



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](#)[Clarification Request](#)

Procurement Folder: 1278118

Procurement Type: Central Purchase Order

Vendor ID: 000000227155 


Legal Name: VERITAS CONTRACTING LLC

Alias/DBA:

Total Bid: \$1,637,884.00

Response Date: 09/12/2023 

Response Time: 13:10

Responded By User ID: LPrince 

First Name: Laura

Last Name: Prince

Email: lprince@veritaswv.com

Phone: 304-598-2285

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ2400000003

Published Date: 9/6/23

Close Date: 9/12/23

Close Time: 13:30

Status: Closed

Solicitation Description: Construction: Camp Dawson Airfield Support
Facilities Reno

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	BASE BID- Camp Dawson Airfield Support Facilities Renovation				1591987.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

See the attached "Bid Form"
 Contract Item #1- BASE BID- Labor & materials per the construction documents

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Alternate #1- Replace Interior Doors Building 401				45897.00

Comm Code	Manufacturer	Specification	Model #
72000000			

Commodity Line Comments:

Extended Description:

See the attached "Bid Form"
 Contract Item#2- Alternate #1- Remove and replace Interior Doors in Building 401 per the contract documents.



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1278118			Reason for Modification:
Doc Description: Construction: Camp Dawson Airfield Support Facilities Reno			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-17	2023-09-05 13:30	CRFQ 0603 ADJ2400000003	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: [00000227155](#)
 Vendor Name : [Veritas Contracting, LLC](#)
 Address : [246](#)
 Street : [Business Park Drive](#)
 City : [Fairmont](#)
 State : [West Virginia](#) Country : [United States](#) Zip : [26554](#)
 Principal Contact : [Sam Proctor](#)
 Vendor Contact Phone: [304-598-2285](#) Extension: [N/A](#)

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
david.h.pauline@wv.gov

Vendor
 Signature X

FEIN# [80-0092808](#)

DATE [09/12/2023](#)

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

ADDITIONAL INFORMATION

Construction:

The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, Division of Engineering and Facilities to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to complete Airfield Support Facilities Renovations, at the Camp Dawson Army Training Site, near Kingwood, WV, per the attached specifications.

Mandatory Pre-bid Meeting: August 23, 2023, at 10:30 am., est.
 Camp Dawson Training Site - Building 301 - Post Engineering
 240 Army Road
 Kingwood, WV 26537

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID- Camp Dawson Airfield Support Facilities Renovation				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

See the attached "Bid Form"

Contract Item #1- BASE BID- Labor & materials per the construction documents

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate #1- Replace Interior Doors Building 401				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

See the attached "Bid Form"

Contract Item#2- Alternate #1- Remove and replace Interior Doors in Building 401 per the contract documents.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2023-08-23
2	Vendor Technical Questions Due By Noon est.	2023-08-29

	Document Phase	Document Description	Page
ADJ2400000003	Final	Construction: Camp Dawson Airfield Support Facilities Reno	4

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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

State of West Virginia
 Centralized Request for Quote

Proc Folder: 1278118
Doc Description: Construction: Camp Dawson Airfield Support Facilities Reno
Reason for Modification: Addendum No. 1
Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2023-08-31	2023-09-12 13:30	CRFQ 0603 ADJ2400000003	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000227155
 Vendor Name : Veritas Contracting, LLC
 Address : 246
 Street : Business Park Drive
 City : Fairmont
 State : West Virginia Country : United States Zip : 26554
 Principal Contact : Samuel O. Proctor
 Vendor Contact Phone: 304-598-2285 Extension: N/A

FOR INFORMATION CONTACT THE BUYER
 David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X

FEIN# 80-0092808 DATE 09/12/2023

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

ADDITIONAL INFORMATION

Addendum No. 1

To Provide Mandatory Pre-Bid Meeting Sign-in Sheets, see attached.

To Move Bid Opening Date to September 12, 2023, at 1:30 pm., est.

