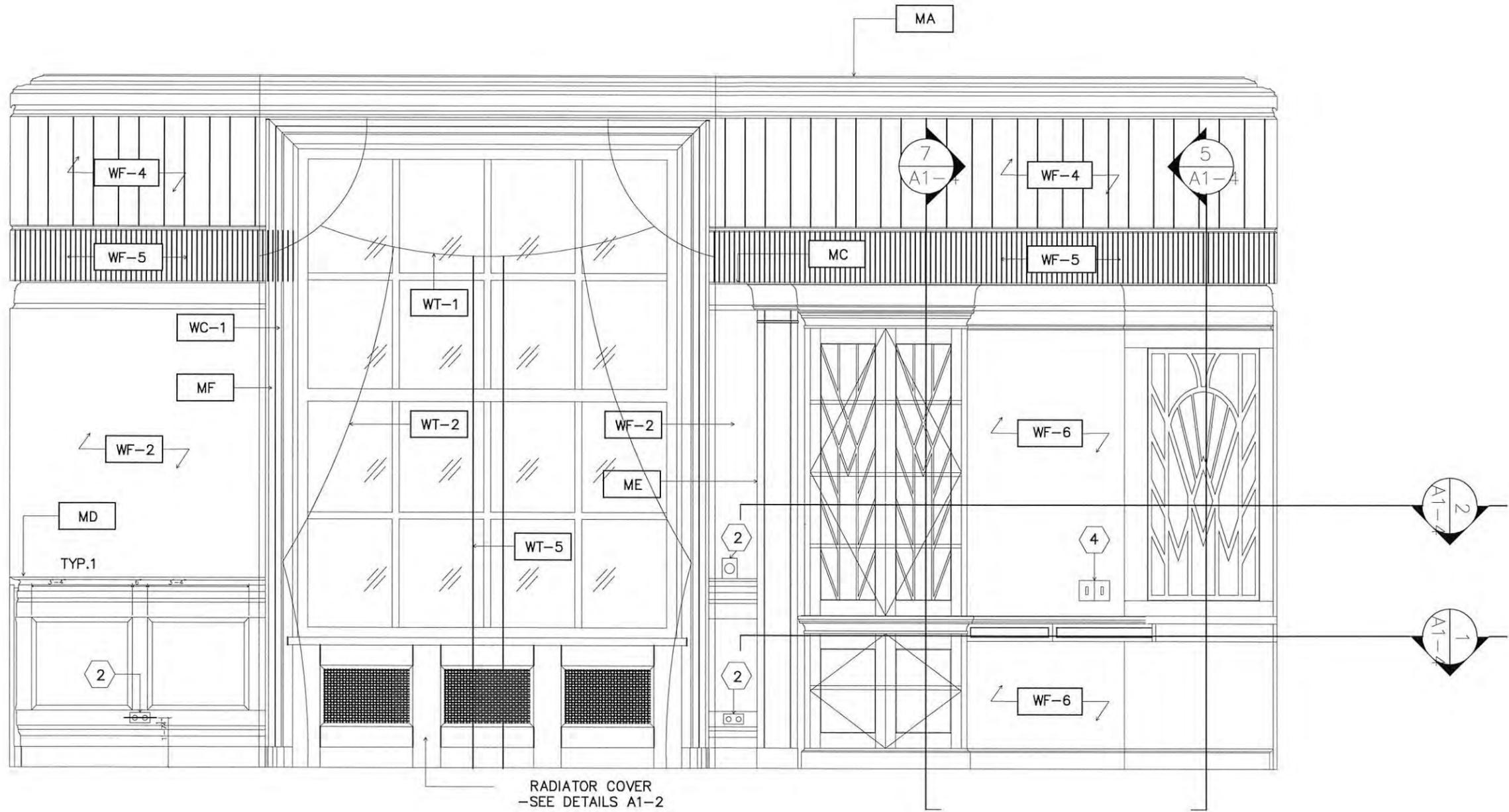
4 JUSTICE WALKER - EXISTING OFFICE ELEVATION  
 A1-1 SCALE: 1/2" = 1'-0"



