

EXHIBIT A

**CRFQ ADJ150000008**

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REPLACE ROOF AT  
WELCH NATIONAL GUARD ARMORY  
600 STEWART STREET, WELCH, WV

**BID FORM**

The undersigned, hereafter called the Bidder, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

BIDDERS COMPANY NAME: FAIRFAX, INC.

VENDOR ADDRESS: 114 COUNTY ROAD 3  
P.O. Box 400  
CHESAPEAKE, OHIO 45619-0400

TELEPHONE: 740-867-2727

FAX NUMBER: 740-867-2727

E-MAIL ADDRESS: FAIRFAXINC@AOL.COM

WV CONTRACTOR'S LICENSE NO. WV009334

05/19/15 09:37:58  
WV Purchasing Division  
Fax (error) KJD

**CONTRACT OVERALL TOTAL COST:**

TWO HUNDRED NINETY SEVEN THOUSAND THREE HUNDRED DOLLARS AND ZERO CENTS  
(\$ 297,300.00 ) \*\*\* (Contract bid to be written in words and numbers.)

**MASONRY REPAIR/REPLACEMENT PRICE PER SQUARE FOOT INSTALLED (If needed to replace due to damage):**

TWENTY FIVE DOLLARS & 00/100  
(\$ 25.00 per sq/ft installed) \*\*\* (Unit cost to be written in words and numbers.)

The contract will be awarded to the Bidder with the lowest contract overall total cost meeting all of the specifications. Bidder understands that to the extent allowed by the West Virginia Code, the OWNER reserves the right to waive any informality or irregularity in any bid, or bids, and to reject any and all bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the bidding documents; to reject any conditions of the bid by the Bidder that is any way inconsistent with the requirements, terms, and conditions of the bidding documents; or to reject a bid that is in any way incomplete or irregular.

Failure to use this bid form may result in bid disqualification.

SIGNATURE: R. Doak Russell

DATE: MAY 13, 2015

NAME: R. DOAK RUSSELL  
(Please Print)

TITLE: PRESIDENT

RFQ No. ADJ1500000008

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Fairfax, Inc.

Authorized Signature: R. Doak Russell - PRESIDENT Date: May 13, 2015  
R. DOAK RUSSELL

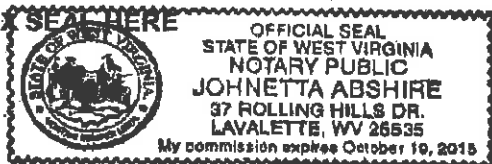
State of West Virginia

County of Cabell to-wit:

Taken, subscribed, and sworn to before me this 13 day of May, 2015.

My Commission expires Oct 10, 2015

AFFIX SEAL HERE



NOTARY PUBLIC

*[Handwritten Signature]*  
Purchasing Affidavit (Revised 07/01/2012)

Agency  
REQ.P.O# ADJ150000008

**BID BOND**

**BOND #1000997928-04**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, FAIRFAX, INC.  
of P O BOX 400, CHESAPEAKE, OH 45619, as Principal, and AMERICAN CONTRACTORS  
INDEMNITY CO OF LOS ANGELES, CA, a corporation organized and existing under the laws of the State of CALIFORNIA with its principal office in the City of LOS ANGELES, as Surety, are held and firmly bound unto the State of West Virginia, as Oblige, in the penal sum of SEVENTEEN FIVE (\$ 17,500.00) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for REPAIR/REPLACE ROOF WELCH NATIONAL GUARD ARMORY, 600 STEWART ST, WELCH, WV 25701  
**THE LANGUAGE OF THE CONTRACT NOTWITHSTANDING, IT IS UNDERSTOOD AND AGREED THAT SURETY HAS NO WARRANTY RESPONSIBILITY BEYOND TWO (2) YEARS FROM COMPLETION OF THE WORK BY THE PRINCIPAL ON THIS BOND**

**NOW THEREFORE,**

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and Surety, or by Principal individually if Principal is an Individual, this 13TH day of MAY, 2015

Principal Seal

FAIRFAX, INC.  
(Name of Principal)  
By R. Doak Russell  
(Must be President, Vice President, or Duly Authorized Agent)

R. DOAK RUSSELL, PRESIDENT  
(Title)

Surety Seal

AMERICAN CONTRACTORS INDEMNITY COMPANY  
(Name of Surety)

Brenda G. Poff  
Attorney-in-Fact  
**BRENDA G. POFF**

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.**

# ASSOCIATION OF POWER CONTRACTORS

AMERICAN CONTRACTORS INDEMNITY COMPANY, UNITED STATES SURETY COMPANY, U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, That American Contractors Indemnity Company, a California corporation, Maryland and Florida in the Specialty Insurance Company, a Texas corporation, United States Surety Company, a Texas corporation, and U.S. Specialty Insurance Company, a Texas corporation, have agreed to provide the following:

Charles W. Manning or Brenda C. Poff of Huntington Beach, California

As and his/her Attorney(s) in fact, each in their separate capacity, have been duly named above with full power and authority to execute this name, date and deed to this agreement, to know and understand the contents and conditions hereof, and to execute the same in full force and effect.

Power of Attorney shall expire without further action on November 30, 2015. Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company:

It is resolved that the President, any Vice President, any Assistant Vice President, and Secretary or any American Association shall be and is hereby vested with full power and authority to execute and deliver any suitable portions as aforesaid in and to the best and profit and interest of the Company, subject to the following conditions:

RECEIVED TIME: MAY. 19. 9:33AM

\* \* \* ERROR REPORT ( MAY. 19. 2015 9:36AM ) \* \* \*

FAX HEADER 1: WV DIV OF PURCH  
FAX HEADER 2: 3045583970

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M : MEMORY TX  
S : STANDARD  
U : SUPER FINE  
\* : LAN-FAXC : CONFIDENTIAL  
L : SEND LATER  
D : DETAIL  
X : EXTRA SUPER FINE  
+ : ROUTING\$ : TRANSFER  
@ : FORWARDING  
F : FINE  
b : COLOR  
Q : RECEPT. NOTICE REQ.P : POLLING  
E : ECM  
O : 300dpi  
I\$ : REMOTE TRANSFER  
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WV Purchasing Division