No other changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID- Camp Dawson Airfield Support Facilities Renovation				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

See the attached "Bid Form"

Contract Item #1- BASE BID- Labor & materials per the construction documents

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WV	KINGWOOD	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate #1- Replace Interior Doors Building 401				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

See the attached "Bid Form"

Contract Item#2- Alternate #1- Remove and replace Interior Doors in Building 401 per the contract documents.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2023-08-23
2	Vendor Technical Questions Due By Noon est.	2023-08-29

SOLICITATION NUMBER: CRFQ ADJ2400000003
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as (“ADJ2400000003”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time.
- Modify specifications of product or service being sought.
- Attachment of vendor questions and responses.
- Attachment of pre-bid sign-in sheet.
- Correction of error.
- Other.

Description of Modification to Solicitation:

1. To provide copies of the Pre-Bid meeting sign-in sheets, see attached.
2. To move bid opening date and time to September 12, 2023, at 1:30 pm., est.
3. No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ240000003

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:

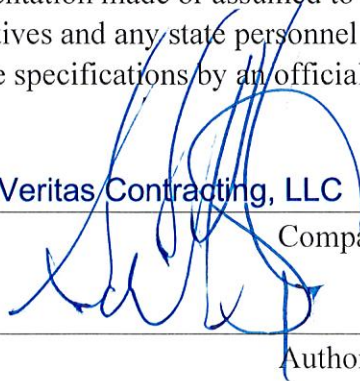
(Check the box next to each addendum received)

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

09/12/2023

Date

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



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

**State of West Virginia
 Centralized Request for Quote**

Proc Folder: 1278118			Reason for Modification: Addendum No. 2
Doc Description: Construction: Camp Dawson Airfield Support Facilities Reno			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2023-09-06	2023-09-12 13:30	CRFQ 0603 ADJ2400000003	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 000000227155
 Vendor Name : Veritas Contracting, LLC
 Address : 246
 Street : Business Park Drive
 City : Fairmont
 State : West Virginia Country : United States Zip : 26554
 Principal Contact : Samuel O. Proctor
 Vendor Contact Phone: 304-598-2285 Extension: N/A

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov

Vendor Signature X **FEIN# 80-0092808** **DATE 09/12/2023**

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

ADDITIONAL INFORMATION

Addendum No. 2

To respond to vendor technical questions, see attached.

To attach drawings, see attached.

Bid Opening Date remains September 12, 2023, at 1:30 pm., est.

No other changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WW	KINGWOOD	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	BASE BID- Camp Dawson Airfield Support Facilities Renovation				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

See the attached "Bid Form"

Contract Item #1- BASE BID- Labor & materials per the construction documents

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		CAMP DAWSON ARMY TRAINING SITE 240 ARMY RD	
CHARLESTON	WW	KINGWOOD	WW
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Alternate #1- Replace Interior Doors Building 401				

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:

See the attached "Bid Form"

Contract Item#2- Alternate #1- Remove and replace Interior Doors in Building 401 per the contract documents.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting at 10:30 am., est.	2023-08-23
2	Vendor Technical Questions Due By Noon est.	2023-08-29

SOLICITATION NUMBER: CRFQ ADJ2400000003

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as (“ADJ2400000003”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time.
- Modify specifications of product or service being sought.
- Attachment of vendor questions and responses.
- Attachment of pre-bid sign-in sheet.
- Correction of error.
- Other.

Description of Modification to Solicitation:

1. To respond to vendor technical questions, see attached.
2. To provide drawings, see attached.
3. Move bid opening date and time remains September 12, 2023, at 1:30 pm., est.
4. No other changes.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ ADJ2400000003

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 | <input type="checkbox"/> | Addendum No. 6 |
| <input checked="" type="checkbox"/> | Addendum No. 2 <i>h</i> | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <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 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

09/12/2023

Date

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

**SECTION 00 41 00
BID FORM**

THE PROJECT AND THE PARTIES

1.01 TO:

- A. Owner
WV Army National Guard
1703 Coonskin Drive
Charleston, WV 25301

1.02 FOR:

- A. Project: Camp Dawson Airfield Support Facilities
1001 Army Road
Kingwood, WV 26537

1.03 DATE: 09/12/2023 (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name Veritas Contracting, LLC
 - 1. Address 246 Business Park Drive
 - 2. City, State, Zip Fairmont, WV 26554

