



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.

Header 1

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 572711

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0314

Vendor ID: 000000227155

SO Doc ID: HST1900000002

Legal Name: VERITAS CONTRACTING LLC

Published Date: 5/14/19

Alias/DBA:

Close Date: 5/21/19

Total Bid: \$477,804.00

Close Time: 13:30

Response Date: 05/21/2019

Status: Closed

Response Time: 13:22

Solicitation Description: Addendum 4 - Training Center Construction

Total of Header Attachments: 1

Total of All Attachments: 1

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	New industrial building and warehouse construction services				\$477,804.00

Comm Code	Manufacturer	Specification	Model #
72121008			

Extended Description :	New industrial building and warehouse construction services

Exhibit A Pricing Page

Name of Bidder:

Veritas Contracting LLC

The Bidder, 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 (all inclusive lump sum bid for all Contract Services):

\$ 477,804.00 (Commodity Line 1)

Four hundred seventy seven thousand eight hundred four dollars

(Show amount in both words and numbers)

SCHEDULE OF ADDITIVE ALTERNATES

There are 4 Additive alternates. Additive alternates presented below are to be taken in the order presented. See Section 01 2300 Alternates for complete description.

A. Alternate No. 001: GENERATOR: See Section 01 2300 Alternates for complete description.

1. Twenty four thousand nine hundred seventy five Dollars (\$ 24,975.00).

Provide price in words and numbers:

2. ADD X DEDUCT NO CHANGE calendar days to adjust the Contract Time for this alternate. 7 days

B. Alternate No. 002: NORTH PARKING LOT : See Section 01 2300 Alternates for complete description.

1. Sixty Three thousand two hundred ninety eight Dollars (\$ 63,298.00).

Provide price in words and numbers:

2. ADD X DEDUCT NO CHANGE calendar days to adjust the Contract Time for this alternate. 7 days

C. Alternate No. 003: SOUTH PARKING LOT : See Section 01 2300 Alternates for complete description.

1. One hundred eight thousand three hundred seventy four Dollars (\$ 108,374.00).

Provide price in words and numbers:

2. ADD X DEDUCT NO CHANGE calendar days to adjust the Contract Time
for this alternate. 10 days

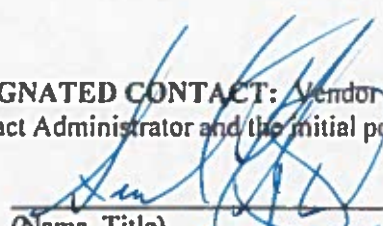
D. Alternate No. 004: NORTH PARKING LOT & Right of Way: See Section 01 2300 Alternates for complete description.

1. Eleven thousand three hundred ten dollars Dollars (\$ 11,310.00).

Provide price in words and numbers:

2. ADD DEDUCT NO CHANGE calendar days to adjust the Contract Time
for this alternate. 7 days

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)



(Printed Name and Title)
Samuel O. Proctor, Member

(Address)
246 Business Park Dr. Fairmont, WV 26554

(Phone Number) / (Fax Number)
304-598-2285/304-363-8090

(email address)
sproctor@veritaswv.com

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.



Veritas Contracting, LLC
(Company)



(Authorized Signature) (Representative Name, Title)

Samuel O Proctor, Member
(Printed Name and Title of Authorized Representative)

5-15-19
(Date)

304-598-2285/304-363-8090
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: HST1900000002

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input checked="" type="checkbox"/> Addendum No. 1 ^p | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 ^p | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 ^p | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 ^p | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> 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.

Veritas Contracting, LLC

Company

Authorized Signature

5/15/19

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Veritas Contracting LLC Address: 246 Business Park Dr
Fairmont, WV 26554

Name of Authorized Agent: Samuel O. Proctor Address: 246 Business Park Dr. Fairmont

Contract Number: 572711 Contract Description: Training Center Construction

Governmental agency awarding contract: State of West Virginia Purchasing Division

☒ Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

☐ Check here if none, otherwise list entity/individual names below.

See Subcontractor List

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

☐ Check here if none, otherwise list entity/individual names below.

Kevin Rogers
Samuel Proctor

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

☒ Check here if none, otherwise list entity/individual names below.


