



**State of West Virginia
Request For Quotation
Service - Prof**

Procurement Folder : 418731

Document Description : Tygart Lake State Park - Tree Removal and Stump Grinding

Procurement Type : Agency Contract - Fixed Amt

| Date Issued | Solicitation Closes | Solicitation No | Version | Phase |
|-------------|------------------------|-------------------------|---------|-------|
| 2018-02-02 | 2018-02-22 13:00:00 | ARFQ 0310 DNR1800000034 | 1 | Draft |

| 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 Asplundh Tree Expert, LLC 708 Blair Mill Road Willow Grove, PA 19090-1784 |

FOR INFORMATION CONTACT THE

James R Jones
 (304) 558-3397
 james.r.jones@wv.gov

Christopher B. Asplundh, Jr., Executive Vice President

Signature X

FEIN # 23-1277550

DATE 2/20/18

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

ADDITIONAL INFORMATION:

The West Virginia Division of Natural Resources is soliciting bids on behalf of the Tygart Lake State Park for Tree Removal and Stump Grinding services as more fully described in the attached specifications.

| INVOICE TO | | SHIP TO | |
|--|--------------|--|---------------|
| SUPERINTENDENT DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD | | SUPERINTENDENT DIVISION OF NATURAL RESOURCES TYGART LAKE STATE PARK 1240 PAUL E MALONE RD | |
| GRAFTON | WV26354-9741 | GRAFTON | WV 26354-9741 |
| US | | US | |

| Line | Commodity Line Description | Qty | Unit Issue | Unit Price | Total Price |
|------|----------------------------|-----|------------|------------|-------------|
| 1 | Tree trimming services | | | | 317,331.20 |

| Commodity Code | Manufacturer | Model # | Specification |
|----------------|--------------|---------|---------------|
| 70111503 | | | |

Extended Description

Tree removal and stump grinding as described more fully in attached specifications.

SCHEDULE OF EVENTS

| Line | Event | Event Date |
|------|--|------------|
| 1 | Technical Questions Deadline 9:00 AM EST | 2018-02-12 |

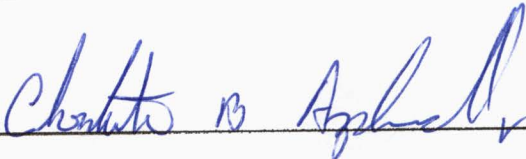
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| DNR180000034 | Document Phase Final | Document Description Tygart Lake State Park - Tree Removal and Stump Grinding | Page 3 of 3 |
|--------------|--------------------------------|--|------------------------------|

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

EXHIBIT A

| Description | Unit | Bid Price |
|---|---------------------------|---------------|
| Tree Removal and Stump Grinding | LUMP SUM BID - In Numbers | \$ 317,331.20 |
| Three Hundred & Seventeen Thousand, Three Hundred & Thirty One Dollars and Twenty Cents Bid Price in Writing | | |

By (Signature): 

Name - Printed: Christopher B. Asplundh, Jr., Executive Vice President

Company Name: Asplundh Tree Expert, LLC

Date: 2/20/18

Attachment A



DIVISION OF NATURAL RESOURCES

TYGART LAKE STATE PARK
1240 Paul E. Malone Rd.
Grafton, West Virginia 26354-9741
Telephone 304-265-6144
Fax 304-265-6149
www.tygartlake.com

Stephen S. McDaniel
Director

TYGART LAKE STATE PARK TREE REMOVAL PROJECT 2018

Marked trees are identifiable by **orange flagging**.

Marked trees are divided into two size categories. DBH < 20" and DBH > 20"

Marked trees may be near structures, parking areas, power lines in the cabin area, playground equipment and WWTPs.

CABIN 1

4 trees DBH>20"
2 trees DBH<20"

CABIN 4

6 trees DBH>20"
1 tree DBH<20"

CABIN 7

3 trees DBH>20"
5 trees DBH<20"

CABIN 10

10 trees DBH>20"
6 trees DBH<20"

LINEN BUILDING

2 trees DBH>20"
2 trees DBH<20"

BEACH BUILDING

2 trees DBH>20"
2 trees DBH<20"

CAMPGROUND

1 tree DBH>20"
3 trees DBH<20"

LODGE

1 tree DBH>20"
8 tree DBH<20"

CABIN 2

5 trees DBH>20"
2 trees DBH<20"

CABIN 5

5 trees DBH>20"

CABIN 8

3 trees DBH>20"
20 trees DBH<20"

CABIN PLAYGROUND

3 trees DBH>20"
7 trees DBH<20"