5  
A1-1

JUSTICE WALKER — EXISTING OFFICE ELEVATION

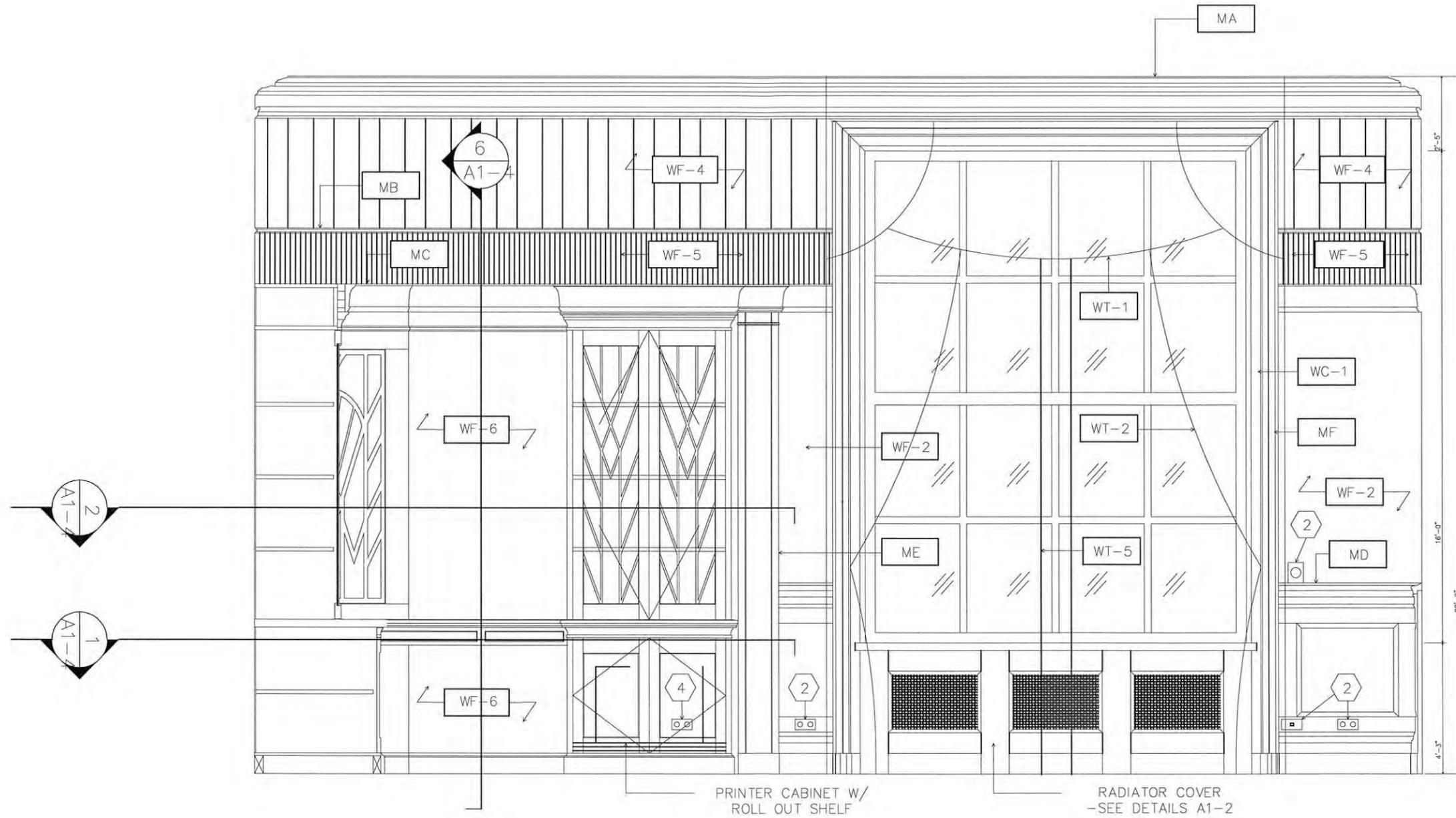
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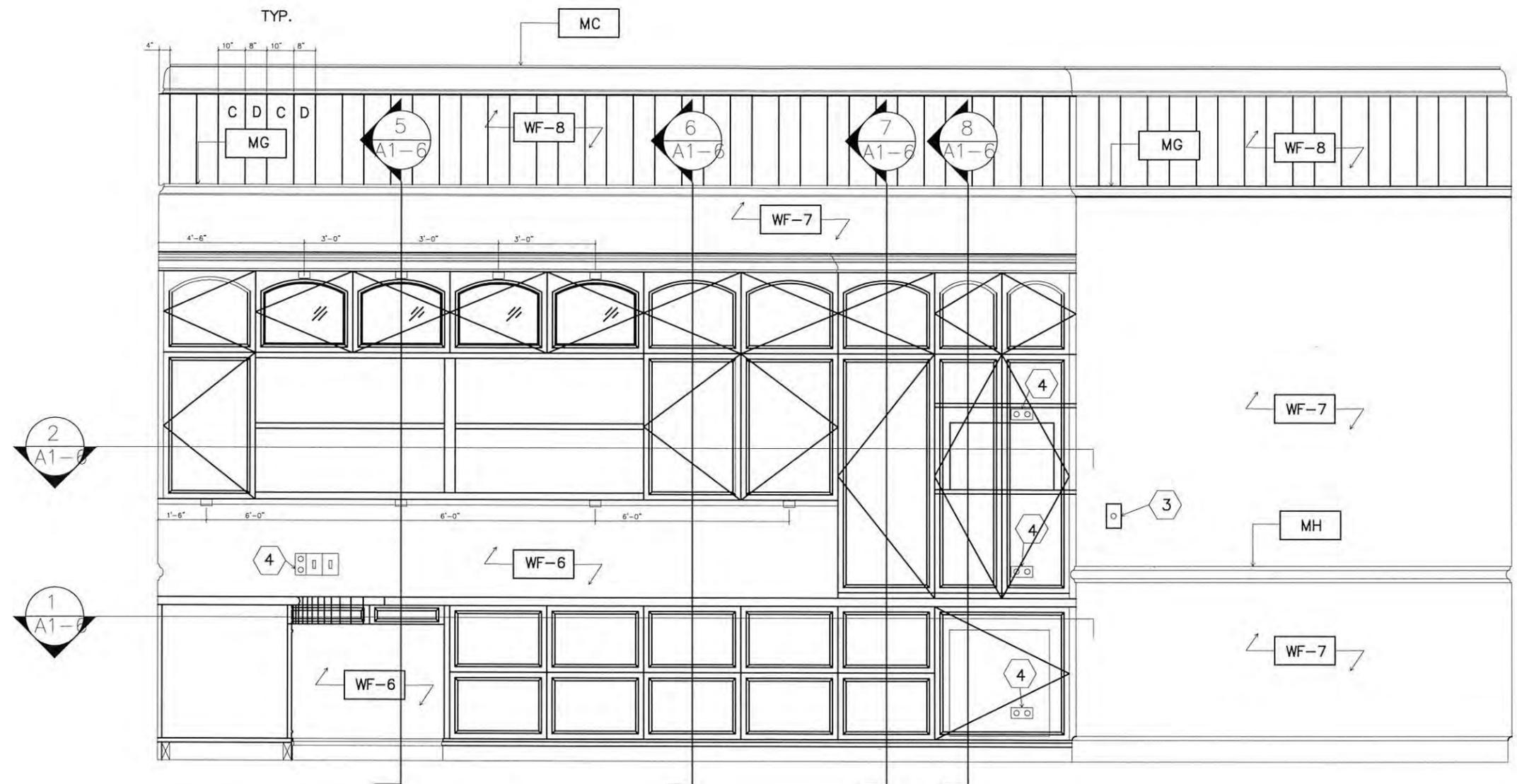
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A1-1