Signature: [Signature]

Date Signed: 5-15-19

Notary Verification

State of West Virginia, County of Marion;

I, Samuel O. Proctor, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Notary Seal: 
Notary Public, State Of West Virginia
Anthony Sizemore
Veritas Contracting LLC
387 Laurel Street, Morgantown, WV 26505
My Commission Expires January 09, 2023

Taken, signed, and subscribed before me this 15th day of May, 2019.

[Signature]

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

Revised June 8, 2018

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with *West Virginia Code* § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

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

Contract Identification:Contract Number: 572711Contract Purpose: Training Center ConstructionAgency Requesting Work: State of West Virginia Procurement Division

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☒ Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided; See Attached Policy
- ☒ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests; E-Screen
- ☒ Average number of employees in connection with the construction on the public improvement; 6
- ☒ 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 Contact Information:Vendor Name: Veritas Contracting LLCVendor Telephone: 304-598-2285Vendor Address: 246 Business Park
Fairmont, WV 26554Vendor Fax: 304-363-8090Vendor E-Mail: sproctor@veritaswv.com



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

STATE OF WEST VIRGINIA,

COUNTY OF Marion, TO-WIT:

I, Samuel O Proctor, after being first duly sworn, depose and state as follows:

1. I am an employee of Veritas Contracting; and,
(Company Name)
2. I do hereby attest that Veritas Contracting
(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: Samuel O Proctor

Signature: 

Title: Member


Company Name: Veritas Contracting LLC

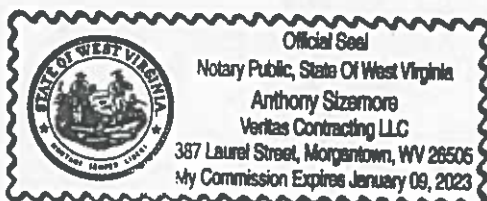
Date: 5-15-19

Taken, subscribed and sworn to before me this 15 day of May, 2019.

By Commission expires 1-9-23

(Seal)


(Notary Public)



Drug Test Results (1/1/18-Present)		
Veritas Contracting, LLC		
	Positive	Negative
Pre-employment	1	22
Reasonable Suspicion	0	0
Post-Accident	0	0
Random	1	5

Section 8: Special Emphasis Programs

A. Drug-Free & Alcohol-Free Workplace Policy

Purpose

The Company values its employees and recognizes their need for a safe and healthy work environment. Furthermore, employees abusing drugs and alcohol are less productive and are often a risk to the safety, security and productivity of our company. The establishment of a Substance-Abuse Policy is consistent with the company's desired culture and is in the best interest of the company.

Policy

It is the policy of the company to maintain a workplace free from the use and abuse of drugs and alcohol. Compliance with this policy is a condition of continued employment. It supersedes any other company policy or practice on this subject. At any time, the company may unilaterally, at its discretion, amend, supplement, modify, or change any part of this policy. The policy does not represent an expressed or implied contract, and it does not affect your status as an at-will employee. If you have any questions about this policy, please direct them to Human Resources.

To maintain a Drug and Alcohol-Free Workplace, the company has established the following policy effective 02/01/2014 with regard to the use, possession, and sale of drugs and alcohol. Drug and alcohol testing practices will be adopted to identify employees or applicants using drugs and/or alcohol.

Drug and Alcohol Prohibitions

"Illegal Drug" means: any drug (1) which is not legally obtainable, or (2) which is legally obtainable but has not been legally obtained, or (3) which is a controlled substance. The term includes prescribed drugs not legally obtained and prescribed drugs not being used for prescribed purposes.

1. Any employee involved in any of the following activities, whether or not on company business, premises or property, is in violation of the company policy and subject to disciplinary action:
 - a. bringing illegal drugs and/or alcohol onto company premises, property or job site, including the company owned or leased vehicles, or a customer's premises;
 - b. having possession of, being under the influence of, or having in one's system illegal drugs and/or alcohol; or
 - c. using, consuming, transforming, distributing or attempting to distribute, manufacturing or dispensing illegal drugs and/or alcohol; or
 - d. switching, tampering with, altering or adulterating any specimen or sample collected under this policy or attempting to do so.
2. In addition, the company strictly prohibits the abuse of alcohol or prescription drugs.
3. Any employee refusing to cooperate with or submit to questioning, medical or physical tests or examinations, when requested or conducted by the company or its designee, is in violation of the company policy and subject to disciplinary action.

