



West Virginia Purchasing Division

2019 Washington Street, East
Charleston, WV 25305
Telephone: 304-558-2306
General Fax: 304-558-6026
Bid Fax: 304-558-3970

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: 262619

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0310

Vendor ID: 000000189279

SO Doc ID: DNR1700000025

Legal Name: FPS BUILDING & DEVELOPMENT INC

Published Date: 12/20/16

Alias/DBA:

Close Date: 1/5/17

Total Bid: \$161,650.00

Close Time: 13:30

Response Date: 01/04/2017

Status: Closed

Response Time: 14:58

Solicitation Description: Addendum No.03;Twin Falls-Repairs to Floor,Retaining Wall

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 : 262619

Solicitation Description : Addendum No.03;Twin Falls- Repairs to Floor,Retaining Wall

Proc Type : Central Purchase Order

| Date issued | Solicitation Closes | Solicitation Response | Version |
|-------------|------------------------|------------------------------|---------|
| | 2017-01-05 13:30:00 | SR 0310 ESR01041700000003058 | 1 |

| VENDOR |
|--|
| 000000189279 FPS BUILDING & DEVELOPMENT INC |

Solicitation Number: CRFQ 0310 DNR1700000025

Total Bid : \$161,650.00 **Response Date:** 2017-01-04 **Response Time:** 14:58:42

Comments:

FOR INFORMATION CONTACT THE BUYER
 Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

| | | |
|-------------------|--------|------|
| Signature on File | FEIN # | DATE |
|-------------------|--------|------|

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 | Base Bid | | | | \$159,400.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000 | | | |

Extended Description : Base Bid consists of the demolition of the existing kitchen floor and the installation of a new kitchen floor. The installation of a temporary kitchen facility to serve during construction and the removal and proper disposal of the temporary kitchen at the completion of construction. Repairs to the concrete parapet beams around the perimeter of the lodge. The installation of a retaining wall system at the southeast corner of the lodge. The project also includes other incidental construction as detailed by the bidding documents.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--|----------|------------|-------------|-----------------------------|
| 2 | Unit Price for additional concrete work if necessary | 10.00000 | SF | \$25.000000 | \$250.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000 | | | |

Extended Description : To provide a unit price per the removal of one (1) square feet of damaged concrete topping material down to the concrete plank below and the installation of one (1) square feet of new concrete topping material with 6x6 - Wire Gauge 2.0 x Wire Gauge 2.0 Welded Wire Fabric in the same area and to a depth matching the surrounding topping material to remain. Bid Scenario based upon replacement of 10 sq.ft.

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|------------------|-----|------------|------------|-----------------------------|
| 3 | Alternate No. 01 | | | | \$2,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000 | | | |

Extended Description : Additive Alternate No. 01 Project Manual Section 012300-1 - Contractor shall provide a complete Hubbellite 100, seamless, sanigenic, slip-resistant kitchen floor finish system with integral cove base by Hubbellite America, Inc., or an approved equal, in lieu of installing new quarry tile and cove base in the designated kitchen area Contractor shall provide transition strips between new floor finish and all adjacent product information.



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 262619

Doc Description: Addendum No.03;Twin Falls- Repairs to Floor,Retaining Wall

Proc Type: Central Purchase Order

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|------------------------|-------------------------|---------|
| 2016-12-20 | 2017-01-05 13:30:00 | CRFQ 0310 DNR1700000025 | 4 |

BID RECEIVING LOCATION

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

VENDOR

Vendor Name, Address and Telephone Number:

*FPS Building + Development, Inc
 1065 Ritter Drive
 Beaver, WV 25813*

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X

FEIN #

DATE

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

ADDITIONAL INFORMATION:

Addendum

Addendum No.03 is issued to publish and distribute the attached information to the vendor community.

Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Natural Resources, Parks and Recreation Section, to establish a contract for the repairs to floor, beams, and retaining wall at Twin Falls State Park Lodge located at Mullens, West Virginia, per the attached specifications and terms and conditions as attached to the solicitation.

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US | | SUPERINTENDENT DIVISION OF TOURISM & PARKS TWIN FALLS RESORT STATE PARK RR 97 MULLENS WV 25882-0667 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------|-----|------------|---------------|---------------|
| 1 | Base Bid | 1 | LS | \$ 159,400.00 | \$ 159,400.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000 | | | |

Extended Description :

Base Bid consists of the demolition of the existing kitchen floor and the installation of a new kitchen floor. The installation of a temporary kitchen facility to serve during construction and the removal and proper disposal of the temporary kitchen at the completion of construction. Repairs to the concrete parapet beams around the perimeter of the lodge. The installation of a retaining wall system at the southeast corner of the lodge. The project also includes other incidental construction as detailed by the bidding documents.