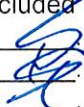
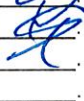
1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Pickering Associates for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid: One Million Five Hundred Ninety-One Thousand Nine Hundred Eighty-Seven 00/100 dollars (\$ 1,591,987.00), in lawful money of the United States of America.
- C. Alternate No. 1 (Remove & Replace Interior Doors in Building 401): ADD Forty Five Thousand Eight Hundred Ninety-Seven Thousand 00/100 dollars (\$ 45,897.00), in lawful money of the United States of America.
- D. We have included the required security deposit as required by the Instruction to Bidders.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

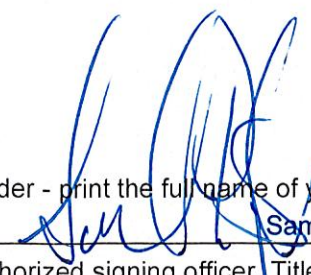
1.07 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
 - 1. Addendum # 1 Dated 08/31/2023 
 - 2. Addendum # 2 Dated 09/06/2023 
 - 3. Addendum # _____ Dated _____
 - 4. Addendum # _____ Dated _____

1.08 BID FORM SIGNATURE(S)

- A. Veritas Contracting, LLC

13412 / Camp Dawson Airfield Support Facilities	00 41 00 - 1	Bid Form
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B. (Bidder - print the full name of your firm)

C. Samuel O. Proctor, Member

D. (Authorized signing officer, Title)

1.09 IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.

END OF SECTION 00 41 00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Veritas Contracting, LLC
of Fairmont, WV, as Principal, and Fidelity and Deposit Company of Maryland
of Schaumburg, IL, a corporation organized and existing under the laws of the State of
IL with its principal office in the City of Schaumburg, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, 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
Camp Dawson Airfield Support Facilities Reno

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 5th day of September 2023.

Principal Seal

Veritas Contracting, LLC
(Name of Principal)

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

Member
(Title)

Surety Seal



Fidelity and Deposit Company of Maryland
(Name of Surety)

By: [Signature]
Nicholas A. Sparacchane 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.**

Bond Number: Bid Bond

Obligee Adjutant General's Office, Division of Engineering and Facilities

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Nicholas A. Sparachane, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of April, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

[Handwritten signature of Robert D. Murray]

By: Robert D. Murray
Vice President

[Handwritten signature of Dawn E. Brown]

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 18th day of April, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

[Handwritten signature of Iva Betha]

Iva Betha
Notary Public
My Commission Expires September 30, 2023



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of September, 2023,



MJ Pethick

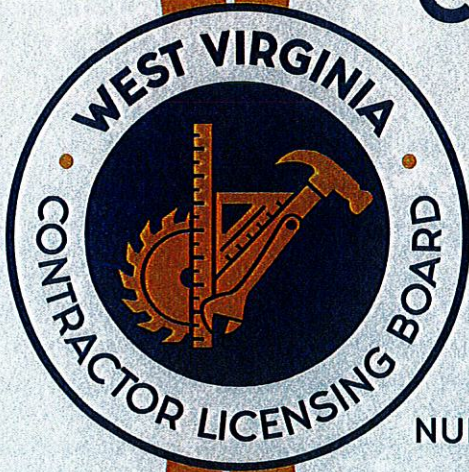
By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



CONTRACTOR LICENSE

AUTHORIZED BY THE
West Virginia Contractor
Licensing Board

NUMBER: WV037797

CLASSIFICATION:
GENERAL BUILDING

VERITAS CONTRACTING LLC
DBA VERITAS CONTRACTING LLC
246 BUSINESS PARK DRIVE
FAIRMONT, WV 26554

DATE ISSUED

EXPIRATION DATE

OCTOBER 12, 2022

OCTOBER 12, 2023

Authorized Signatory

Chair, West Virginia Contractor
Licensing Board



A copy of this license must be readily available for inspection by the Board on every job site where contracting 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 is non-transferable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation

GENERAL CONSTRUCTION SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard, Construction & Facilities Management Office, to establish a contract for the one-time purchase of all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and full completion of Camp Dawson Airfield Support Facilities Renovations, for the Camp Dawson Airfield Support Facility, located near Kingwood, WV. Pickering Associates, Inc., is serving as the Architect on this project. This definition of scope is provided only to indicate the very general nature of the work that is more fully defined in the Drawings, Specifications and Project Plans.

Please follow the guidelines below regarding the meeting.

- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place the day of the Pre-Bid meeting in small groups as directed by the Agency Project Manager, vendors should plan on the possibility of being onsite for several hours, depending on the number of contractors who attend.
- Visiting bidder representative(s) must abide by all safety precautions for safe social distancing, as prescribed by the Agency Project Manager.
- The site visit is NOT an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner. Interested bidders should submit all technical questions per the instructions in the CRFQ.

- 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 materials, labor, tools, taxes, transportation and expendable equipment necessary to complete Camp Dawson Airfield Support Facilities Renovations, as more fully described in these specifications and the Drawings/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.

REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation

- 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 5 (five) 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 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. This contract has **One (1)** alternate.
- 6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order. This contract has **One (1)** alternate.

REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation

7. **PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

8. **RETAINAGE:** Agency is entitled to withhold **10%** from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

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

10. **SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by a date to be determined based on the notice to proceed and final completion by a date to be determined based on the notice to proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

11. **LIQUIDATED DAMAGES:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation

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

Pickering Associates
11283 Emerson Ave
Parkersburg, WV 26104
(304) 464-5305

Copies of project plans can be examined at the following locations.

Kanawha Valley Builder's Association
1627 Bigley Avenue
Charleston, WV 25302
(304) 342-7141 FAX: (304) 343-8014

Contractor's Association of West Virginia
2114 Kanawha Boulevard East
Charleston, WV 25311
(304) 342-1166 FAX: (304) 342-1074

Pennsylvania Builder's Exchange
1813 North Franklin Street
Pittsburgh, PA 15233
(412) 922-4200 FAX: (412) 928-9406

Construction Employer's Association of North Central West Virginia
2794 White Hall Boulevard
White Hall, WV 26554
(304) 367-1290 FAX: (304) 367-0126

McGraw-Hill Dodge Reports
Attn: Scan Department
315 Central Avenue
Hot Springs, AR 71913-6138
(781) 430-2004

Reed Construction Data
30 Technology Parkway South, Suite 100
Norcross, GA 30092
(770) 417-4000 FAX: (800) 317-0870

REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation

13. SUBSTITUTIONS: Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.

14. 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:

14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

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

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

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

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

15. MISCELLANEOUS:

15.1. 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: Sam Proctor 

Telephone Number: 304-598-2285

Fax Number: N/A

Email Address: sproctor@veritaswv.com

REQUEST FOR QUOTATION – CRFQ ADJ24*03
Camp Dawson Airfield Support Facilities Renovation

15.2. Owner's Representative: Owner's representative for notice purposes is

Name: ___Jonathan Neal_____

Telephone Number: ___304-791-4138_____

Email Address: ___jonathan.l.neal.nfg@army.mil___

16. Initial Decision Maker: ___Pickering Associates, Inc._____, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.

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.

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

(Address) 246 Business Park Drive, Fairmont, WV 26554

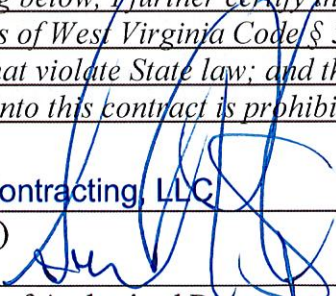
(Phone Number) / (Fax Number) 304-598-2285 (No Fax)

(Email address) sproctor@veritaswv.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through WV OASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Veritas Contracting, LLC
(Company)


(Signature of Authorized Representative)

Samuel O. Proctor, Member 09/12/2023

(Printed Name and Title of Authorized Representative) (Date)

304-598-2285 (No Fax)

(Phone Number) (Fax Number)

sproctor@veritaswv.com

(Email Address)



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

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

- 1. I am an employee of Veritas Contracting, LLC; and,
(Company Name)
- 2. I do hereby attest that Veritas Contracting, LLC
(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: [Handwritten Signature]

Title: Member

Company Name: Veritas Contracting, LLC

Date: 09/12/2023

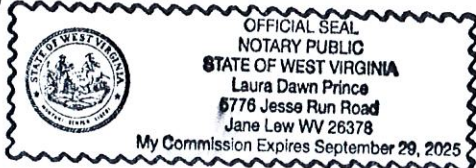
STATE OF WEST VIRGINIA,

COUNTY OF Marion, TO-WIT:

Taken, subscribed and sworn to before me this 12th day of September, 2023.

