The following documentation is an electronically-submitted vendor response to an advertised solicitation from the West Virginia Purchasing Bulletin within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia’s procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.
**Proc Folder**: 275804  
**Solicitation Description**: Addendum 2; Edray Fish Hatchery/Roof Replacement Project  
**Proc Type**: Central Purchase Order

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**VENDOR**

000000189279  
FPS BUILDING & DEVELOPMENT INC

**Solicitation Number**: CRFQ 0310 DNR1700000029

**Total Bid**: $69,111.00  
**Response Date**: 2017-01-24  
**Response Time**: 09:27:48

**Comments**:  
FOR INFORMATION CONTACT THE BUYER  
Jessica S Chambers  
(304) 558-0246  
jessica.s.chambers@wv.gov

**Signature on File**  
**FEIN #**  
**DATE**

All offers subject to all terms and conditions contained in this solicitation
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<tr>
<th>Line</th>
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Extended Description: Roofing Service
State of West Virginia
Request for Quotation
09 — Construction

Proc Folder: 275804
Doc Description: Edgar Fish Hatchery/Roof Replacement (5) Buildings Project
Proc Type: Central Purchase Order

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BID RECEIVING LOCATION
BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR
Vendor Name, Address and Telephone Number:

FPS Building & Development, Inc.
1065 Ritter Drive
Beaver, WV 25813
304-763-7911

FOR INFORMATION CONTACT THE BUYER
Jessica S Chambers
(304) 558-0246
jessica.s.chambers@wv.gov

Signature X
FEIN #: 455228546
DATE 1/23/17

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

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish a one-time construction contract for the replacement of five (5) separate roofs at the Edray State Fish Hatchery, near Marlinton, WV, per the bid requirements, specifications and terms and conditions as attached to this solicitation.

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Extended Description:
Roofing Service

Total bid price:

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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions
ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: FPS Building Development, Inc
Contractor's License No.: WV-049898

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of an Award Document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

2.1. DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over $25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of $25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

Revised 11/30/2016
(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
(3) The average number of employees in connection with the construction on the public improvement;
(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.
Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is $100,000 or less or temporary or emergency repairs.

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS: In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

Revised 11/30/2016
The following terms used in this section have the meaning shown below.

(1) The term “construction project” means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than $500,000. The term “construction project” does not include temporary or emergency repairs;

(2) The term “employee” means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry. The term “employee” does not include: (i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs; (ii) Bona fide independent contractors; or (iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term “employer” means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term “local labor market” means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term “public improvement” includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-i, the apparent low bidder on a contract valued at more than $250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than $25,000.00 of work on the project including labor and materials. If no subcontractors who will perform more than $25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

a. Required Information. The subcontractor list shall contain the following information:

i. Bidder’s name

ii. Name of each subcontractor performing more than $25,000 of work on the project.
iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

iv. If applicable, a notation that no subcontractor will be used to perform more than $25,000.00 of work.

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

c. Submission of Subcontractor List for Solicitations with Additions/Alternates: If the solicitation contains potential additions or alternates that will be selected by the Agency after bid opening and prior to contract award, all bidders must submit the subcontractor list to the Purchasing Division within one business day of the opening of bids for review. A bidder's failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bidder's bid.

d. Substitution of Subcontractor. Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.
Bidder's Name: EPS Building & Development, Inc

☑ Check this box if no subcontractors will perform more than $25,000.00 of work to complete the project.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>License Number if Required by W. Va. Code § 21-11-1 et. seq.</th>
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Attach additional pages if necessary

Revised 11/30/2016
DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)
Joshua Canady
President

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

Certification and Signature: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor’s behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

FPS Building + Development, Inc
(Company)

(Authorized Signature) (Representative Name, Title)
Joshua Canady
President

(Printed Name and Title of Authorized Representative)

(Date)
1/23/17

(Phone Number) (Fax Number)

Revised 11/30/2016
ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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

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

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

☐ Addendum No. 1  ☐ Addendum No. 6
☐ Addendum No. 2  ☐ Addendum No. 7
☐ Addendum No. 3  ☐ Addendum No. 8
☐ Addendum No. 4  ☐ Addendum No. 9
☐ Addendum No. 5  ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