Drug and Alcohol Testing

The company asserts its legal right and prerogative to test any employee for drug and/or alcohol abuse. Employees may be asked to submit to a medical examination and/or submit to urine, saliva, breath, sweat, and/or hair testing for drugs or alcohol. Any information obtained through such examinations may be retained by the company and is the property of the company.

In particular, the company reserves the right, in its discretion and within the limits of federal and state laws, to examine and test for the presence of drugs and alcohol (as stated above) in situations such as, but not limited to, the following:

1. **Post Job Offer:** All offers of employment will be made subject to the results of a drug test. Applicants will be required to voluntarily submit to a urinalysis test and sign an acknowledgment form, which will release the company from liability. The company will not discriminate against applicants for employment because of past drug abuse. It is the current abuse of drugs which prevents employees from properly performing their jobs.
2. **Post-Accident:** A drug and/or alcohol test will be conducted on all employees involved in accidents occurring during work time or while on company property. Covered accidents included, but are not limited to, accidents that the employee caused or contributed to that involve:
 - a. personal injury to employees or others which necessitates medical attention (beyond first aid) or results in lost work time; and/or
 - b. damage to the company's property

Employees are expected to be available for post-accident testing. If circumstances require an employee to leave the scene of an accident, the employee must make a good faith attempt to be tested and to notify the company of his/her location.

Failure to report any accident which meets the post-accident testing criteria is in violation of the company policy and subject to disciplinary action. Employees testing positive or refusing to submit to a drug and/or alcohol test, under certain state laws, may be ineligible for workers' compensation benefits.

3. **Random:** For the added safety and health of the company employees, as well as the direct impact on the company's profitability, image and reputation as a drug-free organization, all employees are subject to random, unannounced drug tests at any time the Company deems necessary to ensure a Drug-Free Workplace. The rate of random selection will be a percentage of the annual average employee or consortium base. Every employee has an equal chance of being chosen every time a random selection is made.
4. **Reasonable Suspicion/Cause:** Any employee may be asked to submit to a drug and/or alcohol test if reasonable cause exists to suggest that the employee's health or ability to perform expected job duties is currently impaired.
5. **Return-to-Duty:** An employee who has tested positive and has been removed from his or her job duties must submit to and furnish a negative drug test prior to returning to their job duties.
6. **Follow-up:** Any employee who has been removed voluntarily or otherwise from his or her job assignment due to drug or alcohol abuse must agree to be tested on a random and discretionary basis anytime for up to 24 months from the return to work date. Employees will be required to sign and abide by a last chance agreement.

Drug Testing Procedures

Whenever possible, the drug test will be performed from urine specimens collected at a qualified collection site or at the company facility using an onsite testing kit. A breath or

saliva alcohol test will be performed for all post-accident and reasonable-cause situations. If the saliva alcohol test reads positive, a breath alcohol test will be performed at the collection site.

The collection site (or the company facility for onsite testing) will take necessary steps to avoid any dilution or alteration of the specimen. However, the test shall be conducted in a professional and sanitary manner with due regard for the individual's privacy, dignity, and confidentiality. Proper handling of the specimens will be maintained so that the specimen results can be traced to the proper individual.

The specimen will be analyzed for the following controlled substances. Some of the common drug names are included in parentheses:

- Cannabinoids (Marijuana)
- Cocaine
- Opiates (Heroin, Morphine, Codeine)
- Amphetamines (Stimulants like Benzedrine and Didrex)
- Phencyclidine (PCP)
- Barbiturates (Depressants like Phenobarbital and Secobarbital)
- Benzodiazepines (Depressants like Valium and Xanax)
- Propoxyphene (Narcotics like Darvon and Darvocet)

All specimens that were not analyzed initially by an onsite testing kit will undergo an initial Enzyme Multiplied Immunoassay Technique (EMIT) screening. Any positive EMIT or onsite testing kit screens will be confirmed through Gas Chromatography with Mass Spectrometry (GC/MS) by a laboratory certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). Any positive result from this GC/MS test will be reviewed by an independent Medical Review Officer (MRO) prior to the result being communicated to the company. The MRO will give you the opportunity to rebut a positive test result and provide evidence of the proper use of a prescription drug. This will ensure that positive results are not due to prescription drugs or other factors which the MRO feel justify the presence of controlled substances.

