



**State of West Virginia  
Request For Quotation  
Construction**

**Procurement Folder :** 507236

**Document Description :** Holly River SP Group 2 Cabin Rehabilitation and Renovation

**Procurement Type :** Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-10-17	2018-11-20 13:30:00	ARFQ 0310 DNR1900000046	1	Draft

SUBMIT RESPONSES TO:		VENDOR	
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON US		WV	25303-1228  <i>K2L Builders LLC            2883 Beechtown Rd            French Creek WV 26218            (304) 642-5284</i>

**FOR INFORMATION CONTACT THE**  
 Angela W Negley  
 (304) 558-3397  
 angela.w.negley@wv.gov

**Signature X** *Jon J. Gay* **FEIN #** *02-0734077* **DATE** *11/15/2018*

**ADDITIONAL INFORMATION:**

The West Virginia Division of Natural Resources is soliciting bids to establish a contract to rehabilitate and renovated four (4) cabins at Holly River SP located in Webster County, West Virginia.

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES WEST VIRGINIA STATE PARKS 324 4TH AVE SOUTH CHARLESTON WV25303-1228 US		SUPERINTENDENT DIVISION OF NATURAL RESOURCES HOLLY RIVER STATE PARK 680 STATE PARK RD HACKER VALLEY WV 26222 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Building maintenance and repair services				

Commodity Code	Manufacturer	Model #	Specification
72101500			

**Extended Description**

Rehabilitation and renovation of four(4) cabins.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Non-Mandatory Pre-bid at 11:00 a.m., EST	2018-10-29
2	Technical Question Deadline at 9:00 a.m., EST	2018-11-08

<b>DNR1900000046</b>	<b>Document Phase</b> <b>Draft</b>	<b>Document Description</b> Holly River SP Group 2 Cabin Rehabilitation and Renovation	<b>Page 3</b> <b>of 3</b>
----------------------	---------------------------------------	--	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

**INSTRUCTIONS TO VENDORS SUBMITTING BIDS**  
**West Virginia Division of Natural Resources**  
**Agency Formal Procurements**

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall" which identify a mandatory item or requirement. Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening.

A **NON-MANDATORY** pre-bid meeting will be held at the following place and time:

Holly River SP, Anderson Building  
680 State Park Road  
Hacker Valley, WV 26222-8470  
October 29, 2018, at 11:00 A.M., EST

A **MANDATORY** pre-bid meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's e-mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.



**REQUEST FOR QUOTATION  
WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION  
HOLLY RIVER SP GROUP 2 – REHABILITATION & RENOVATION OF FOUR (4)  
CABINS**

---

**Pricing Page  
Exhibit A**

Name of Vendor:

K & L Builders LLC

Address of Vendor:

2883 Beechtown Rd.  
French Creek WV 26218

Phone Number of  
Vendor:

(304) 642-5284

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 construction of the facility and related work described in the drawings and specifications. **Total Base Bid** shall be indicated in the space below.

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

\$ 62,400.00

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

Sixty two thousand four hundred dollars and zero cents

*\*The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. \**

## **Appendix "A":**

The making of final payment shall constitute a waiver of Claims by the Agency except those arising from

- liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- failure of the Work to comply with the requirements of the Contract Documents;
- terms of special warranties required by the Contract Documents.

Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**REQUEST FOR QUOTATION**  
**WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION**  
**HOLLY RIVER SP GROUP 2 – REHABILITATION & RENOVATION OF FOUR (4)**  
**CABINS**

---

**Pricing Page**  
**Exhibit A**

**Additive Alternate 1:**

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 1** shall be indicated in the space below.

**Additive Alternate 1:**

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

# 10,595.00

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

Ten thousand five hundred ninety five dollars and zero cents.

**Additive Alternate 2:**

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 2** shall be indicated in the space below.

**Additive Alternate 2:**

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

# 21,200.00

**Additive Alternate 2:**

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

Twenty one thousand two hundred dollars and zero cents.

*\*The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. \**

**REQUEST FOR QUOTATION**  
**WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION**  
**HOLLY RIVER SP GROUP 2 – REHABILITATION & RENOVATION OF FOUR (4)**  
**CABINS**

---

**Pricing Page**  
**Exhibit A**

**Additive Alternate 3:**

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 3** shall be indicated in the space below.

**Additive Alternate 3:**

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

\$ 3,800.00

**Additive Alternate 3:**

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

Three thousand eight hundred dollars and zero cents.

**Additive Alternate 4:**

The Base Bid shall consist of construction of the facility and related work described in the drawings and specifications. **Additive Alternate 4** shall be indicated in the space below.

**Additive Alternate 4:**

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

\$ 16,800.00

**Additive Alternate 4:**

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

Sixteen thousand eight hundred dollars and zero cents.