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US | | SUPERINTENDENT DIVISION OF TOURISM & PARKS TWIN FALLS RESORT STATE PARK RR 97 MULLENS WV 25882-0667 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--|----------|------------|------------|-------------|
| 2 | Unit Price for additional concrete work if necessary | 10.00000 | SF | \$ 25.00 | \$ 250.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000 | | | |

Extended Description :

To provide a unit price per the removal of one (1) square feet of damaged concrete topping material down to the concrete plank below and the installation of one (1) square feet of new concrete topping material with 6x6 - Wire Gauge 2.0 x Wire Gauge 2.0 Welded Wire Fabric in the same area and to a depth matching the surrounding topping material to remain. Bid Scenario based upon replacement of 10 sq.ft.

| INVOICE TO | | SHIP TO | |
|--|--|---|--|
| DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US | | SUPERINTENDENT DIVISION OF TOURISM & PARKS TWIN FALLS RESORT STATE PARK RR 97 MULLENS WV 25882-0667 US | |

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|------------------|-----|------------|-------------|-------------|
| 3 | Alternate No. 01 | 1 | LS | \$ 2,000.00 | \$ 2,000.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 72000000 | | | |

Extended Description :

Additive Alternate No. 01 Project Manual Section 012300-1 - Contractor shall provide a complete Hubbellite 100, seamless, sanigenic, slip-resistant kitchen floor finish system with integral cove base by Hubbellite America, Inc., or an approved equal, in lieu of installing new quarry tile and cove base in the designated kitchen area Contractor shall provide transition strips between new floor finish and all adjacent product information.

| | | | |
|----------------------|--------------------------------|--|------------------------------|
| DNR1700000025 | Document Phase Final | Document Description Addendum No.03;Twin Falls- Repairs to Floor,Retaining Wall | Page 4 of 4 |
|----------------------|--------------------------------|--|------------------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

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

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

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

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

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

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

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

- (2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- (3) The average number of employees in connection with the construction on the public improvement;
- (4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

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

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

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

The following terms used in this section have the meaning shown below.

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

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

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

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, it must be noted on the subcontractor list. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid. This provision does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

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

i. Bidder's name

ii. Name of each subcontractor performing more than \$25,000 of work on the project.

iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.

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

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

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

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

- i. The subcontractor listed in the original bid has filed for bankruptcy;
- ii. The subcontractor in the original bid has been debarred or suspended; or
- iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: FPS Building + Development, Inc

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. |
|--------------------|---|
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Attach additional pages if necessary

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

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 | <input type="checkbox"/> Addendum No. 7 |
| <input checked="" 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 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.

FPS Building + Development, Inc
Company

[Signature]
Authorized Signature

1-8-17
Date

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

REQUEST FOR QUOTATION
Repairs to Floor, Beams and Retaining Wall
WVDNR Twin Falls Resort State Park Lodge
Mullens, WV

28

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Division of Natural Resources, Parks and Recreation Section, to establish a contract for the repairs to floor, beams, and retaining wall at Twin Falls State Park Lodge located at Mullens, West Virginia.

The project consists of the following:

Renovations to the existing building include but are not limited to: The demolition of the existing kitchen floor and the installation of a new kitchen floor. The installation of a temporary kitchen facility to serve during construction and the removal and proper disposal of the temporary kitchen at the completion of construction. Repairs to the concrete parapet beams around the perimeter of the lodge. The installation of a retaining wall system at the southeast corner of the lodge. The project also includes other incidental construction as needed and described in the construction documents. The work to be performed as required by these Contract Documents is further described in the plans and specifications. This document is intended to supplement information provided in the standard "Request for Quotation" and "General Terms and Conditions" issued by the Purchasing Division for this project. Vendors shall carefully review all documents.

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 renovations to the existing building located at Twin Falls Lodge as more fully described in these specifications and the Specifications/Project Manual.
 - 2.2 **"Pricing Page"** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 **"Solicitation"** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 **"Specifications/Project Manual"** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.