My Commission expires September 29th, 2025

(Seal)



Laura Dawn Prince
(Notary Public)

DRUG AND ALCOHOL POLICY

Veritas considers drug and alcohol abuse a serious matter which will not be tolerated. The company absolutely prohibits employees from using, selling, possessing, or being under the influence of illegal drugs, alcohol, or controlled substance or prescription drug not medically authorized while at their job, on Company property, or while on work time.

Therefore, it is the Company's policy that:

1. Employees shall not report to work under the influence of alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized.
2. Employees shall not possess or use alcohol, illegal drugs, or any controlled substance or prescription drug not medically authorized while on company property or on company business.

The Company recognizes that drug/alcohol testing is a necessary part of a comprehensive program to maintain a drug-free workplace. Accordingly, the Company reserves the right to require a drug and/or alcohol test of any employee after an accident, on a random basis or based upon reasonable suspicion. Reasonable suspicion includes, but is not limited to, physical evidence of use, giving the appearance of being under the influence, the causing of an accident, or a substantial drop off in work performance. Failure to take a requested test may lead to discipline, including possible termination of employment.

The Company also cautions against use of prescribed or over-the-counter medication which can affect an employee's ability to perform his or her job safely or the use of prescribed or over-the-counter medication in a manner violating the recommended dosage or instructions from the doctor. Employees must have a valid prescription for any prescription medication used by employees while working for the Company. Please inform your supervisor prior to working under the influence of a prescribed or over-the-counter medication that may affect your ability to perform your job safely. If the Company determines that the prescribed or over-the-counter medication does not pose a safety risk, you will be allowed to work. Failure to comply with these guidelines concerning prescription or over-the-counter medication may result in disciplinary action, up to and including termination of employment.

Violations

A violation of this policy will result in disciplinary action up to and including termination of employment. The refusal to submit to a drug or alcohol test as provided for in this policy, or refusal to sign a consent form, will be subject to discipline including termination of employment.

EMPLOYEE VOLUNTARY REFERRALS

An employee who abuses drugs and/or alcohol is encouraged to participate in an Employee Voluntary Self-Help Program. Employees who seek voluntary assistance for alcohol and/or

substance abuse may not be disciplined for seeking such assistance. Veritas reserves the right to approve a reasonable time for a leave of absence under this policy. The leave of absence will be handled confidentially. Voluntary assistance obtained independently, or under the condition of an Informal Referral, will be considered confidential. No information can be released to Veritas without the employee's written consent.

DISCIPLINARY PROCESS

Violation of Company policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The Company encourages a system of progressive discipline depending on the type of prohibited conduct. However, the Company is not required to engage in progressive discipline and may discipline or terminate an employee where he or she violates the rules of conduct, or where the quality or value of the employee's work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at will" basis.

In appropriate circumstances, management will provide the employee first with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your supervisor will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the Company is concerned with consistent enforcement of our policies, the Company is not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, employees may be disciplined or terminated without any prior warning or procedure.

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 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: (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: 09/12/2023

State of West Virginia

County of Marion, to-wit:

Taken, subscribed, and sworn to before me this 12th day of September, 2023.

My Commission expires September 29th, 2025.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

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 Drive
Fairmont, WV 26554

Name of Authorized Agent: Sam Proctor Address: 246 Business Park Drive
Fairmont, WV 26554

Contract Number: CRFQ0603 ADJ2400000003 Contract Description: Camp Dawson Airfield Support
Facilities Reno

Governmental agency awarding contract: West Virginia Army National Guard

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.

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: _____

Date Signed: 09/12/2023

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.

Taken, sworn to and subscribed before me this 12th day of September, 2023.

Laura D. Prince My Commission Expires September 29, 2025.
Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



WV Jobs Act Affidavit

West Virginia Code §12-1C states:

- (a) 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.
- (b) 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.
- (c) 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.

Definitions:

- (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) (A) 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;
- (B) 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 authority" means any officer, board, commission or agency of the State of West Virginia and its subdivisions, including counties and municipalities.

WV Army National Guard – Airfield Support Facilities Renovations

Further, the economic grant committee, economic development authority, infrastructure and jobs development council and School Building Authority shall be required to comply with the provisions of this article for loans, grants or bonds provided for public improvement construction projects;

(6) 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.