Any employee who is tested will have the right, upon request, to see the results of his/her test and to request a retest of the original specimen at a different SAMHSA-certified laboratory (at the employee's expense) within 10 business days of being notified of a positive test result.

All information regarding the drug and/or alcohol test results or failure to complete rehabilitation will remain confidential and will only be given out on a strict need-to-know basis.

Disciplinary Actions

The company reserves the right to use disciplinary actions, up to and including termination of employment, depending upon the seriousness of the violation, the employee's present job assignment, the employee's record with the company, and other factors, including the impact of the violation upon the conduct of the company business.

Any employee who refuses to submit to drug/alcohol testing or attempts to adulterate or alter the specimen will be subject to disciplinary actions.

Acknowledgment

As a condition of continued employment, employees must sign the attached acknowledgment form.

Acknowledgment Form

I hereby acknowledge receipt of the company's Substance-Abuse Policy regarding drugs and alcohol.

My signature acknowledges my understanding and concurrence with the procedures outlined in the above referenced policy. It is my consent to submit to medical testing, including but not limited to giving urine, breath, blood, sweat, and/or saliva sample(s) to be used for drug and alcohol analysis under the conditions outlined in the policy.

In connection with and consistent with the provisions of the Substance-Abuse Policy:

(1) I authorize the release of any urine, breath, blood, sweat, and/or saliva sample(s) and the results of any tests and examinations performed thereon to the company and any doctor, medical personnel, hospital, medical center, clinic, etc., or any representatives with whom they may choose to consult regarding the sample tests or examination results. I will be given an opportunity to explain a positive test result to the Medical Review Officer before the test result is reported to the company as a verified positive test result.

(2) I understand that the test results may be released by the company to applicable state unemployment agencies and to the company's workers' compensation insurer(s), where permitted or required by law. I understand that if I test positive for drugs or alcohol following an on-the-job accident or refuse to submit to any drug and/or alcohol test required by this policy, I may be ineligible for workers' compensation and/or unemployment benefits.

(3) I understand that refusal to submit to any test required by this policy, a positive test result, or refusal to authorize the release of the results is grounds for disciplinary action up to and including termination of employment.

I recognize that the company's policy on drugs and alcohol does not constitute an expressed or implied contract of employment.

EMPLOYEE NAME: _____

SOCIAL SECURITY NO.: _____

EMPLOYEE SIGNATURE: _____

DATE: _____

WITNESS SIGNATURE: _____

DATE: _____

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Veritas Contracting LLC

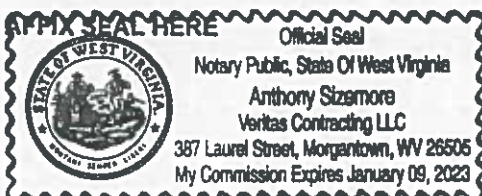
Authorized Signature: [Signature] Date: 5-15-19

State of West Virginia

County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 15 day of May, 2019.

My Commission expires January 09, 2023.



NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 01/19/2018)

Agency Office of Miners Health, Safety, & Training
REQ. P.O.# HST1900000002
Bond # BND1007414-00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Veritas Contracting, LLC
of Fairmont, West Virginia, as Principal, and Fair American Insurance and Reinsurance
Company of Atlanta, Georgia, a corporation organized and existing under the laws of the State of New York
with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Thirty Eight Thousand Five Hundred and No/100 \$ 38,500.00
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
AIA Project No. 1810111.00
WV Office of Miners Health Safety & Training Center

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.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
15th day of May, 2019.