REQUEST FOR QUOTATION
Repairs to Floor, Beams and Retaining Wall
WVDNR Twin Falls Resort State Park Lodge
Mullens, WV

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 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 vendor 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.
 - Vendor is to submit the Pricing Page with their submitted bid response
 - 5.1 In addition to the list of Subcontractors required as part of the Purchasing Division's Centralized Request for Quotation [see Additional Terms and Conditions (Construction Contracts Only), Item 5], the Successful Vendor shall submit a listing of all subcontractors and all major equipment/ material suppliers (along with the contractor's license number for each subcontractor as required by the "West Virginia Contractor Licensing Act") proposed for each major branch of work, to the Owner within ten (10) business days after award of the Contract. Only one subcontractor or equipment/material supplier may be listed for each area of work.
6. **SELECTION OF ALTERNATES:** If the Pricing Pages may contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

REQUEST FOR QUOTATION
Repairs to Floor, Beams and Retaining Wall
WVDNR Twin Falls Resort State Park Lodge
Mullens, WV

- 7.1 The Successful Vendor, as a condition of the Contract, agrees that all Work is to be Complete three hundred sixty five (365) calendar days by the Final Completion Date established by the Centralized Request for Quotation and the issuance of the Notice to Proceed. See General Conditions, Item 3.
8. **PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below. In the event that any information contained in this (or any other) Section of the Project Manual is in conflict with West Virginia State Law and/or Purchasing Division rules, policies, and procedures, the State's law, rules, policies and procedures prevail.
- 8.1 Vendors may obtain complete sets of the plans and specifications of the Bidding Documents by contacting:

Chapman Technical Groups
200 Sixth Avenue
St. Albans, WV 25177
Cost of Plans: \$50

Plans and Specifications may be examined at the following locations:

Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074

Pittsburg Builders Exchange
1813 N. Franklin Street
Pittsburg, PA 15233
Phone: 412-922-4200
Fax: 412-928-9406

Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014

Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126

REQUEST FOR QUOTATION
Repairs to Floor, Beams and Retaining Wall
WVDNR Twin Falls Resort State Park Lodge
Mullens, WV

31

Parkersburg Marietta Contractors Association
2905 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622

Ohio Valley Construction Employers Council
21 Armory Drive
Wheeling, WV 26003
Phone: 304-242-0520
Fax: 304-242-7261

- 8.2 Vendors shall use complete sets of Bidding Documents in preparing Bids: neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 8.3 The Owner and Architect make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.
- 8.4 The agency is not permitted to discuss this solicitation with vendors. All communication regarding the solicitation must be directed to the Purchasing Division until an award has been made
9. **SUBSTITUTIONS:** Any requests for substitutions must be submitted in accordance with the official question and answer period by the vendor question deadline.
- 9.1 Vendor's submitting substitution request must submit product brochures and product specifications during the technical question submission period and before the question deadline. Requests for approval of substitutions must be addressed to and received by the Project Manager at the Division of Natural Resources, c/o Guy Nisbet, Buyer Supervisor, Purchasing Division, 2019 Washington Street, East, Charleston, WV 25305, and to be given consideration must be received by the Vendor question submission deadline as specified in the Terms and Conditions.

Substitutions of materials, products or equipment for those items specified will be considered only when a written request is accompanied by suitable documentation to demonstrate that the product is equal and appropriate for use in this particular installation. Suitable documentation may include, but is not limited to, the following:

- Detailed comparison of significant qualities of proposed substitution with those of the work specified. This comparison shall be specific to each feature of the original product. Submission of product literature alone, without a written item

REQUEST FOR QUOTATION
Repairs to Floor, Beams and Retaining Wall
WVDNR Twin Falls Resort State Park Lodge
Mullens, WV

32

by item comparison of the significant qualities of each product may not be considered a complete submission.

- Product Data, including drawings and descriptions of products of and fabrication and installation procedures. All furnished data must be manufacture's original product data information.
- Samples, where applicable or requested.
- Lists of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
- Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- Research /evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction if applicable.
- Vendor's certification that proposed substitution complies with requirements in the bidding documents and is appropriate for the applications indicated.
- Written request for approval of the substitution on company letter head transmitting the aforementioned information and addressing any item not included.

Any request not including sufficient information may be considered incomplete. Incomplete requests will be rejected. The Agency has no obligation to request additional information in order to consider the request. Approved requests will be set forth in Addenda issued in accordance with the purchasing division. All addenda so issued shall become part of the Contract Documents.

