

Solicitation Response(SR) Dept: 0310 ID: ESR0127210000005069 Ver.: 1 Function: New Phase: Final

Modified by batch , 03/04/2021

Header  1

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 816509	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: VS0000035507	SO Doc ID: DNR2100000037
Legal Name: Premier Group, Ltd.	Published Date: 3/1/21
Alias/DBA:	Close Date: 3/4/21
Total Bid: \$1,460,530.70	Close Time: 13:30
Response Date: 03/04/2021	Status: Closed
Response Time: 11:27	Solicitation Description: Addendum No. 05-Watoga State Park Swimming Pool Renovations 
Responded By User ID: SMcKlarney	Total of Header Attachments: 1
First Name: Sean	Total of All Attachments: 1
Last Name: McKlarney	
Email: gabe.rushden@blaircpas	
Phone: 3046463356	

BID SUBMISSION

March 4, 2021

SUBMITTED TO:

Division of Natural Resources
Property & Procurement Office
324 4th Avenue
South Charleston, WV 25303

PROJECT:

Watoga State Park Swimming Pool Renovations
ARFQ 0310 DNR21*37

SUBMITTED BY:



PREMIER
— GROUP —

Premier Group Ltd., Inc
P.O. Box 532
Peterstown, WV 24963
Phone: (304) 646-3356
<https://www.premiergroup ltd.com/>





March 4, 2021

Division of Natural Resources
Property & Procurement Office
324 4th Avenue
South Charleston, WV 253003

**RE: Watoga State Park Swimming Pool Renovations
ARFQ 0310 DNR21*37**

To whom it may concern:

It is the pleasure of Premier Group Ltd., Inc. (Premier Group) to submit this bid package for the construction of the above referenced project for your consideration. We have extensive experience in swimming pool installations and renovations and are highly qualified to perform this work. We have provided the following information for your review:

- **Bid Response and Addenda Acknowledgement**
- **Bid Pricing & Bid Bond**
- **Designated Contact & Bid Certification**
- **Subcontractor List**
- **Drug-Free Workplace Affidavit and Drug-Free Workplace Policy**
- **Purchasing Affidavit**
- **Project References**

Per Additional Terms and Conditions provided in the Bid Documents, please note that Premier Group Ltd., Inc.'s Contractor License No. is WV051973. Additionally, per General Construction Specifications 11.1, our Designated Contract Manager on this project is as follows:

Name: Joe Goorskey
Phone: (540) 922-5608
Fax: (304) 753-5058
Email: joe@premiergroup ltd.com

Thank you for your consideration. We look forward to discussing your project with you further.

Sincerely,

Sean McKlarney, President
Premier Group Ltd., Inc.

Attachments



Premier Group Limited, Inc. • PO Box 532 • Peterstown, WV 24963
Phone: (304) 646-3356 • Fax: (304) 753-5058
Email: sean@premiergroup ltd.com

ATTACHMENT 1:

Required Bid Submission Documents





**State of West Virginia
Agency Request for Quote
Construction**

Proc Folder: 816509		Reason for Modification:	
Doc Description: Addendum No. 05-Watoga State Park Swimming Pool Renovations		Addendum	
Proc Type: Agency Purchase Order		Addendum No. 05 is issued to publish and distribute the attached information to the Vendor Community.	
Date Issued	Solicitation Closes	Solicitation No	Version
2021-03-01	2021-03-04 13:30	ARFQ 0310 DNR2100000037	6

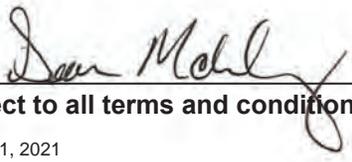
BID RECEIVING LOCATION

BID RESPONSE
 DIVISION OF NATURAL RESOURCES
 PROPERTY & PROCUREMENT OFFICE
 324 4TH AVE
 SOUTH CHARLESTON WV 25303-1228
 US

