

Solicitation Response(SR) Dept: 0310 ID: ESR1018170000001647 Ver.: 1 Function: New Phase: Final

Modified by batch , 10/18/2017

Header 10



General Information Contact Default Values Discount Document Information

<b>Procurement Folder:</b> 374724	<b>SO Doc Code:</b> ARFQ
<b>Procurement Type:</b> Agency Contract - Fixed Amt	<b>SO Dept:</b> 0310
<b>Vendor ID:</b> 000000201501	<b>SO Doc ID:</b> DNR1800000007
<b>Legal Name:</b> ORDERS CONSTRUCTION COMPANY IN	<b>Published Date:</b> 9/28/17
<b>Alias/DBA:</b>	<b>Close Date:</b> 10/18/17
<b>Total Bid:</b> \$463,780.00	<b>Close Time:</b> 13:30
<b>Response Date:</b> 10/18/2017	<b>Status:</b> Closed
<b>Response Time:</b> 11:57	<b>Solicitation Description:</b> Addendum No. 01 Palestine Fish Hatchery - Dam Repairs
	<b>Total of Header Attachments:</b> 10
	<b>Total of All Attachments:</b> 10



State of West Virginia  
Request For Quotation

Procurement Folder : 374724

Document Description : Addendum No. 01 Palestine Fish Hatchery - Dam Repairs

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-09-28	2017-10-18 13:30:00	ARFQ 0310 DNR1800000007	2	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone Orders Construction Company, Inc. PO Box 1448 St. Albans, WV 25177 Phone: 304-722-4237

Contractor's License: WV000007



FOR INFORMATION CONTACT THE

Angela W Negley  
(304) 558-3397  
angela.w.negley@wv.gov

John H. Persum, Jr.

Signature X

FEIN # 55-0487806

DATE 10/18/2017

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

**ADDITIONAL INFORMATION:**

Addendum

Addendum No.01 is issued to publish and distribute the attached information to the Vendor Community.

\*\*\*\*\*

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE		DIVISION OF NATURAL RESOURCES PALESTINE HATCHERY	
SOUTH CHARLESTON	WV25305	ELIZABETH	WV 26143
US		US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Hatchery Dam Repairs	1	LS	\$463,780 <sup>00</sup>	\$463,780 <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
21111601			

**Extended Description**

Vendor to enter Total Bid Amount on OASIS commodity line and attach or submit Pricing Sheet before bid opening date and time.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting 11:00 am	2017-09-27
2	Technical Question Deadline 9:00 am	2017-10-02

DNR180000007	<b>Document Phase</b> Final	<b>Document Description</b> Addendum No. 01 Palestine Fish Hatchery - Dam Repairs	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions



State of West Virginia  
Request For Quotation

Procurement Folder : 374724

Document Description : Palestine Fish Hatchery - Dam Repairs

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2017-09-11	2017-10-18 13:30:00	ARFQ 0310 DNR1800000007	1	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone Orders Construction Company, Inc. PO Box 1448 St. Albans, WV 25177 Phone: 304-722-4237

*Contractor's license # WV 000007*



FOR INFORMATION CONTACT THE

Angela N Negley  
(304) 558-3397  
angela.w.negley@wv.gov

Signature X

*John H. Persun, Jr.*

FEIN # 55-0487806

DATE 10/18/2017

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

Date Printed : Sep 11, 2017 Solicitation Number : DNR1800000007

Page : 1

FORM ID : WV-PRC-ARFQ-001

*John H. Persun, Jr., Vice President*



INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		DIVISION OF NATURAL RESOURCES PALESTINE HATCHERY ELIZABETH WV 26143 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Hatchery Dam Repairs	1	LS	\$463,780 <sup>00</sup>	\$463,780 <sup>00</sup>

Commodity Code	Manufacturer	Model #	Specification
21111601	N/A		

**Extended Description**

Vendor to enter Total Bid Amount on OASIS commodity line and attach or submit Pricing Sheet before bid opening date and time.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting 11:00 am	2017-09-27
2	Technical Question Deadline 9:00 am	2017-10-02

DNR180000007	<b>Document Phase</b> Final	<b>Document Description</b> Palestine Fish Hatchery - Dam Repairs	<b>Page 3</b> of 3
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions





**GENERAL TERMS AND CONDITIONS:**  
**West Virginia Division of Natural Resources**  
**Agency Delegated Procurements Over \$25,000**

