



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: 691967

Procurement Type: Central Purchase Order

Vendor ID: VC0000007724

Legal Name: AGSTEN CONSTRUCTION COMPANY INC

Alias/DBA:

Total Bid: \$153,841.00

Response Date: 03/13/2020

Response Time: 9:00

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD2000000031

Published Date: 3/5/20

Close Date: 3/13/20

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum
Building 86 Parking Lot Repair

Total of Header Attachments: 1

Total of All Attachments: 1



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 691967
Solicitation Description : Addendum
Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-03-13 13:30:00	SR 0211 ESR03132000000005252	1

VENDOR
VC0000007724 AGSTEN CONSTRUCTION COMPANY INC

Solicitation Number: CRFQ 0211 GSD2000000031

Total Bid : \$153,841.00 **Response Date:** 2020-03-13 **Response Time:** 09:00:18

Comments:

FOR INFORMATION CONTACT THE BUYER
 Joseph E Hager III
 (304) 558-2306
 joseph.e.hageriii@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Infrastructure building and surfacing and paving services				\$38,151.00

Comm Code	Manufacturer	Specification	Model #
72141100			

Extended Description : Commodity Line 1: Base Bid For Asphalt: Repair and repave a portion of the Building 86 asphalt parking lot with all associated work as specified herein:

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Infrastructure building and surfacing and paving services	1.00000	CY	\$120.000000	\$120.00

Comm Code	Manufacturer	Specification	Model #
72141100			

Extended Description : Commodity Line 2 - Unit Price (applicable for either asphalt base bid or concrete add alternate*):

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Infrastructure building and surfacing and paving services	1.00000	TON	\$112.000000	\$112.00

Comm Code	Manufacturer	Specification	Model #
71122307			

Extended Description : Commodity Line 3 - Unit Price (applicable for either asphalt base bid or concrete add alternate*):
Price per cubic yard for removal of existing subbase if over excavation is required at Building 86 asphalt parking lot repairs, with all associated work as specified herein:

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Infrastructure building and surfacing and paving services				\$115,458.00

Comm Code	Manufacturer	Specification	Model #
11111600			

Extended Description : *Add Alternate One - Base Bid For Concrete: Repair and repave a portion of the Building 86 asphalt parking lot with all associated work as specified herein:
Price per ton for additional "57" stone backfill if over excavation is required due to unsuitable subbase at Building 86 asphalt parking lot, with all associated work as specified herein:

REQUEST FOR QUOTATION
Building 86 Asphalt Parking Lot Repair

EXHIBIT A - Pricing Page

Please use this for vendors who do not submit via wvOasis.

NAME OF VENDOR: AGSTEN CONSTRUCTION Company 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:

Commodity Line 1: Base Bid For Asphalt: Repair and repave a portion of the Building 86 asphalt parking lot with all associated work as specified herein:

THIRTY EIGHT THOUSAND, ONE HUNDRED FIFTY ONE

(\$ 38,151)

(Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

Commodity Line 2: *Add Alternate One - Base Bid For Concrete: Repair and repave a portion of the Building 86 asphalt parking lot with all associated work as specified herein:

ONE HUNDRED FIFTEEN THOUSAND, FOUR HUNDRED FIFTY EIGHT Dollars

(\$ 115,458)

(Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

Commodity Line 3 - Unit Price (applicable for either asphalt base bid or concrete: Price per cubic yard for removal of existing subbase if over excavation is required at Building 86 asphalt parking lot repairs, with all associated work as specified herein:

ONE HUNDRED TWENTY dollars per cubic yard

(\$ 120 per cubic yard)

(Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

Commodity Line 4 - Unit Price (applicable for either asphalt base bid and concrete: Price per ton for additional # "57" stone backfill if over excavation is required due to unsuitable subbase at Building 86 asphalt parking lot, with all associated work as specified herein:

ONE HUNDRED TWELVE Dollars per ton

(\$ 112 per ton)

(Show amount in both words and numbers)

(In the event of a difference between the written amount and the number amount, the written amount shall govern.)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: GSD200000031

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)

- Addendum No. 1
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5

- Addendum No. 6
- Addendum No. 7
- Addendum No. 8
- Addendum No. 9
- 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.

AGSTEN CONSTRUCTION INC.
Company

[Signature]
Authorized Signature

13 MAR 2020
Date

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

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Agsten Construction Company, Inc.
of Hurricane, WV, as Principal, and Ohio Farmers Insurance Company
of Westfield Center, OH, a corporation organized and existing under the laws of the State of
OH with its principal office in the City of Westfield Center, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Amount Bid (\$ 5%) 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
Building 86 Asphalt Parking Lot Repair 1124 Smith Street, Charleston, WV 25301

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 March, 2020.

Principal Seal

Agsten Construction Company, Inc.
(Name of Principal)

By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

PRESIDENT
(Title)

Surety Seal

Ohio Farmers Insurance Company
(Name of Surety)

By: [Signature]
Tammy Selbe 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.