VENDOR

Vendor Customer Code: VS0000035507
Vendor Name : Premier Group Ltd., Inc.
Address : 13 Solitude Ln, PO Box 532
Street :
City : Peterstown
State : WV **Country :** USA **Zip :** 24963
Principal Contact :
Vendor Contact Phone: 304-646-3356 **Extension:**

FOR INFORMATION CONTACT THE BUYER
 James H Adkins
 (304) 558-3397
 jamie.h.adkins@wv.gov

Vendor Signature X  **FEIN#** 84-2352763 **DATE** 03/04/2021

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

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV 25305 US	DIVISION OF NATURAL RESOURCES WATOGA STATE PARK 4800 WATOGA PARK RD MARLINTON WV 24954-9550 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Watoga State Park Swimming Pool Renovations		Refer to pricing page		

Comm Code	Manufacturer	Specification	Model #
72000000			

Extended Description:
Watoga State Park Swimming Pool Renovations and Repairs

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Non-mandatory Pre-bid Meeting 10:30AM ET	2021-01-07
2	Technical Questions Due 9:00AM ET	2021-02-25

	Document Phase	Document Description	Page
DNR2100000037	Final	Addendum No. 05-Watoga State Park Swimming Pool Renovations	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR21*37

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 checked="" type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input checked="" 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.

Premier Group Ltd., Inc.

Company



Authorized Signature

03/04/2021

Date

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

EXHIBIT A – PRICING PAGE
Watoga State Park
Swimming Pool Renovations

Name of Vendor:

Premier Group Ltd., Inc.

Address of Vendor:

13 Solitude Ln
PO Box 532
Peterstown, WV 24963

Phone Number of Vendor:

(304) 646-3356

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, and not included in the additive alternates therein described.

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.

\$1,460,530.70

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

One million, four hundred sixty thousand, five hundred thirty & 70/100 dollars

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Premier Group, Ltd.
of Peterstown, WV, as Principal, and United Fire & Casualty Company
of Cedar Rapids, IA, a corporation organized and existing under the laws of the State of
IA with its principal office in the City of Cedar Rapids, 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
Watoga State Park Swimming Pool Renovations - ARFQ 0310 DNR2100000037 - According to Plans &
Specifications

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 4th day of February, 2021.

Principal Seal

Premier Group, Ltd.
(Name of Principal)
By: [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
President
(Title)

Surety Seal



United Fire & Casualty Company
(Name of Surety)
By: [Signature]
Kimberly J. Wilkinson, Attorney-in-Fact 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.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WILSON, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, that United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa, United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas, and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREGORY T. GORDON, KIMBERLY J. WILKINSON, PATRICIA A. MOYE, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$30,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 14th day of January, 2022 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following by-law duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact: "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificate attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of similar nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certificate of authority authorized hereby, such signature and seal, when so used, being accepted by the Companies as the original signature of such officer and the original seal of the Companies to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact."

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 14th day of January, 2020.

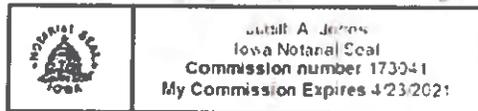


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richman*
 Vice President

State of Iowa, County of Emmet ss

On 14th day of January, 2020, before me personally came Dennis J. Richman to me known, who being by me duly sworn, did depose and say that he resides in Cedar Rapids, State of Iowa, that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company, the corporations described in and which executed the above instrument, that he knows the seal of said corporations, that the seal affixed to the said instrument is such corporate seal, that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires 4/23/2021

I, Mary A. Betsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit and the copy of the Section of the by-laws and resolutions of said Corporations as set forth in said Power of Attorney with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

Witness my hand and the seal of the said Corporations whereof I have hereto subscribed my name and affixed the corporate seal of the said Corporations this 19th day of February, 2021.

By: *Mary A. Betsch*
 Assistant Secretary,
 UFG & UFI & FIC



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.

Premier Group Ltd., Inc.
(Name, Title)
Sean McKlarney, Owner
(Printed Name and Title)
13 Solitude Ln, PO Box 532
(Address)
304-646-3356
(Phone Number) / (Fax Number)
sean@premiergroupltd.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.