[Signature]
Company

[Signature]
Authorized Signature

Date

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

Revised 11/30/2016
REQUEST FOR QUOTATION
Edray State Fish Hatchery
Roof Replacement Project

GENERAL CONSTRUCTION SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Division of Natural Resources to establish a contract for the replacement of five (5) separate roofs at the Edray State Fish Hatchery, near Marlinton, WV. Note that two of the roofs have asbestos shingles, and the remaining three have some asbestos containing materials on the roof. The inspection report is attached. The owner will have the asbestos removed by an asbestos abatement contractor. The vendor will coordinate all work to remove the remaining existing roofing materials and replace the roof on each structure as described in the specifications with asphalt shingles.

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification’s Manual as defined below.

2.1 “Construction Services” means replacement of five, (5) building roofs at the Edray State Fish Hatchery as more fully described in these specifications and the Specifications/Project Manual.

2.2 “Pricing Page” means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 “Specifications/Project Manual” means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents (“AIA documents”) attached thereto.

3. ORDER OF PRECEDENCE: This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.

4. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. Experience: Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least four projects that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor’s past experience.
projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.

5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

6. **SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.

7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

8. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

Vendors may obtain complete sets of the plans and specifications of the Bidding Documents by contacting:

**WVDNR**
Attn: Sherri Goff  
324 4th Ave  
South Charleston, WV 25303  
304 558–2764  
Or via email at sherri.l.goff@wv.gov  
Cost of Plans: $0

*Plans and Specifications may be examined at the following locations:*

**Contractors Association of West Virginia**
2114 Kanawha Boulevard East  
Charleston, West Virginia 25311  
Phone: 304-342-1166  
Fax: 304-342-1074
8.1 Vendors shall use complete sets of Bidding Documents in preparing Bids: neither the
Owner nor Architect assumes responsibility for errors or misinterpretations resulting
from the use of incomplete sets of Bidding Documents.

8.2 The Owner and Architect make copies of the Bidding Documents available on the above
terms for the purpose of obtaining Bids on the Work. No license or grant of use is
conferred by issuance of copies of the Bidding Documents.

8.3 The agency is not permitted to discuss this solicitation with vendors. All communication
regarding the solicitation must be directed to the Purchasing Division until an award has
been made.

9. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the
official question and answer period described in the INSTRUCTIONS TO VENDORS

10. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or
keys to gain entrance to Agency’s facilities. In the event that access cards and/or keys are
required:

Revised 6/23/2016
10.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

10.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

10.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

10.4 Anyone performing under this Contract will be subject to Agency’s security protocol and procedures.

10.5 Vendor shall inform all staff of Agency’s security protocol and procedures.

11. MISCELLANEOUS:

11.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor’s responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Joshua Conway

Telephone Number: 304-222-3831

Fax Number: 888-753-4546

Email Address: fpsbd.wv@gmail.com
EDRAY STATE FISH HATCHERY
ROOF REPLACEMENTS

DATE: 01-23-17

NAME OF VENDOR: FPS Building + Development, Inc

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

BASE BID:

For the sum of: Sixty-nine thousand one hundred eleven dollars

($69,111.00 dollars)

(Show amount in both words and numbers)
State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor’s bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.

Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor’s license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

Errors that May Be Reason for Bid Disqualification

Before Contract Award

1. Uncontested debt to the State exceeding $1,000.00 (must be cured prior to award)
2. Workers’ Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).
Bid Bond No. 71867301

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, FPS Building & Development, Inc., of 1065 Ritter Drive, Beaver, WV 25813, as Principal, and Western Surety Company of 101 S. Reid St., Ste 300, Sioux Falls, SD, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Thirty Five Hundred ($3,500.00) 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 Roof Replacement, Edray Building, DNRI70000000029

NOW THEREFORE,

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

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

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 20 day of January, 2017.

Principal Seal

(FPS Building & Development, Inc.)

By ____________________________

(Must be President, Vice President, or Duty Authorized Agent)

President

(Title)

Western Surety Company

(Name of Surety)

Attorney-in-Fact

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.
Western Surety Company
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:


Jessica N. Griffin of Charlotte State of North Carolina, with limited authority, its true and lawful Attorney-in-Fact, will full power and authority hereby conferred to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One BID

bond with bond number 71867301

for FPS Building & Development, Inc.
as Principal in the penalty amount not to exceed: $3,500.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 20th day of January 2017.