JUSTICE WALKER — EXISTING OFFICE ELEVATION

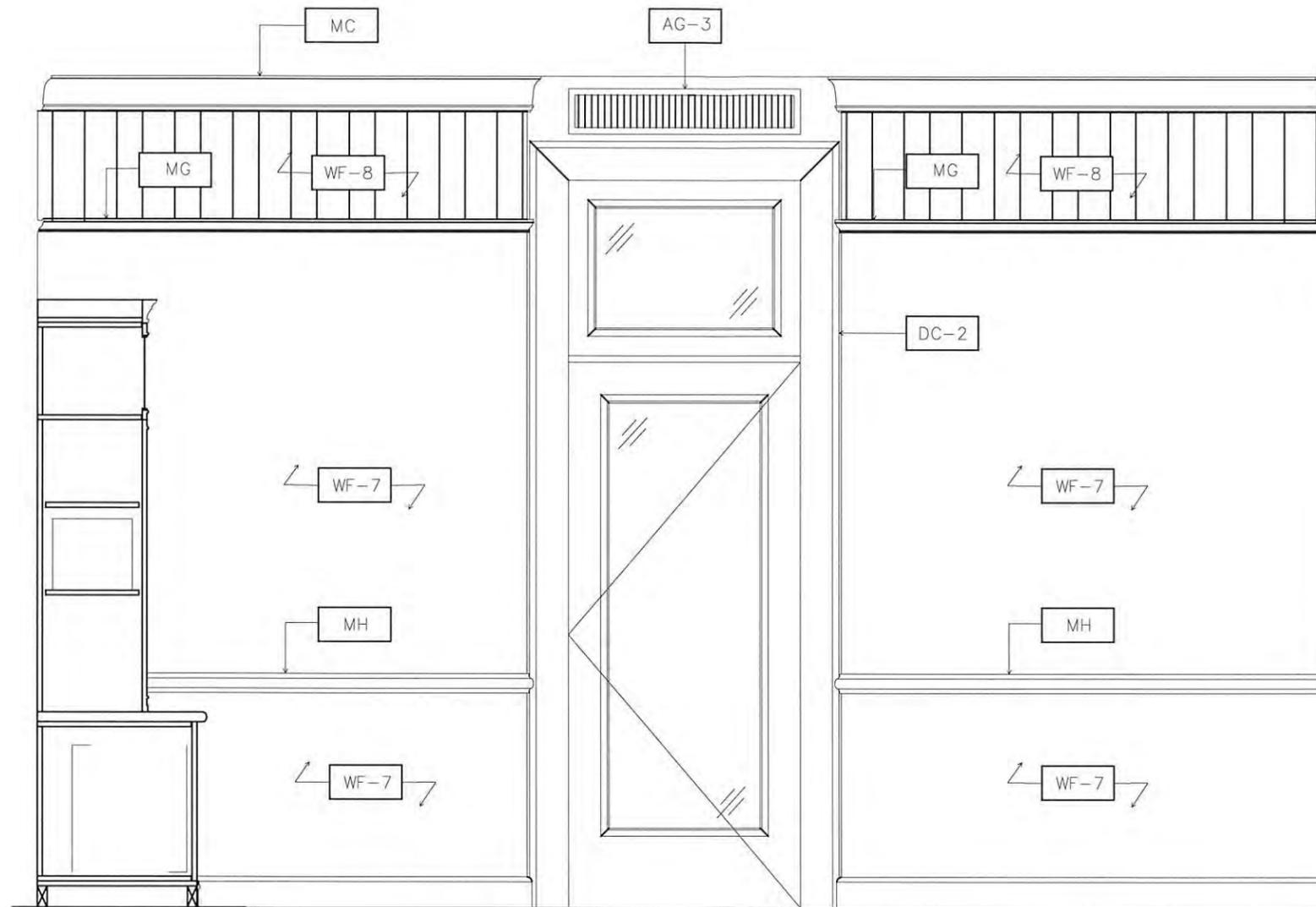
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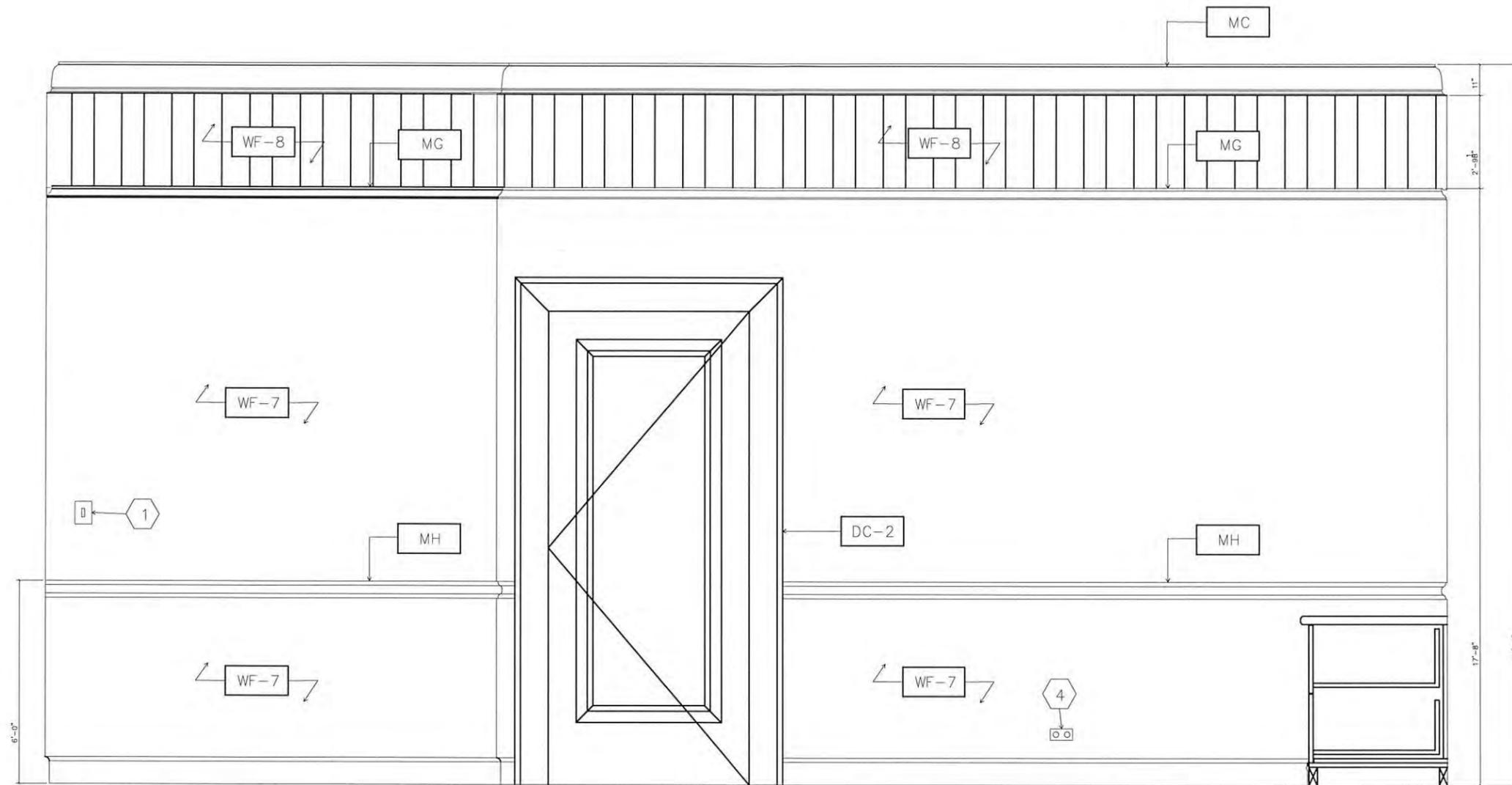
7 JUSTICE WALKER — EXISTING OFFICE ELEVATION  
 A1-1 SCALE: 1/2" = 1'-0"