Applicability and Reporting:

(a) This article applies to expenditures for construction projects by any public authority for public improvements as defined by this article.

(b) For public improvement projects let pursuant to this article, the public authority shall file, or require an employer as defined in section two of this article to file, with the Division of Labor copies of the waiver certificates and certified payrolls, pursuant to article five-a of this chapter, or other comparable documents that include the number of employees, the county and state wherein the employees reside and their occupation.

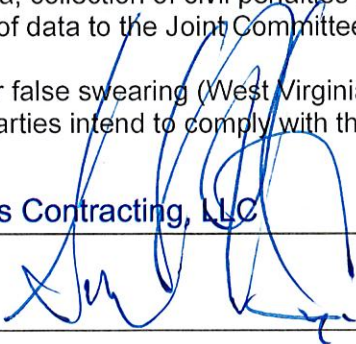
(c) The Division of Labor shall compile the information required by this section and submit it annually to the Joint Committee on Government and Finance by the fifteenth day of October. The joint committee may forward these reports to the Legislative Auditor to review and make comments regarding the usefulness of the information collected and to suggest changes to the division's method of reporting to ensure the information collected will prove useful in evaluating the effectiveness of the provisions of this article.

(d) Each public authority has the duty to implement the reporting requirements of this article. Every public improvement contract or subcontract let by a public authority shall contain provisions conforming to the requirements of this article.

(e) The Division of Labor is authorized to establish procedures for the efficient collection of data, collection of civil penalties prescribed in section six of this article and transmittal of data to the Joint Committee on Government and Finance.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties intend to comply with the requirements of WV Code Article 21-1C.

Vendor's Name Veritas Contracting, LLC

Authorized Signature  Date 09/12/23

LOW BIDDER'S FINANCIAL RESPONSIBILITY AFFIDAVIT

State of West Virginia

County of Marion

The undersigned Chief Executive Officer (or local manager or executive when your Company operates in more than one State) of Veritas Contracting, LLC (the "Company"), swear under penalty of perjury, that the following statements are true:

1. The Company is current in all of its tax payments, including federal withholding taxes, except as disclosed in writing in an attachment to this affidavit.
2. There are no liens filed by the Company's subcontractors or suppliers, regardless of tier, on the Company's projects in the State of West Virginia, except as disclosed in writing in an attachment to this affidavit.
3. During the last three (3) years, no Owner or Owner's representative has given the Company notice of default with respect to any Project in the State of West Virginia, except as disclosed in writing in an attachment to this affidavit.
4. The Company's surety bonding company has an A.M. Best rating of A- or higher, except as disclosed in writing in an attachment to this affidavit.
5. He or she is not aware of any claim, potential claim, liability, or potential liability that could adversely affect the ability of the Company to complete the Owner's project, except as disclosed in writing in an attachment to this affidavit.

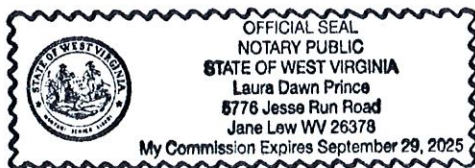
Signature

09/12/2023

Date

Sworn to before me, a notary public, by Samuel O. Proctor

on 12th day of September 2023.



Laura D. Prince
Notary Public

My Commission Expires:

September 29th, 2025

No Debt Affidavit

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded under this article 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 as defined in this section and the debt owed is amount greater than five thousand dollars in the aggregate.

Definitions:

“Debt” means any assessment, penalty, fine, tax or other amount of money owed to the state because of a judgment, fine, permit, violation, license assessment, penalty or other assessment presently due and required to be paid to the state or any of its political subdivisions, including any interest or additional accrued thereon;

“Debtor” means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions;

“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.

Exception:

The prohibition does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the West Virginia Code, worker's 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.

Under penalty of law for false swearing (West Virginia Code §61-5-3), it is hereby certified that the bidder and all related parties do not owe any debts or, if a debt is owed, that the provisions of the exception clause (above) apply.

Vendor's Name: Veritas Contracting, LLC

Authorized Signature [Signature] Date 09/12/2023

Sworn to before me, a notary public, by Samuel O. Proctor

on 12th day of September 2023.

Laura D. Prince My Commission Expires: September 29th, 2025
Notary Public