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

\_\_\_\_\_  
(Name, Title)  
John H. Persun, Jr., Vice President  
\_\_\_\_\_  
(Printed Name and Title)  
PO Box 1448, St. Albans, WV 25177  
\_\_\_\_\_  
(Address)  
304-722-4237/304-201-2405  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
johnp@ordersconstruction.com  
\_\_\_\_\_  
(email address)

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

Orders Construction Company, Inc.  
\_\_\_\_\_  
(Company)

*John H. Persun, Jr.*  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

John H. Persun, Jr.      *VICE PRESIDENT*  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

10/18/2017  
\_\_\_\_\_  
(Date)

304-722-4237/304-201-2405  
\_\_\_\_\_  
(Phone Number) (Fax Number)



**GENERAL TERMS AND CONDITIONS:  
West Virginia Division of Natural Resources  
Agency Delegated Procurements Over \$25,000**

**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 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 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.

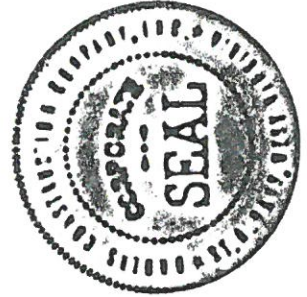
Orders Construction Company, Inc.

Company

John H. Persun, Jr.  
Authorized Signature John H. Persun, Jr.

10/18/2017

Date



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

REQUEST FOR QUOTATION  
Dam Repairs  
Palestine State Fish Hatchery  
Elizabeth, WV

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- 8.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 8.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 8.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 8.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 8.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**II. MISCELLANEOUS:**

- a. **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: John H. Persun, Jr.

Telephone Number: 304-722-4237

Fax Number: 304-201-2405

Email Address: johnp@ordersconstruction.com



**BID FORM**  
**PALESTINE FISH HATCHERY RESERVOIR DAM REPAIR - REV. 1.0**  
 Prepared By: Civil Tech Engineering, Inc.  
 April 18, 2017

ITEM	DESCRIPTION	BID			
		QUANTITY	UNIT	COST/UNIT	EXTENDED PRICE (\$)
1.0	MOB/DEMOB (Max. 10% of Contract)	1.0	LS	\$46,000 <sup>00</sup>	\$46,000 <sup>00</sup>
2.0	SURVEYING (Max. 5% of Contract)	1.0	LS	\$23,000 <sup>00</sup>	\$23,000 <sup>00</sup>
3.0	QUALITY CONTROL TESTING (Max. 5% of Contract)	1.0	LS	\$23,000 <sup>00</sup>	\$23,000 <sup>00</sup>
4.0	EROSION AND SEDIMENT CONTROL	1.0	LS	\$25,000 <sup>00</sup>	\$25,000 <sup>00</sup>
5.0	SEEDING, FERTILIZING, & MULCHING	1.0	LS	\$10,000 <sup>00</sup>	\$10,000 <sup>00</sup>
6.0	CLEARING AND GRUBBING	1.0	LS	\$50,000 <sup>00</sup>	\$50,000 <sup>00</sup>
7.0	DEMOLITION	1.0	LS	\$40,000 <sup>00</sup>	\$40,000 <sup>00</sup>
8.1	ROCK FILL	2975.0	TN	\$53. <sup>00</sup>	\$157,675 <sup>00</sup>
8.2	GEOTEXTILE	1500.0	SY	2. <sup>50</sup>	\$3,750 <sup>00</sup>
9.0	DRAIN AND FILL SYSTEM COMPLETE	1.0	LS	\$52,000 <sup>00</sup>	\$52,000 <sup>00</sup>
10.0	DEWATERING AND WATER CONTROL	1.0	LS	\$12,700 <sup>00</sup>	\$12,700 <sup>00</sup>
11.0	EXCAVATION	1350.0	CY	\$15. <sup>30</sup>	\$20,655 <sup>00</sup>

BID PRICE

\$ 463,780<sup>00</sup>



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Orders Construction Company, Inc.  
of St. Albans, 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  
MD 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  
Palestine Fish Hatchery-Dam Repairs

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 18th day of October, 2017.



Orders Construction Company, Inc.