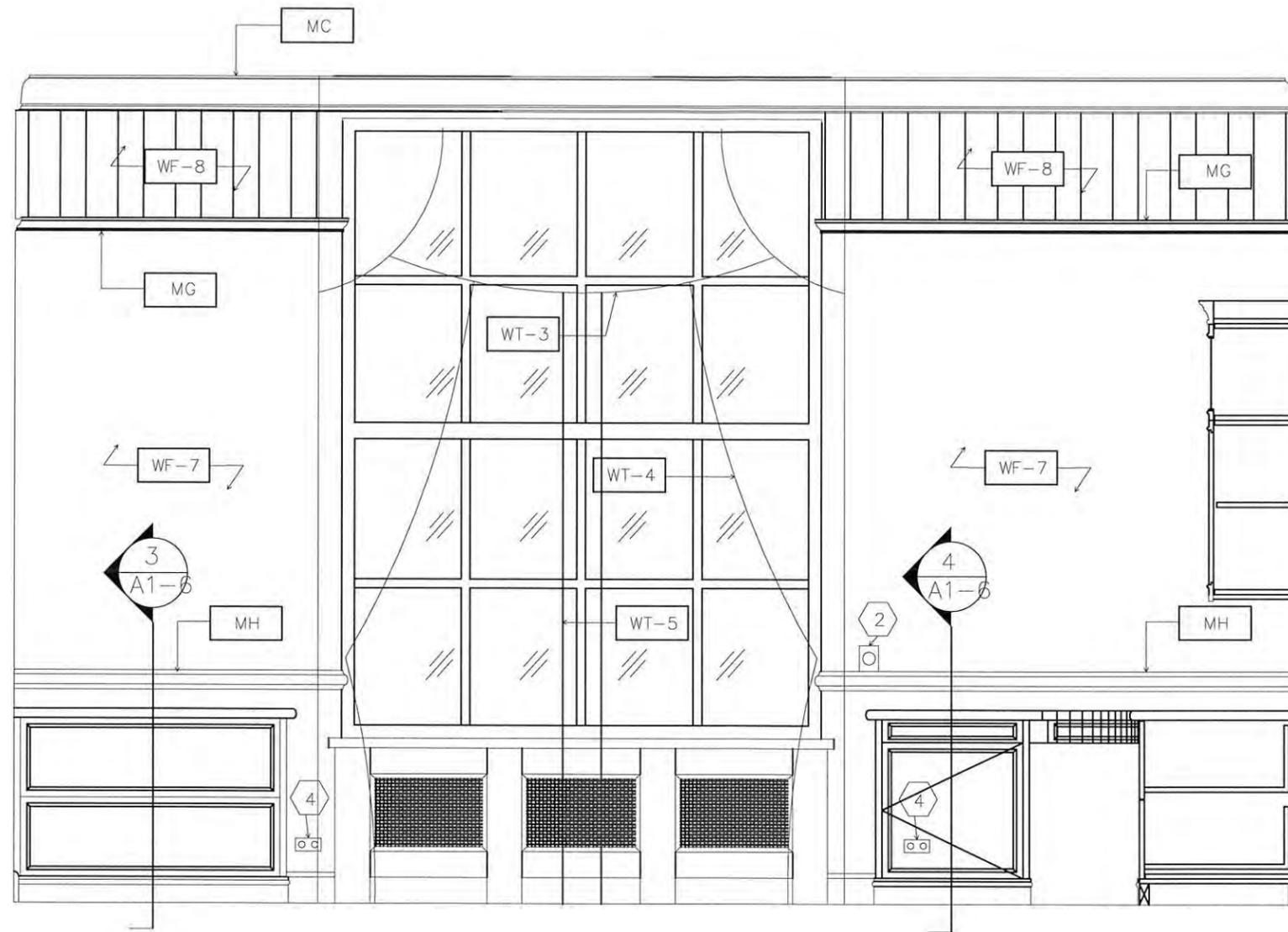
1 JUSTICE WALKER — EXISTING OFFICE ELEVATION  
 A1-2 SCALE: 1/2" = 1'-0"