Premier Group Ltd., Inc.
(Company)

 (Owner)
(Authorized Signature) (Representative Name, Title)

Sean McKlarney, Owner
(Printed Name and Title of Authorized Representative)

03/04/2021
(Date)

304-646-3356 Fax: 304-753-5058
(Phone Number) (Fax Number)



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

STATE OF WEST VIRGINIA,

COUNTY OF Monroe, TO-WIT:

I, Sean McKlarney, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Premier Group Ltd., Inc.; and,
(Company Name)
- 2. I do hereby attest that Premier Group Ltd., 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: Sean McKlarney
 Signature: *Sean McKlarney*
 Title: Owner
 Company Name: Premier Group Ltd., Inc.
 Date: 03/03/2021

Taken, subscribed and sworn to before me this 3rd day of March, 2021.

By Commission expires Oct 31 2023

(Seal)



On this day I was
NOTARY PUBLIC
 STATE OF WEST VIRGINIA
 Lauren Danielle Deskins
 3371 Seneca Trail S
 Peterstown, WV 24963
 My Commission Expires Oct. 31, 2023

Lauren Deskins
 (Notary Public)



Drug-Free Workplace Policy

Purpose and Goal

Premier Group Ltd. is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- This organization encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to CEO, executive management, managers, supervisors, full-time employees, part-time employees, off-site employees, contractors, volunteers, interns and applicants.

Applicability

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the organization. Therefore, this policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby, while on organization property and at company-sponsored events.

Prohibited Behavior

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the organization in writing within five calendar days of the conviction. The organization will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Searches

Entering the organization's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of lockers, desks and work stations and vehicles and equipment.

Drug Testing

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for

employees who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, pre-duty, periodic, random, post-accident, reasonable suspicion, return-to-duty and follow-up testing upon selection or request of management.

The substances that will be tested for are:

Amphetamines (amphetamine, methamphetamine, MDMA, MDA), MDMA(Ecstasy), Cannabinoids (THC), Cocaine, Opiates / Opioids (codeine, heroin, morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone)), 6- Acetyl morphine (6-AM), Phencyclidine (PCP) and Alcohol.

Testing for the presence of alcohol will be conducted by analysis of breath and saliva.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be immediately removed from duty, suspended without pay for a period of 30 days, referred to a substance abuse professional for assessment and recommendations, required to successfully complete recommended rehabilitation including continuing care, required to pass a Return-to-Duty test and sign a Return-to-Work Agreement, subject to ongoing, unannounced, follow-up testing for a period of up to five years and terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement terminated immediately, or, Company will terminate immediately with no re-hiring.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

Consequences

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be terminated from employment.

Assistance

Premier Group Ltd. recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Ensures the availability of a current list of qualified community professionals.

Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the organization through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Clearly state consequences of policy violations.

Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- All employees will receive a written copy of the policy.

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: Premier Group Ltd., Inc.

Authorized Signature: *Funmi Law Mehly* Date: 3/31/2021

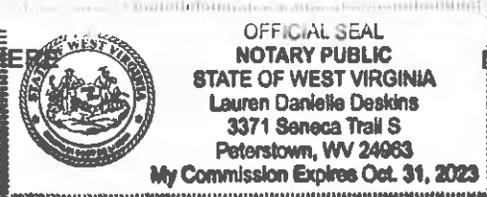
State of West Virginia

County of Monroe, to-wit:

Taken, subscribed, and sworn to before me this 31st day of March, 2021.

My Commission expires October 31st, 2023.

AFFIX SEAL HERE



OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Lauren Danielle Deskins
3371 Seneca Trail S
Peterstown, WV 24063
My Commission Expires Oct. 31, 2023

NOTARY PUBLIC *Juwana Penni*

ATTACHMENT 2:
Project References





PREMIER — GROUP —

P.O. Box 532
Peterstown, WV 24963

(888) 667-6166 – main
(304) 646-3356 – cell

sean@premiergrouppltd.com

BACKGROUND

Premier Group, Inc. is a collection of tradesmen, contractors, equipment operators and general laborers acting under one accord. This group has over 100 years of combined experience and is dedicated to changing the general contracting industry by bringing the most owner-friendly experience found in West Virginia and Virginia. Premier specializes in site work, road work, sanitary sewage systems, foundations, framing, pool installations & overall project management for both residential and commercial projects. Premier's team is led by company president, Sean McKlarney.