(Name of Principal)

By John A. Pearson, Jr.  
(Must be President, Vice President, or  
Duly Authorized Agent)

VICE PRESIDENT  
(Title)



Fidelity and Deposit Company of Maryland  
(Name of Surety)

By: Kimberly L. Miles  
Kimberly L. Miles, Licensed WV Resident Agent 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.**

**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **DAVID MCVICKER, 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 **Andrew K. TEETER, Kimberly L. MILES, Douglas P. TAYLOR, Kimberly S. BURDETTE, Christopher A. MICHEL, Tammy S. SELBE and Jaime L. CARPENTER, all of Charleston, West Virginia, EACH** 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 15th day of September, A.D. 2017.

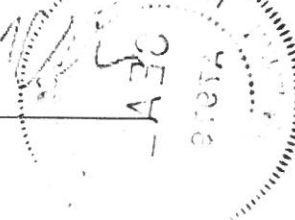
ATTEST:

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



By:   
Secretary  
Michael McKibben

  
Vice President  
David McVicker



State of Maryland  
County of Baltimore

On this 15th day of September, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **DAVID MCVICKER, Vice President, and MICHAEL MCKIBBEN, 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.





Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**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 18th day of October, 20 17.



Michael Bond, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:**

Zurich American Insurance Co.  
Attn: Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

**Contract Identification:**

Contract Number: DNR1800000007

Contract Purpose: Palestine Fish Hatchery - Dam Repairs

Agency Requesting Work: Division of Natural Resources

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

- Information indicating the education and training service to the requirements of *West Virginia Code* § 21-1D-5 was provided;
- Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- Average number of employees in connection with the construction on the public improvement;
- Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

**Vendor Contact Information:**

Vendor Name: Orders Construction Company, Inc.

Vendor Telephone: 304-722-4237

Vendor Address: PO Box 1448

Vendor Fax: 304-201-2405

St. Albans, WV 25177

Vendor E-Mail: johnp@ordersconstruction.com



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

STATE OF WEST VIRGINIA,

COUNTY OF Kanawha, TO-WIT:

I, John H. Persun, Jr., after being first duly sworn, depose and state as follows:

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

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

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



Printed Name: John H. Persun, Jr.

Signature: John H. Persun, Jr.

Title: Vice President

Company Name: Orders Construction Company, Inc.

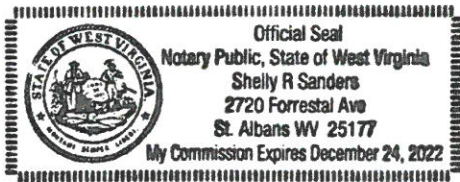
Date: 10/18/2017

Taken, subscribed and sworn to before me this 18th day of October, 2017.

By Commission expires December 24, 2022

(Seal)

Shelly R Sanders  
(Notary Public)





STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name Orders Construction Company, Inc.

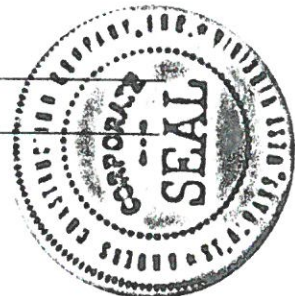
Authorized Signature John H. Persun, Jr. Date 10/18/2017  
John H. Persun, Jr., Vice President

State of West Virginia

County of Kanawha, to-wit

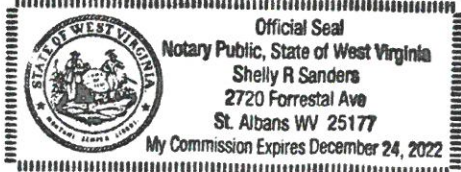
Taken, subscribed, and sworn to before me this 18th day of October, 2017.

My Commission expires December 24, 2022.



AFFIX SEAL HERE

NOTARY PUBLIC



Shelly Sanders

Purchasing Affidavit (Revised 07/07/2017)

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV000007

**Classification:**

GENERAL ENGINEERING  
SPECIALTY


ORDERS CONSTRUCTION COMPANY INC  
DBA ORDERS CONSTRUCTION COMPANY INC  
501 6TH AVENUE POST OFFICE BOX 1448  
ST ALBANS, WV 25177-2842

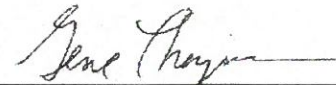
**Date Issued**

**Expiration Date**

AUGUST 02, 2017

AUGUST 02, 2018

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
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