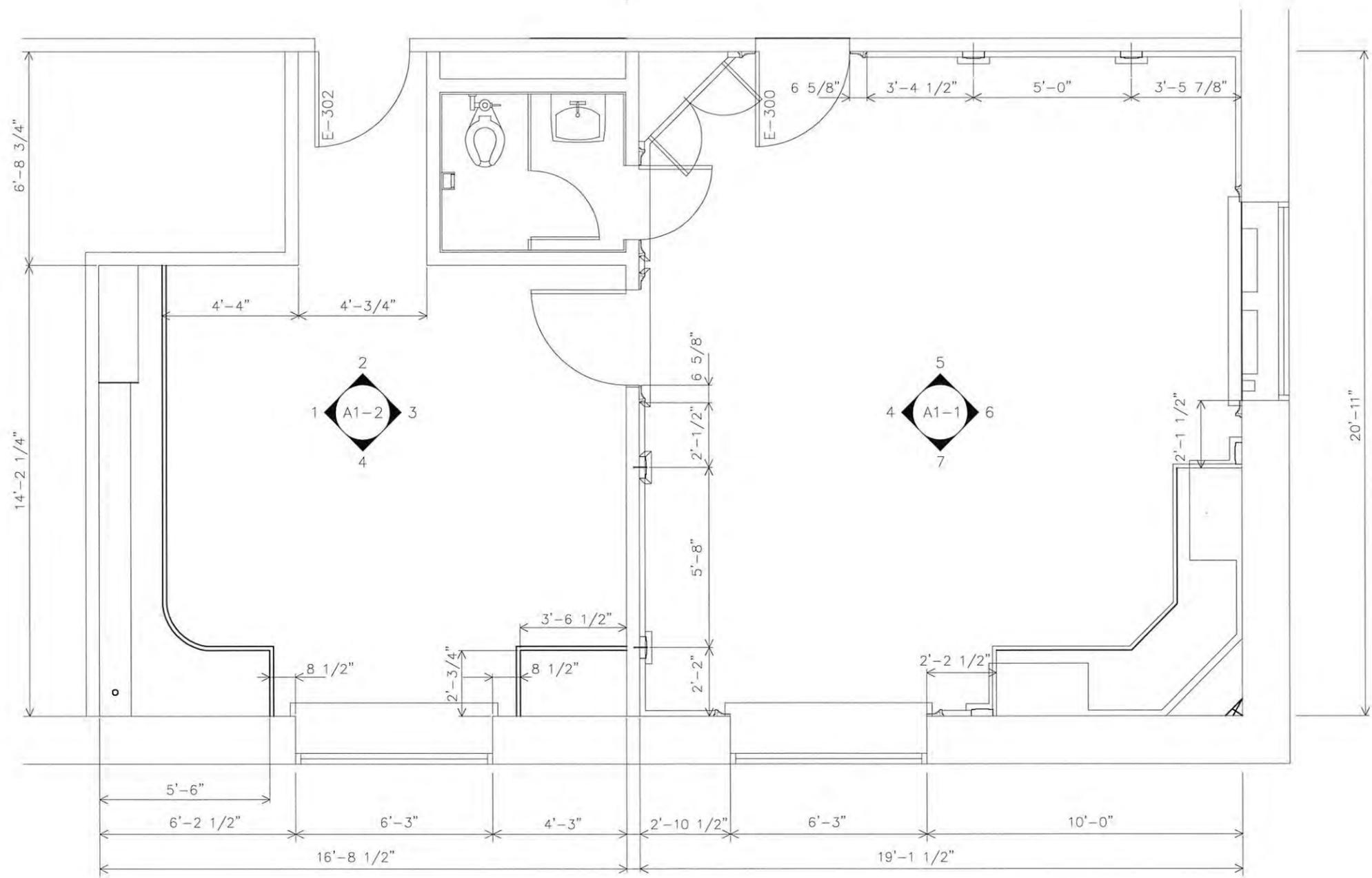
2
A1-2
 JUSTICE WALKER — EXISTING OFFICE ELEVATION  
 SCALE: 1/2" = 1'-0"



3 JUSTICE WALKER — EXISTING OFFICE ELEVATION  
A1-2 SCALE: 1/2" = 1'-0"



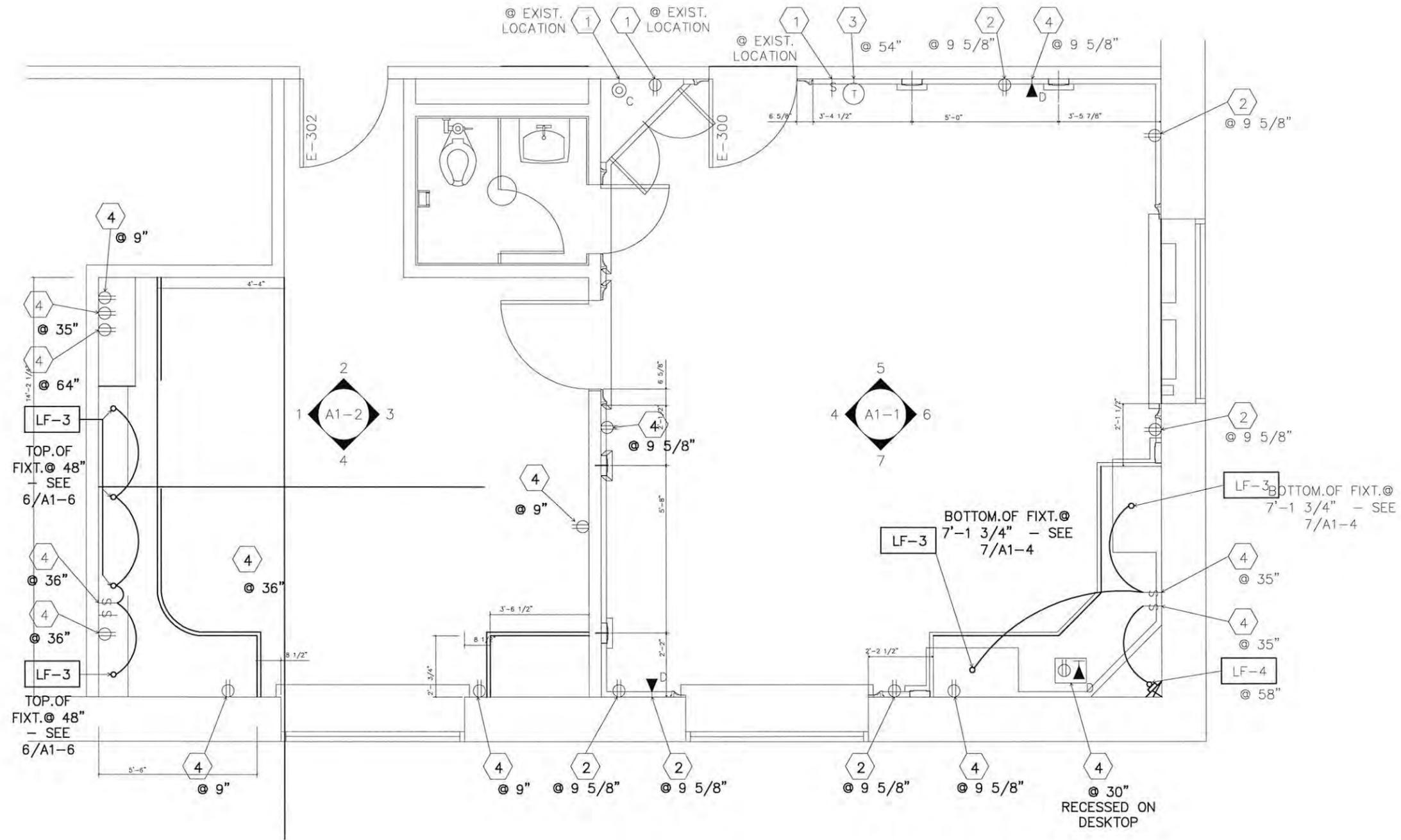
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A1-2 SCALE: 1/2" = 1'-0"