LICENSING

- Virginia (Residential Build, Highway/Heavy & Commercial Builder Classifications)
- West Virginia (General Builder Classification)

REFERENCES

- Monroe County Commission - Courthouse Renovations
350 Main St., Union, WV 24983
Phone: (304) 772-3096
Contact: Don Evans (devans@monroecountywv.net)
- Monroe County Board of Education - Peterstown Elementary Fresh Air Project
PO Box 330, Union, WV 24983
Phone: (304) 772-3094
Contact: Joetta Basille (jbasille@k12.wv.us)
- Precision Pipeline - Heavy Civil Work
3314 56th Street, Eau Claire, WI 54703
Phone: (715) 874-4510
- Alliance Xpress Urgent Care - Medical Building
5275 Alexander Road, Dublin, VA 24084
Phone: (540) 307-5597

TESTIMONIALS

EXCERPT FROM EXPERIENCE VERIFICATION FORM (VA) DATED 06/24/20

John Mills
Building Official - Giles County
jmills@gilescounty.org
315 North Main Street, Pearisburg, VA 24134
(540) 921-2527 phone (540) 921-1329 fax

I have known Mr. McKlarney for a number of years including years prior to his involvement in the commercial construction industry. Over these years he and I have interacted many times in regards to different construction projects. I have inspected many jobs that he has worked on in Giles County in the residential sector and we formed a relationship around discussions of best construction practices. When Mr. McKlarney obtained his license to contract commercial projects in the state of West Virginia, we continued to talk regularly about the intricate differences between Virginia and West Virginia in building code interpretation and application. I have always found Mr. McKlarney to be very conscientious in his efforts to build and operate his company ethically and in strict accordance with all applicable laws. Over the years I have been asked to come observe many of his projects. Though this was not done in any official capacity, I found him to always be able to demonstrate proper and effective building and construction practices. Among the many items I have witnessed I would include the following as areas in which he is extremely competent:

- Soil bearing capacity assessment prior to footer placement
- Performance of site work including overall site lay out, grading, excavating, ditching, trenching, sub-grade preparation for driveways/parking lots and slab/footer preparation
- Concrete slab and footer placement
- Excellent abilities in managing and supervising electrical, plumbing and HVAC subcontractors
- CMU, metal stud and wood stud wall construction
- Truss and stick framed floor, ceiling and roof structures
- Installation of many types of commercial roof and wall coverings
- Understanding and interpreting commercial blueprints
- Communicating effectively between engineers, building inspectors, subcontractors and customers.

In my opinion, Mr. McKlarney will bring great talent and all the necessary experience needed to successfully perform commercial construction activities in the Commonwealth of Virginia.

Verifier's Signature



Date

6-24-20

TESTIMONIALS

From: scott jacoaks <scott.jacoaks@gmail.com>
Sent: Tuesday, February 4, 2020 9:03 AM
To: Sean Mcklarney <sean@premierpropertieswv.com>; Joe <joe@premierpropertieswv.com>
Subject: Thank you

Guys,

I haven't had the opportunity yet to properly thank you for the cabin excellent work and outstanding outcomes. We were able to use the fully completed version of the cabin as a family a few weekends ago and Rachelle is up there now using it. Everything about it is super convenient and comfortable. Everyone that sees it is blown away by the quality and all the unique details of the build. It is truly a dream come true for us - something we've been plotting, planning and saving for over the last 15 years.

We were very fortunate to find you guys. Having talked to several other builders before landing on Premier, I'm confident you stand alone when it comes to quality and integrity.

I'm glad to be a reference for you guys and glad for you to show the house to prospective customers.

Regards,
Scott