Principal Corporate Seal



Surety Corporate Seal

Veritas Contracting, LLC

(Name of Principal)

By

(Must be President or
Vice President)

(Title)

Fair American Insurance and Reinsurance Company

(Name of Surety)

Attorney-in-Fact
David R. Brett

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
One Liberty Plaza, 165 Broadway, New York, NY 10006
POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Andrew C. Heaner of Atlanta, Georgia; Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; David R. Brett of Columbia, South Carolina; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; Matthew W. Hollingsworth of Addison, TX; Michael J. Brown of Cumming, Georgia; Tamara D. Johnson of Atlanta, Georgia; or Omar G. Guerra of Overland Park, Kansas EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$5,000,000 (Five Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

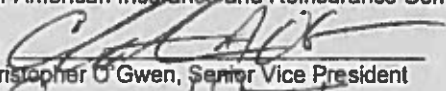
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February, 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by these Senior Vice Presidents this 3rd day of December, 2018.

Fair American Insurance and Reinsurance Company

By: 
Christopher O'Gwen, Senior Vice President

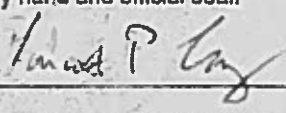
By: 
Suzanne A. Spantidos, Senior Vice President

STATE of NEW YORK
COUNTY of NEW YORK

On December 3, 2018 before me, the above named Senior Vice Presidents, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

VINCENT PATRICK ENG
Notary Public State of New York
New York County
Lic. #02EN6333805
Comm. Exp. December 7, 2019

Signature  (Seal)

I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 15th day of May, 2019

Bond # BND1007414-00


Christopher O'Gwen, Senior Vice President

No. 3332

Fair American Insurance and Reinsurance Company
165 Broadway, New York, NY 10006
NAIC Company Code: 35157
NAIC Group Code: 0501

Statutory Financial Statement Summary
As of December 31, 2018

<u>Assets</u>	
Bonds:	\$ 201,241,547
Stocks:	\$ -
Cash & Short-term Investments:	\$ 5,901,279
Receivable for Securities:	\$ 19,500
Investment Income Due & Accrued:	\$ 1,457,645
Uncollected Premium & Agents Balances in Course of Collection:	\$ 3,162,289
Amounts Recoverable from Reinsurers:	\$ 10,535,795
<u>Other Assets:</u>	
Current Federal & Foreign Income Tax Recoverable:	\$ -
Net deferred tax asset	\$ 159,560
Receivables from Parent, subsidiaries and affiliates:	\$ -
Aggregate Write-ins for other than invested assets:	\$ 7,254,812
Total NET Admitted Assets:	\$ 229,732,427
<u>Liabilities</u>	
Reserves for:	
a) Losses & LAE:	\$ 8,306,230
b) Unearned Premiums:	\$ 1,813,854
c) Commission payable	\$ 19,270
d) Tax, Licenses & Fees:	\$ 2,492,764
Reinsurance Payables:	\$ 14,386,960
Other Liabilities:	\$ 3,268,517
Total Liabilities:	\$ 30,287,595
Policyholder Surplus	
Common Stock:	\$ 5,000,000
Gross Paid-in & Contributed Surplus:	\$ 88,227,719
Unassigned funds:	\$ 106,217,113
Aggregate Write-ins for other than special surplus funds	\$ -
Total Policyholder Surplus	\$ 199,444,832
Total Liabilities & Policyholder Surplus	\$ 229,732,427

NOTES: Bonds & Stocks are valued in accordance with the basis adopted by the NAIC

CERTIFICATION:

I, Matthew D. Mahoney, Senior Vice President and Chief Financial Officer of FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2018 as reflected by its books and records and as reported in its statement on file with the insurance Department of the State of New York.

NOTARIZED:

State of New York County of New York on
 21 day of March 2019.

My commission expires 6/4/2022

Matthew D. Mahoney, SVP and Chief Financial Officer
 FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY

KEN T. YAPP
 Notary Public, State of New York
 No. 02YA6296526
 Qualified in New York County
 Commission Expires June 4, 2022

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Veritas Contracting LLC

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Finnie Plumbing	WV 043445
Mountain State Electrical Contractors	WV 051949
Childers Enterprises	WV 002743
AAA Paving & Sealing Inc.	WV 045984

Attach additional pages if necessary