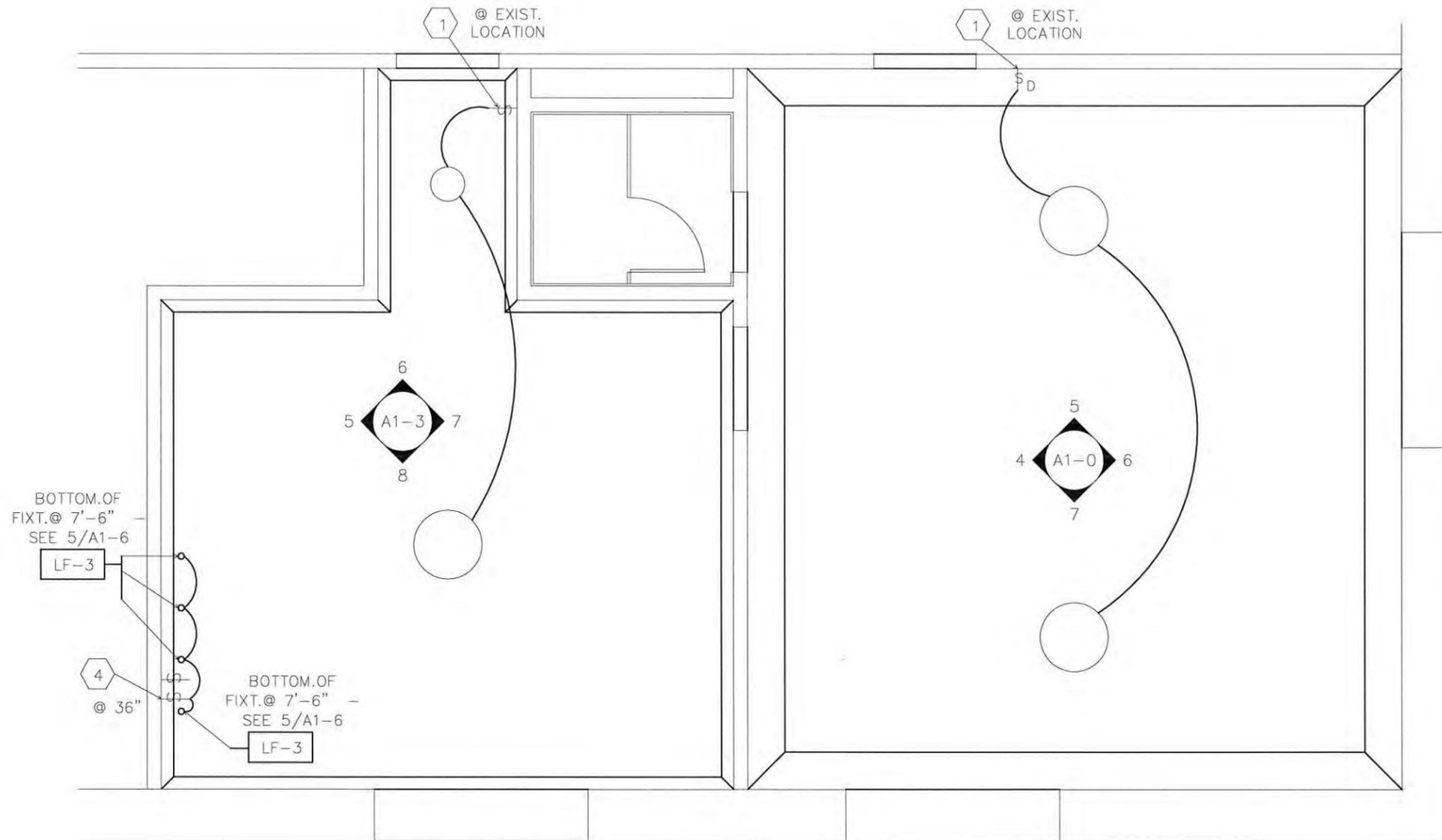
1  
A1-1

JUSTICE WALKER — OFFICE SUITE FLOOR PLAN

SCALE: 1/4" = 1'-0"



1 JUSTICE WALKER — OFFICE SUITE FLOOR PLAN  
 A1-1 SCALE: 1/4" = 1'-0"



2  
A1-1

JUSTICE WALKER — REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"

# INSPECTIONS

Cutting: Kim

Sewing: Vickie Plonagan

Inside Upholster: J. L. K.

Inspector: Jano

Outside Upholster: Chris

Inspector: A. H.

Brass Nailer: _____

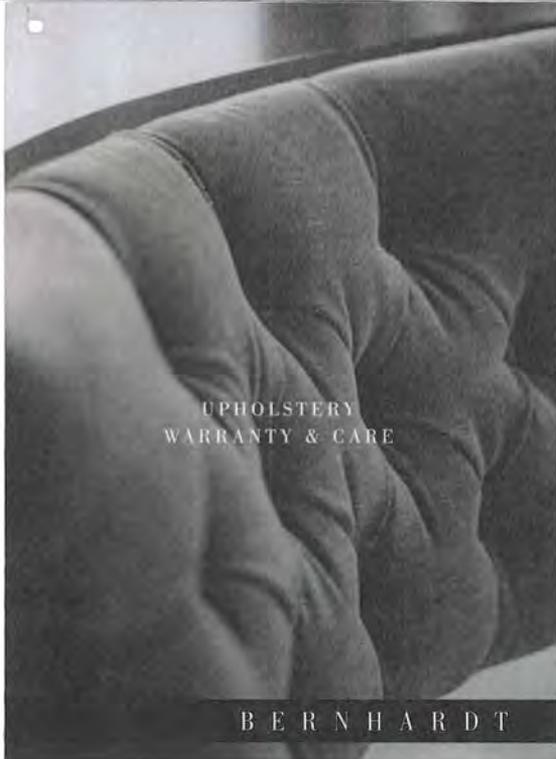
Final Inspector: Chris

BFC 181

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26 September 2018

Hon. John H. Shott  
Board of Managers  
West Virginia House of Delegates  
1900 Kanawha Boulevard, East  
Room M-418  
State Capitol Complex  
Charleston, WV 25305