All references in the Project Manual, Drawings, and Plans to brand or manufacturer specific items are included only to establish a quality level for materials, products or equipment provided to fulfill the Contract, and thus should be considered to be followed by the words, "or Equal".

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

- 10.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 10.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 10.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

REQUEST FOR QUOTATION
Repairs to Floor, Beams and Retaining Wall
WVDNR Twin Falls Resort State Park Lodge
Mullens, WV

33

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

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

11. MISCELLANEOUS:

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: Soshua Conway

Telephone Number: 304-222-3831

Fax Number: 888-753-4546

Email Address: fpsbd.wv@gmail.com

EXHIBIT A - PRICING PAGE
Twin Falls Repairs to Floor, Beams and Retaining Wall

Name of Vendor:

FPS Building + Development, Inc

Address of Vendor:

1065 Ritter Dr.
Beaver, WV 25813

Phone Number of Vendor:

304-222-3831

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of the demolition of the existing kitchen floor and the installation of a new kitchen floor. The installation of a temporary kitchen facility to serve during construction and the removal and proper disposal of the temporary kitchen at the completion of construction. Repairs to the concrete parapet beams around the perimeter of the lodge. The installation of a retaining wall system at the southeast corner of the lodge. The project also includes other incidental construction as detailed by the bidding documents. The total of all items shall be summarized as the **Total Base Bid** in the space indicated below.

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in figures.

\$ 159,400.00

Total Base Bid: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

one hundred fifty nine thousand four hundred dollars and zero cents

EXHIBIT A – PRICING PAGE
Twin Falls Repairs to Floor, Beams and Retaining Wall

Unit Price

Provide a unit price per the removal of 1 square feet of damaged concrete topping material, down to the concrete plank below and the installation of 1 square feet of new concrete topping material with 6x6 – W2.0 x W2.0 WWF in the same area and to a depth matching the surrounding topping material to remain. (Bid Scenario Unit Price Price per Sq. ft. multiplied by Estimated Quantity Equals Extended Cost).

Unit Price:

| Item | Description | Unit of Measure | Unit Cost | Estimated Quantity | Extended Cost |
|------|--|-----------------|-----------|--------------------|---------------|
| 2 | Removal of the damaged concrete topping material, down to the concrete plank below and the installation of new concrete topping material with 6x6 – W2.0 x W2.0 WWF in the same area and to a depth matching the surrounding topping material to remain. | per Sq. Ft. | \$25.00 | 10 | \$250.00 |

Unit Price shall be used solely for the negotiations of any requested Change Orders subsequent to the award of the Contract. Any contract issued as a result of this bid will contain the amount of the base bid and any approved alternates. In the event of a difference between the written bid amount and the number bid amount, the written amount shall govern.

Line item two is for additional removal of damaged concrete topping materials and installation of new materials per specifications for any unforeseen damage beyond the original scope of this solicitation. This will be addressed by change order issued by the West Virginia Division of Purchasing.

The bid will be evaluated on the cost of the base bid plus the cost of 10 square feet for removing the damaged concrete topping material and installation of new concrete topping material, however, **the contract will be awarded on base bid only.**

Definition: W indicates Wire Gauge and WWF indicates Welded Wire Fabric.

TOTAL BID AMOUNT: \$159,650.00

(Total Base Bid (plus) Unit Price Extended Cost Amount)

Alternate#1: Seamless Trowel Applied Flooring in lieu of Quarry Tile.

The following Alternate Bid Items are not to be included in the Base Bid. If the Alternate is selected by the Owner, the work described in the Alternate shall be added to the Contract and the amount indicated for the Alternate shall be added to the Base Bid. The cost for each alternate is the net addition to the Base Bid to add the alternate to the Work. No other adjustments shall be made to the Base Bid or Contract amount. Vendor shall provide a complete Hubbellite 100, seamless, sanigenic, slip-resistant kitchen floor finish system with integral cove base by Hubbellite America, Inc. or equal, in lieu of installing new quarry tile and cove base in the designated kitchen area. Contractor shall provide transition strips between new floor finish and all adjacent floor finishes. See Appendix – A, at back of project manual for additional product information.

Alternate # 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in numbers.