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 09/15/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

POWER NO. 4750172 01

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint ANDREW K. TEETER, KIMBERLY L. MILES, DOUGLAS P. TAYLOR, GARY R. FREEMAN, KIMBERLY S. BURDETTE, JAIME L. CARPENTER, TAMMY SELBE, JOINTLY OR SEVERALLY

of CHARLESTON and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of SEPTEMBER A.D., 2017 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 15th day of SEPTEMBER A.D., 2017 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 13th day of

March 13, 2020



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: AGSTEM CONSTRUCTION

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.
Myers PAVING	WV 003506
Terradon TESTING & engineering	

Attach additional pages if necessary

Contractor Acknowledgement:

I, the undersigned, have read, reviewed and acknowledge my understanding of the General Services Division safety requirements, as set forth in this handbook. I am also aware that all applicable rules and regulations are to be followed, regardless of whether they are specifically mentioned in this handbook.

Contractor Representative (Print Name): DAVID R BALDWIN

Contractor Representative Signature: DRB Date: 13 MAR 2020

This signed acknowledgement must be signed and returned to the GSD Safety Section prior to start of project work.

REQUEST FOR QUOTATION
Building 86 Asphalt Parking Lot Repair

12. MISCELLANEOUS:

12.1. **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: DAVID R. BALDWIN

Telephone Number: 309 - 343 - 5400

Fax Number: 309 - 343 - 0063

Email Address: dbaldwin@qjstenconstruction.com

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: AG STEN CONSTRUCTION INC.

Contractor's License No.: WV- WV 031 022

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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.

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.

DL R Baldin Proj MGR
 (Name, Title)
DAVID R BALDWIN PROJ MGR
 (Printed Name and Title)
1700 ST RT 34, Hurricane WV 25526
 (Address)
304-343-5400 — 304-343-0063
 (Phone Number) / (Fax Number)
dbaldwin@agsten CONSTRUCTION.COM
 (email address)

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.

AGSTEN CONSTRUCTION INC.
(Company)

DL R Baldin Proj MGR
(Authorized Signature) (Representative Name, Title)

DAVID R BALDWIN PROJ MGR
(Printed Name and Title of Authorized Representative)

13 MAR 2020
(Date)

304-343-5400 — 304-343-0063
(Phone Number) (Fax Number)

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: AGSTEN CONSTRUCTION INC. Address: 1700 ST RT 39

HURRICANE WV 25526

Name of Authorized Agent: DAVID R BALDWIN Address: SAME AS ABOVE

Contract Number: _____ Contract Description: BID 86 PARKING LOT REPAIR

Governmental agency awarding contract: _____

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.

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.

SAM HULL
CASEY MILLER

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.

DAVID R BALDWIN

Signature: DAVID R BALDWIN

Date Signed: 13 MAR 2020

Notary Verification

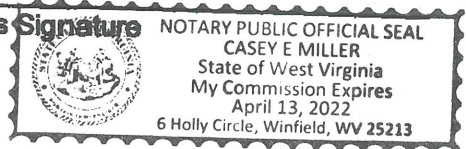
State of WEST VIRGINIA, County of PUTNAM

I, DAVID R BALDWIN, 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.

Taken, sworn to and subscribed before me this 13th day of MARCH, 2020.

Casey E. Miller

Notary Public's Signature



To be completed by State Agency:
Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV031022

Classification:
GENERAL BUILDING

AGSTEN CONSTRUCTION COMPANY INC
DBA AGSTEN CONSTRUCTION COMPANY INC
1700 STATE ROUTE 34
HURRICANE, WV 25526-7089

Date Issued

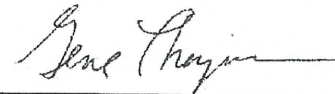
MAY 18, 2019

Expiration Date

MAY 18, 2020



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

**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.



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

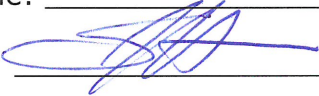
STATE OF WEST VIRGINIA,
COUNTY OF Putnam **, TO-WIT:**

I, Sam Hull, after being first duly sworn, depose and state as follows:

1. I am an employee of Agsten Construction Company, Inc.; and,
(Company Name)
2. I do hereby attest that Agsten Construction Company, 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.

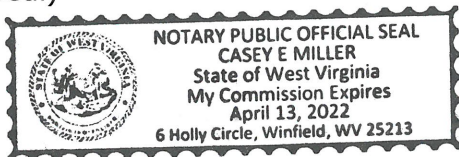
The above statements are sworn to under the penalty of perjury.

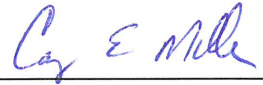
Printed Name: Sam Hull
 Signature: 
 Title: President
 Company Name: Agsten Construction Company, Inc.
 Date: 3/13/2020

Taken, subscribed and sworn to before me this 13th day of March, 2020.

By Commission expires 4/13/22

(Seal)




 (Notary Public)

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: Agsten Construction Company Inc.

Authorized Signature: *[Handwritten Signature]* Date: 3/13/2020

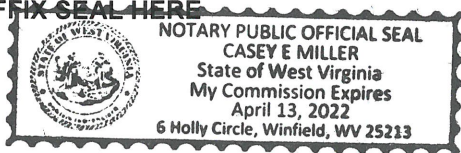
State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 13 day of Mar, 2020.

My Commission expires April 13, 2022.

AFFIX SEAL HERE



NOTARY PUBLIC *[Handwritten Signature]*