**In re Impeachment of the Honorable Beth Walker**

Dear Mr. Shott:

Last year, at the invitation of Justice Beth Walker, I taught a judicial-writing seminar for the West Virginia Supreme Court, its law clerks, and its staff. Because I understand that questions have been raised about the seminar's content and purpose, I write to clarify.

I'm a lawyer and academician. I hold the position of Distinguished Research Professor of Law at Southern Methodist University, and in recent years I have also taught at the law schools of Texas, Berkeley, Texas Tech, and Texas A&M. Most of my teaching, however, is for practicing lawyers and judges. I also serve as style consultant to the U.S. Judicial Conference's Standing Committee on Rules of Practice and Procedure—meaning that for most of the past 25 years, I have had responsibility for revising the various sets of federal rules; several sets of those revisions have won awards for being written in plain English.

Since founding LawProse Inc. in 1990, I have taught more than 2,500 writing seminars in 48 states and on 5 continents. Since being retained in 1991 to teach Advanced Judicial Writing to all the appellate courts in Texas at five regional seminars, I have taught that same course to about half the state supreme courts (some repeatedly) and four federal circuit courts. I have also been on the faculty of the Federal Judicial Center, the Federal Judges Association, the Duke University LL.M. program, various ABA-sponsored judicial programs, and others—always on subjects related to judicial opinions.

My résumé (attached) may partly explain why I'm asked to teach these seminars: I've written more than 20 books dealing with the kinds of questions to which judicial writers must be sensitive. The overarching goal of my seminars is to help judges write about complicated legal problems as straightforwardly as possible. Our legal system functions better—and the quality of justice is higher—if judges explain their decisions

as much as possible in everyday language that ordinary people can understand. That's a tall order requiring both legal acumen and expository skill. It's very much the same effort that goes into first-rate legislation: making ideas as simple as possible without oversimplifying.

One difficulty in addressing an audience of lawyers or judges is that a teacher must have utter credibility in discussing jurisprudential questions, including the form and substance of judicial opinions. My own writing on the subject of judicial opinions is found primarily in these texts:

- *The Law of Judicial Precedent* (2016) (coauthored with 12 appellate judges, with a preface by Justice Stephen Breyer);
- *Advanced Judicial Writing* (2015);
- *Reading Law: The Interpretation of Legal Texts* (2012) (coauthored with Justice Antonin Scalia);
- *The Redbook: A Manual on Legal Style* (4th ed. 2018);
- *The Oxford Companion to the Supreme Court of the United States* (2d ed. 2005) (under "Opinions, Style of");
- *Garner on Language and Writing* (2009) (with a preface by Justice Ruth Bader Ginsburg); and
- *Ten Steps to Better Judicial Writing* (2014).

Over the years, I have traveled to West Virginia several times to teach bar groups. In my two days last year with the West Virginia Supreme Court, I was particularly impressed with Justice Walker, who arranged for my appearance. She struck me not only as a highly intelligent judge but also as a person of compassion, integrity, sincerity, and commitment. I hope that she will be able to continue serving the people of West Virginia. I have no doubt that her opinions will long be thought of by lawyers and judges alike as having great weight and clarity.

Sincerely,



Bryan A. Garner  
President of LawProse Inc.  
Editor in Chief, *Black's Law Dictionary*

Copies to: Hon. Beth Walker  
Michael Hissam, Esq.  
Marsha Kauffman, Esq.