*\*The contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. \**



Agency \_\_\_\_\_  
REQ.P.O# \_\_\_\_\_

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, K & L Builders, LLC  
of French Creek West Virginia, as Principal, and WESTERN SURETY COMPANY  
of Chicago Illinois, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Chicago, IL, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% of Amount Bid (\$ \_\_\_\_\_) 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 Holly River SP Group 2 Cabin Rehabilitation and Renovation

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 20th day of November 2018

Principal Seal

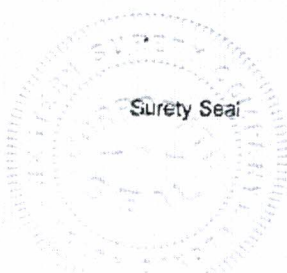
K & L BUILDERS, LLC  
(Name of Principal)

By Jon J. Day  
(Must be President, Vice President, or  
Duly Authorized Agent)

owner  
(Title)

WESTERN SURETY COMPANY  
(Name of Surety)

Linda K. Montgomery  
Attorney-in-Fact  
Linda K Montgomery



**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.**



# Western Surety Company

## POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 64418201

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Linda K Montgomery

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: K & L Builders, LLC

Obligee: State of West Virginia Division of Natural Resources

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"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."

If Bond No. 64418201 is not issued on or before midnight of February 18th, 2019, all authority conferred in this Power of Attorney shall expire and terminate.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 20th day of November, 2018.

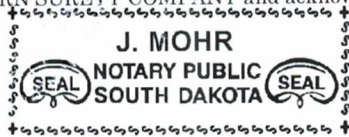
STATE OF SOUTH DAKOTA  
COUNTY OF MINNEHAHA

} ss

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 20th day of November, in the year 2018, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 20th day of November, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To  and authenticity, go to [www.cnasurety.com](http://www.cnasurety.com) > Owner/Obligee Services > Validate Bond Coverage.





**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.

Jon J. Gay owner  
(Name, Title)

Jon T. Gay owner  
(Printed Name and Title)

2883 Beechtown Rd. French Creek WV 26218  
(Address)

(304) 642-5284  
(Phone Number) / (Fax Number)

JT Gay 5284 @ yahoo.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.

K&L Builders LLC  
(Company)

Jon J. Gay owner  
(Authorized Signature) (Representative Name, Title)

Jon T. Gay owner  
(Printed Name and Title of Authorized Representative)

11/15/2018  
(Date)

(304) 642-5284  
(Phone Number) (Fax Number)



**ADDITIONAL TERMS AND CONDITIONS  
(Architectural and Engineering Contracts Only)**

**1. PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.

**2. PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Property and Procurement Office buyer by the Agency section. The Property and Procurement Office buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Property and Procurement Office at least fourteen (14) days prior to the bid opening date.

**3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

**4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. 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. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 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.

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.

K&L Builders LLC  
Company

Jon J. Day  
Authorized Signature

11/15/2018  
Date

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



**REQUEST FOR QUOTATION**  
**WEST VIRGINIA DIVISION OF NATURAL RESOURCES – PARKS & RECREATION**  
**HOLLY RIVER SP – REHABILITATION AND RENOVATION OF FOUR (4) CABINS**

**GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)**

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids on behalf of Holly River State Park to establish a contract for the rehabilitation and renovation of four (4) cabins.

The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.

- 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 Project Plans as defined below.

**2.1 “Construction Services”** means the rehabilitation and renovation of four (4) cabins as more fully described in the Project Plans.

**2.2 “Pricing Page”** means the form on which Vendor should list its proposed bid, and is attached hereto as Exhibit A.

**2.3 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services.

- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.

- 4. QUALIFICATIONS:** Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

**4.1. Experience:** Vendor, or Vendor’s supervisory staff assigned to this project, must have successfully completed at least three (3) projects that involved work similar to that described in these specifications or the Project Plans. 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.

STATE OF WEST VIRGINIA  
Purchasing Division

# PURCHASING AFFIDAVIT

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

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

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

**DEFINITIONS:**

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

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

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

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

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: K&L Builders LLC

Authorized Signature: Jon J. Gay Date: 10/15/2018

State of West Virginia

County of Upshur, to-wit:

Taken, subscribed, and sworn to before me this 15 day of November, 2018

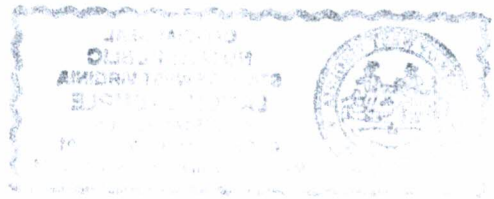
My Commission expires July 12, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature]









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

**STATE OF WEST VIRGINIA,**

**COUNTY OF Upshur, TO-WIT:**

I, Levi Gay, after being first duly sworn, depose and state as follows:

1. I am an employee of K + L Builders; and,  
(Company Name)
2. I do hereby attest that K + L Builders  
(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: Levi Gay

Signature: *Levi Gay*

Title: Crew Leader

Company Name: K + L Builders

Date: 11-15-18

Taken, subscribed and sworn to before me this 15<sup>th</sup> day of November, 2018.

By Commission expires July 12 2021

(Seal)



*Laticia Stemple*  
(Notary Public)