ATTEST
A. Vietor, Assistant Secretary

WESTERN SURETY COMPANY
By Paul T. Bruflat, Vice President

STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA

ss

On this 20th day of January 2017, before me, a Notary Public, personally appeared
Paul T. Bruflat and A. Vietor who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

J. Mohr Notary Public
My Commission Expires June 23, 2021

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.
STATE OF WEST VIRGINIA,
COUNTY OF Raleigh, TO-WIT:

I, Joshua Caraway, after being first duly sworn, depose and state as follows:

1. I am an employee of FPS Building & Development, Inc.; and,
   (Company Name)

2. I do hereby attest that FPS Building & Development, Inc.
   (Company Name)

   maintains a written plan for a drug-free workplace policy and that such plan and
   policy are in compliance with West Virginia Code §21-1D.

The above statements are sworn to under the penalty of perjury.

Printed Name: Joshua Caraway
Signature: __________________________
Title: President
Company Name: FPS Building & Development, Inc.
Date: 1/23/17

Taken, subscribed and sworn to before me this 23rd day of January, 2017.

By Commission expires May 07, 2021

Official Seal
Notary Public
STATE OF WEST VIRGINIA
David M. Imman
PO Box 1194
Beaver, WV 25913
My Commission Expires May 07, 2021

This affidavit must be submitted with the bid in order to comply
with WV code provisions. Failure to include the affidavit with the
bid shall result in disqualification of the bid.
STATE OF WEST VIRGINIA 
Purchasing Division 

PURCHASING AFFIDAVIT 

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

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed 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: FPS Building Development, Inc. 
Authorized Signature: [Signature] Date: 1/23/17 
State of WV 
County of Raleigh, to wit: 
Taken, subscribed, and sworn to before me this 23rd day of January, 2017 

AFFIX SEAL HERE 

NOTARY PUBLIC 

Purchasing Affidavit (Revised 08/01/2015)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRMS 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).

CERTIFICATE HOLDER

Division of Natural Resources

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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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS 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.

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PRODUCER
Shelton Insurance
1136 Ritter Drive
PO Box 745
Daniels
WV 25832

INSURED
FPS Building & Development, Inc
1065 Ritter Dr
Beaver
WV 25813-

INSURER(S) AFFORDING COVERAGE
INSURER A: Ohio Casualty Group
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Per occurrence)</td>
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<tr>
<td></td>
<td>MED EXP (Any one person)</td>
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<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
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<td></td>
<td>GENERAL AGGREGATE</td>
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<td>PRODUCTS - COMPO SL AGG</td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>BODILY INJURY (Per person)</td>
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<td></td>
<td>BODILY INJURY (Per accident)</td>
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<tr>
<td></td>
<td>PROPERTY DAMAGE (Per accident)</td>
</tr>
<tr>
<td>UMBRELLA LIABILITY</td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td>AGGREGATE</td>
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<tr>
<td>WORKERS COMPENSATION</td>
<td>PER STATUTE</td>
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<tr>
<td>AND EMPLOYERS' LIABILITY</td>
<td>OTHER</td>
</tr>
</tbody>
</table>

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

CERTIFICATE HOLDER
Division of Natural Resources

CANCELLATION
No holders

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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CONTRACTOR LICENSE
Authorized by the
West Virginia Contractor Licensing Board

Number: \text{wv049898}

Classification:
GENERAL BUILDING
GENERAL ENGINEERING

FPS BUILDING & DEVELOPMENT INC
DBA FPS BUILDING & DEVELOPMENT INC
PO BOX 97
PROSPERITY, WV 25909

Date Issued \quad Expiration Date
AUGUST 30, 2016 \quad AUGUST 30, 2017

Authorized Company Signature

Chair, West Virginia Contractor Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.
WEST VIRGINIA
STATE TAX DEPARTMENT

BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:
FPS BUILDING & DEVELOPMENT, INC.
1065 RIVER ROAD DRIVE
BEAVER, WV 25813-0000

BUSINESS REGISTRATION ACCOUNT NUMBER: 2270-2968

This certificate is issued on: 05/09/2014

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

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

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

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

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

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