# BRYAN A. GARNER

8133 Inwood Road  
Dallas, Texas 75209  
Tel.: (214) 691-8588 bgarner@lawprose.org

- Employment** President, LawProse Inc.; Dallas, Texas; Dec. 1990–present  
Speaker in more than 3,000 public & private CLE programs since January 1991;  
consultant on legal-writing & -drafting projects (briefs, corporate documents, etc.);  
frequent expert witness on legal linguistics  
Distinguished Research Professor of Law, Southern Methodist University  
(teaching since 1990, current title since 2009)  
Lecturer in Law, University of Texas School of Law, 2015–present  
Lecturer in Law, Texas Tech University School of Law, 2014, 2016  
Lecturer in Law, Texas A&M School of Law, 2017  
Visiting Associate Professor of Law, University of Texas at Austin, 1988–1990  
Associate at Carrington, Coleman, Sloman & Blumenthal, Dallas, 1985–1988;  
Hiring Committee, 1987–1988  
Law clerk to Judge Thomas M. Reavley, Fifth Circuit, 1984–1985
- Author** *Garner's Modern English Usage* (Oxford Univ. Press, 2016)  
*The Chicago Guide to Grammar, Usage, and Punctuation* (Univ. of Chicago Press, 2016)  
*Garner's Dictionary of Legal Usage* (Oxford Univ. Press, 3d ed. 2011; 2d ed. 1995; 1st ed. 1987)  
(foreword by Judge Thomas M. Reavley)  
*Nino and Me: My Unusual Friendship with Justice Antonin Scalia* (Simon & Schuster, 2018)  
*Making Your Case: The Art of Persuading Judges* (West, 2008) (coauthored with Justice Antonin Scalia)  
*Reading Law: The Interpretation of Legal Texts* (West, 2012) (coauthored with Justice Antonin Scalia)  
*The Law of Judicial Precedent* (Thomson Reuters, 2016) (coauthored with 12 appellate judges)  
(foreword by Justice Stephen Breyer)  
*Garner on Language and Writing* (ABA, 2009) (foreword by Justice Ruth Bader Ginsburg)  
*The Winning Brief* (Oxford Univ. Press, 3d ed. 2014; 2d ed. 2004; 1st ed. 1999)  
*The Winning Oral Argument* (West, 2009)  
*Legal Writing in Plain English* (Univ. of Chicago Press, 2d ed. 2013; 1st ed. 2001)  
*The Elements of Legal Style* (Oxford Univ. Press, 2d ed. 2002; 1st ed. 1991)  
(foreword by Charles Alan Wright)  
*The Redbook: A Manual on Legal Style* (West, 4th ed. 2018; 3d ed. 2013; 2d ed. 2006; 1st ed. 2002)  
*Guidelines for Drafting and Editing Legislation* (RosePen, 2016)  
(under the auspices of the Uniform Law Commission) (foreword by Judge Harriet Lansing)  
*Ethical Communications for Lawyers* (LawProse, 2009)  
*Securities Disclosure in Plain English* (CCH, 1999)  
*HBR Guide to Better Business Writing* (Harvard Business Review, 2013)  
*The Rules of Golf in Plain English* (Univ. of Chicago Press, 4th ed. 2016; 3d ed. 2013; 2d ed. 2008;  
1st ed. 2004) (coauthored with Jeffrey Kuhn)  
*Garner's Modern American Usage* (Oxford Univ. Press, 3d ed. 2009; 2d ed. 2003; 1st ed. 1998)  
(abridged as *The Oxford Dictionary of American Usage and Style* (2000))  
*Quack This Way: David Foster Wallace and Bryan A. Garner Talk Language and Writing*  
(RosePen, 2013)
- Chief Editor** *Black's Law Dictionary* (Thomson-Reuters & West, 10th ed. 2014; 9th ed. 2009; 8th ed. 2004;  
7th ed. 1999; and all pocket & abridged eds. since 1995)  
*A New Miscellany-at-Law*, by Sir Robert Megarry, retired Vice Chancellor of  
England & Wales (2005) (completed & edited the book for 96-year-old friend  
who could no longer read)  
*Texas, Our Texas: Remembrances of the University* (Eakin Press, 1984)
- Professional Activities** Drafting consultant to:  
• Standing Committee on Rules of Practice and Procedure, Judicial Conference of the United States (restyled amendments to federal rules, including complete rewrites of the Civil Rules, Appellate Rules, and Criminal Rules), 1992–1999, 2015–present  
• Judicial Conference of the United States (restyled the Rules for Judicial-Conduct and Judicial-Disability Proceedings), 2007–2008

**Professional  
Activities**

Drafting consultant to:

- United States Court of Appeals for the Tenth Circuit (restyled local rules), 1998
- United States Court of Appeals for the Eleventh Circuit (restyled criminal & civil jury instructions), 2008–2013
- Supreme Court of Delaware (restyled Delaware civil & criminal jury charges), 1996–2003
- Supreme Court of Texas (restyled Texas Rules of Appellate Procedure), 1995–1996
- California Judicial Council (restyled California Rules of Appellate Procedure and Judicial Council Rules), 1997–2000
- California State Bar Court (restyled procedural rules for lawyer discipline), 2009–2010
- California Political Reform Commission (revising the California Political Reform Act in plain English), 2016

Board of directors, Center for American and International Law (Plano, Texas), 2015–present

Board of directors, Texas Law Review Association, 2000–2009

Editorial advisory boards:

- *The Chicago Manual of Style* (15th ed. 2003—and author of chapter 5)
- *The Green Bag* (journal), 2004–present

Columnist, “Garner on Words,” *ABA Journal*, Aug. 2012–present

Founding editor, *The Scribes Journal of Legal Writing* (editor in chief, 1990–2000)

President, American Society of Legal Writers (Scribes), 1997–1999 (board member, 1991–present)

Life member, American Law Institute (member since 1992);

lead reviser, Special Committee on Bylaws and Council Rules, 1993–1994

Chair, Plain-Language Committee, State Bar of Texas, 1989–1995

Consultant to the Oxford Dictionary Department, Oxford, England, on various dictionaries including the *Oxford English Dictionary*, 1988–present

Life fellow, Texas Bar Foundation

Member, Philosophical Society of Texas, 1993–present (chair, Nonfiction Prize, 2016–present)

Visiting scholar: University of Salzburg, June 1995, July 1998; University of Glasgow, July 1996; University of Cambridge, Wolfson College, July 1997

**Awards**

2018 Albert Nelson Marquis Lifetime Achievement Award

2015 Exemplary Legal Writing Award, *Green Bag Almanac*, for *Black’s Law Dictionary* (10th ed.)

2015 Bernie Siegan Award, Federalist Society, San Diego Chapter

2011 Canyon High School Hall of Fame (Canyon, Texas)

2010 Burton Award: Legal-Writing and Reference-Book Author of the Decade (Washington, D.C., presented at the Library of Congress)

2010 Benjamin Franklin Book Award, Independent Book Publishers Association (for *Garner on Language and Writing*, 2009)

2009 Burton Award: Outstanding Book in Law (Washington, D.C.) (for *Making Your Case: The Art of Persuading Judges*, coauthored with Justice Antonin Scalia)

2005 Lifetime Achievement Award, Center for Plain Language (Washington, D.C.)

2000 Scribes Book Award for Research and Writing (for *Black’s Law Dictionary*, 7th ed.)

1998 Outstanding Young Texas Ex Award

1997 Clarity Award for Clear Legal Writing, State Bar of Michigan (for role as principal stylistic reviser of the Federal Rules of Appellate Procedure)

1994 Henry C. Lind Award, Association of Reporters of Judicial Decisions (for significant contributions to the improved reporting of American judicial decisions)

**Education**

B.A., 1980, University of Texas at Austin

Phi Beta Kappa; Special Honors in Plan II

J.D., 1984, University of Texas at Austin

*Texas Law Review*, associate editor, 1983–1984; Friar Society, Abbot, 1983–1984

Honorary degrees: LL.D., Stetson University College of Law, Gulfport, Florida, 2010

LL.D., Thomas M. Cooley Law School, Lansing, Michigan, 2000

LL.D., University of LaVerne, Ontario, California, 2007

**Clubs**

Century Association (N.Y.), Grolier (N.Y.), Johnsonians (N.Y.), Cosmos (Washington, D.C.)