\$ 2,000.00

Alternate # 1: Lump sum for all labor, materials, and equipment as stipulated in the Bidding Documents, written in words.

two thousand dollars and zero cents

WV-75
Created 07/18/12



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

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

Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

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

One BID

bond with bond number 71861668

for FPS Building & Development, Inc.
as Principal in the penalty amount not to exceed: \$ 8,250.00

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

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

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its
Vice President with the corporate seal affixed this 4th day of January,
2017

ATTEST

A. Viator
A. Viator, Assistant Secretary

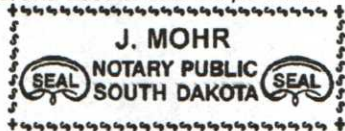
WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Vice President



STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 4th day of January, 2017, before me, a Notary Public, personally appeared
Paul T. Bruflat and A. Viator

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President
and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the
voluntary act and deed of said Corporation.



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

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Bid Bond No. 71861668

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, FPS Building & Development, Inc.
of 1065 Ritter Drive, Beaver, WV 25813, as Principal, and Western Surety Company
of 101 S. Reid St., Ste. 300, Sioux Falls, SD 57103, a corporation organized and existing under the laws of the State of
South Dakota with its principal office in the City of Sioux Falls, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of Eight Thousand Two Hundred Fifty (\$ 8,250.00) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Repair floor, beams, and retaining wall
DNR1700000025

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 Obligees 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 4th day of January, 2017.

Principal Seal



FPS Building & Development, Inc.
(Name of Principal)
By _____
(Must be President, Vice President, or
Duty Authorized Agent)
President
(Title)

Western Surety Company
(Name of Surety)
Jessica M. Griffin
Attorney-in-Fact Jessica M. Griffin

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.



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

STATE OF WEST VIRGINIA,

COUNTY OF Raleigh, TO-WIT:

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

1. I am an employee of FPS Building + Development, Inc; and,
(Company Name)
2. I do hereby attest that FPS Building + Development, Inc
(Company Name)

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

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

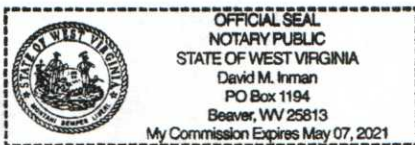
Printed Name: Joshua Conway

Signature: [Handwritten Signature]

Title: President

Company Name: FPS Building + Development, Inc

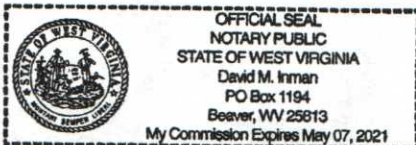
Date: 1/3/2017



Taken, subscribed and sworn to before me this 13th day of JANUARY, 2017.

By Commission expires MAY 07, 2021

(Seal)



[Handwritten Signature]
(Notary Public)

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: FPS Building + Development, Inc

Authorized Signature: [Signature] Date: 11/3/2017

State of WV

County of RALEIGH, to-wit:

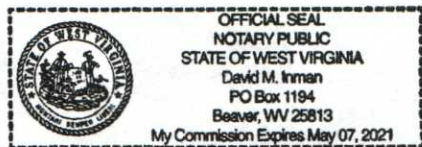
Taken, subscribed, and sworn to before me this 3RD day of JANUARY, 2017.

My Commission expires MAY 07, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 08/01/2015)



CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV049898

Classification:

GENERAL BUILDING
GENERAL ENGINEERING

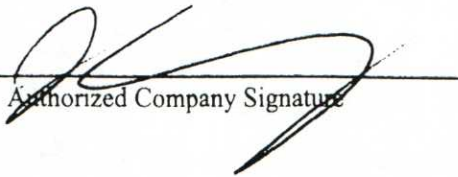
FPS BUILDING & DEVELOPMENT INC
DBA FPS BUILDING & DEVELOPMENT INC
PO BOX 97
PROSPERITY, WV 25909