OFFICE/SHELTER

5 trees DBH>20"
2 trees DBH<20"

MAINTENANCE

1 tree DBH>20"
2 trees DBH<20"

LODGE WWTP

1 tree DBH>20"

CABIN 3

4 trees DBH>20"
8 trees DBH<20"

CABIN 6

3 trees DBH>20"
2 trees DBH<20"

CABIN 9

4 trees DBH>20"
12 trees DBH<20"

CABIN WWTP

2 trees DBH<20"

PICNIC AREA RESTROOMS

1 tree DBH>20"
5 trees DBH<20"

RESIDENCES

1 tree DBH>20"
1 tree DBH<20"

TOTALS:

Total trees with DBH>20" -----65

Total trees with DBH<20" -----92

Total trees marked-----**157**

WV DIVISION OF NATURAL RESOURCES

Request for Quotation/Proposal No. _____

SIGN IN SHEET

PLEASE PRINT

Page 2 of 3
Date: 2/8/18

*PLEASE BE SURE TO PRINT LEGIBLY. IF POSSIBLE, LEAVE A BUSINESS CARD

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | TELEPHONE & FAX NUMBERS |
|--|----------------------------------|-----------------------------|
| Company: <u>Cook's Tree Services</u> | <u>202 Highland St Grassaway</u> | PHONE <u>(304) 689-6124</u> |
| Rep: <u>Heath Cook</u> | <u>W.V. 26624</u> | FAX _____ |
| Email Address: <u>www.cookstreeservicesllc.com</u> | | FAX _____ |
| Company: <u>Bills Tree Service</u> | <u>PO Box 232</u> | PHONE <u>304 216 1925</u> |
| Rep: <u>William Grassus</u> | <u>Kingwood WV</u> | FAX _____ |
| Email Address: <u>BillsTreeService73@live.com</u> | <u>26537</u> | FAX _____ |
| Company: <u>Green River Corp, LLC</u> | <u>714 Venture Dr #180</u> | PHONE <u>304-594-3991</u> |
| Rep: <u>Steve Alvest</u> | <u>Morgantown, WV 26508</u> | Cell. <u>304-285-1817</u> |
| Email Address: <u>S Alvest@greenrivercorp.com</u> | | FAX <u>3992</u> |
| Company: _____ | | PHONE _____ |
| Rep: _____ | | FAX _____ |
| Email Address: _____ | | FAX _____ |

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DNR180000034

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:

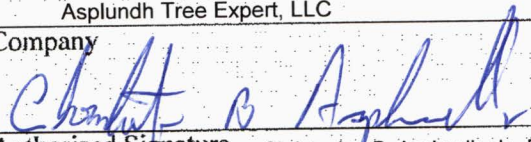
(Check the box next to each addendum received)

- | | |
|--|--|
| <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.

Asplundh Tree Expert, LLC

Company


Authorized Signature

Christopher B. Asplundh, Jr., Executive Vice President

2/20/18

Date

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



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FOR INFORMATION CONTACT THE

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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



State of West Virginia
Request For Quotation
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Document Description : Addendum No. 1-Tygart Lake SP Tree Removal & Stump Grinding

Procurement Type : Agency Contract - Fixed Amt

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|-------------|------------------------|-------------------------|---------|-------|
| 2018-02-12 | 2018-02-22 13:00:00 | ARFQ 0310 DNR1800000034 | 2 | Final |

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| BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US | Vendor Name, Address and Telephone Asplundh Tree Expert, LLC (Headquarters) 708 Blair Mill Road Willow Grove, PA 19090-1784 |

FOR INFORMATION CONTACT THE

James R Jones
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Christopher B. Asplundh, Jr., Executive Vice President

Signature X

FEIN # 23-1277550

DATE 2/20/18

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|---------------------|--------------------------------|---|------------------------------|

ADDITIONAL TERMS AND CONDITIONS

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

Pennsylvania
STATE OF ~~WEST VIRGINIA~~,

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

I, Christopher B. Asplundh, Jr., after being first duly sworn, depose and state as follows:

1. I am an employee of Asplundh Tree Expert, LLC; and,
(Company Name)
2. I do hereby attest that Asplundh Tree Expert, LLC
(Company Name)

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

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

Printed Name: Christopher B. Asplundh, Jr.

Signature: *Christopher B. Asplundh, Jr.*

Title: Executive Vice President

Company Name: Asplundh Tree Expert, LLC

Date: 2/20/18

Taken, subscribed and sworn to before me this 20th day of February, 2018.

By Commission expires 9-13-20

(Seal)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Susan W. Loggia, Notary Public
Upper Moreland Twp., Montgomery County
My Commission Expires Sept. 13, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Susan W. Loggia
(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 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: Asplundh Tree Expert, LLC

Authorized Signature: *Christopher B. Asplundh, Jr.* Date: 2/20/18
Christopher B. Asplundh, Jr., Executive Vice President

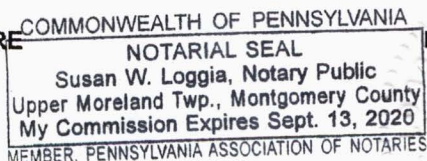
State of Pennsylvania

County of Montgomery, to-wit:

Taken, subscribed, and sworn to before me this 20th day of February, 2018.

My Commission expires 9-13, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC

Susan W. Loggia

Purchasing Affidavit (Revised 01/19/2018)

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

1. CONTRACTOR'S LICENSE: W. Va. Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. W. Va. Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. If an apparent low bidder fails to submit a license number in accordance with this section, the Property and Procurement Office will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Asplundh Tree Expert, LLC
Contractor's License No.: WV- WV004458

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract award document.

2. DRUG-FREE WORKPLACE AFFIDAVIT: W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one (1) business day of being requested to do so shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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

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

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

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

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

4. AIA DOCUMENTS: All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the 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.

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.

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

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

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

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

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

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

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

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

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

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

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. (This section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Property and Procurement Office within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Property and Procurement Office shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Property and Procurement Office's request for the subcontractor list.

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

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

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

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

i. The subcontractor listed in the original bid has filed for bankruptcy;

ii. The subcontractor in the original bid has been debarred or suspended; or

iii. The contractor certifies in writing that the subcontractor listed in the original bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Asplundh Tree Expert, LLC

Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

| Subcontractor Name | License Number if Required by W. Va. Code § 21-11-1 et. seq. |
|--------------------|---|
| N/A | |
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Attach additional pages if necessary.

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.

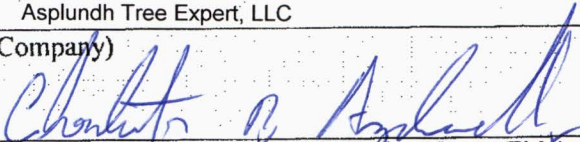
4A. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contract. The Vendor is expected 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.

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.

Mike Wolford
(Name, Title)
Mike Wolford, Manager
(Printed Name and Title)
15599 N. Preston Highway, Bruceton Mills, WV 26525
(Address)
304-379-8090 301-358-6483 (Fax)
(Phone Number) / (Fax Number)
MWolford@Asplundh.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.

Asplundh Tree Expert, LLC
(Company)

(Authorized Signature) (Representative Name, Title)

Christopher B. Asplundh, Jr., Executive Vice President
(Printed Name and Title of Authorized Representative)

2/20/18
(Date)

215-784-4333 215-784-4334 (fax)
(Phone Number) (Fax Number)

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: Asplundh Tree Expert, LLC Address: 708 Blair Mill Road

Willow Grove, PA 19090-1784

Authorized Agent: Christopher B. Asplundh, Jr. Address: same as above

Contract Number: _____ Contract Description: Tree Removal & Stump Grinding
Tygart Lake State Park

Governmental agency awarding contract: State of West Virginia

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

ATE Holding Co. and Gorilla Investor, LLC

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature:  Date Signed: 2/20/18

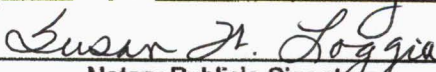
Christopher B. Asplundh, Jr., Executive Vice President

Notary Verification

State of Pennsylvania, County of Montgomery:

I, Christopher B. Asplundh, Jr., the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 20 day of February, 2018.


Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Susan W. Loggia, Notary Public
Upper Moreland Twp., Montgomery County
My Commission Expires Sept. 13, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Revised October 7, 2017

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV004458

Classification:
SPECIALTY

ASPLUNDH TREE EXPERT LLC
DBA ASPLUNDH TREE EXPERT LLC
708 BLAIR MILL RD
WILLOW GROVE, PA 19090

Date Issued


Expiration Date

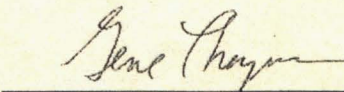
NOVEMBER 22, 2017

NOVEMBER 22, 2018



WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD


Authorized Company Signature
Brian R. Bauer
Secretary-Treasurer


Chair, West Virginia Contractor
Licensing Board

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.