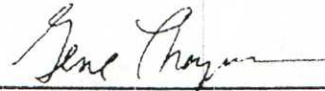
Date Issued

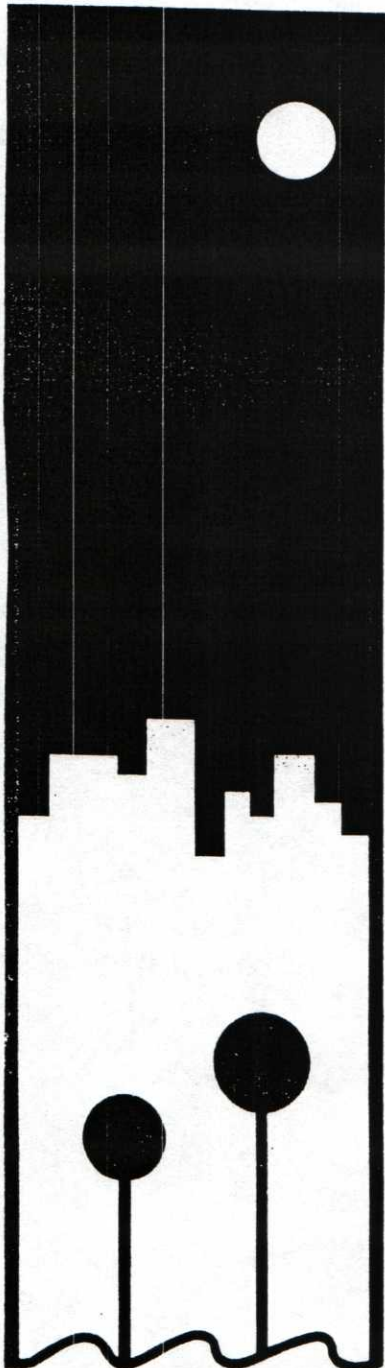
Expiration Date

AUGUST 30, 2016

AUGUST 30, 2017


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.

**WEST VIRGINIA
STATE TAX DEPARTMENT
BUSINESS REGISTRATION
CERTIFICATE**

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

BUSINESS REGISTRATION ACCOUNT NUMBER: **2270-2968**

This certificate is issued on: 05/9/2014

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

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

This certificate is not transferrable and must be displayed at the location for which issued.
This certificate shall be permanent until cessation of the business for which the certificate of registration
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | |
|----------|--|--------------------------------------|-------------------------------|--------|
| PRODUCER | Shelton Insurance 1136 Ritter Drive PO Box 745 Daniels WV 25832 | CONTACT NAME: | | |
| | | PHONE (A/C, No, Ext): (304) 252-6504 | FAX (A/C, No): (304) 252-6562 | |
| INSURED | FPS Building & Development, Inc 1065 Ritter Dr Beaver WV 25813- | E-MAIL ADDRESS: | | |
| | | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | | INSURER A: | Ohio Casualty Group | 24082 |
| | | INSURER B: | | |
| | | INSURER C: | | |
| | | INSURER E: | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER: | | | | | |
| A | AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS | | BAS57317704 | 05/13/2016 | 05/13/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | DED RETENTION \$ | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

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

CERTIFICATE HOLDER

CANCELLATION

No holders

Division of Natural Resources

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cristina Bernick

© 1988-2014 ACORD CORPORATION. All rights reserved.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER Roop Insurance & Financial Svcs PO BOX 989 Crab Orchard, WV 25827 | CONTACT NAME PHONE (A/C No, Ext) 304-255-5720 FAX (A/C, No) 304-255-5751 E-MAIL ADDRESS jroop5@hotmail.com |
| INSURER(S) AFFORDING COVERAGE | |
| INSURED | INSURER A |
| FPS Building and Development Inc 1065 Ritter Drive Daniels, WV 25832 | American Mining Insurance Company 26727 |
| | INSURER B |
| | Arch Insurance 21199 |
| | INSURER C |
| | INSURER D |
| INSURER E | INSURER F |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADOL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------------------------------------|----------|---------------|-------------------------|-------------------------|---|
| B | GENERAL LIABILITY | X | Y | AGL002880700 | 07/13/16 | 07/13/17 | EACH OCCURRENCE \$ 2,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 1,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | PERSONAL & ADV INJURY \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | PRODUCTS - COMPI/OP AGG \$ 2,000,000 |
| | ANY AUTO | | | | | | PROPERTY DAMA \$ 2,000,000 |
| | ALL OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | HIRED AUTOS | | | | | | BODILY INJURY (Per person) \$ |
| | SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) \$ |
| | NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB | | | | | | \$ |
| | EXCESS LIAB | | | | | | EACH OCCURRENCE \$ |
| | DED | | | | | | AGGREGATE \$ |
| | RETENTION \$ | | | | | | \$ |
| a | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | wc4747024160 | 02/03/16 | 02/03/17 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | <input checked="" type="checkbox"/> n | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |

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

| | |
|--|--|
| CERTIFICATE HOLDER Division of Natural Resources | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|