

Solicitation Response(SR) Dept: 0310 ID: ESR0929200000002692 Ver.: 1 Function: New Phase: Final

Modified by batch , 09/29/2020

Header  5

General Information Contact Default Values Discount Document Information Clarification Request

Procurement Folder: 763517	SO Doc Code: ARFQ
Procurement Type: Agency Purchase Order	SO Dept: 0310
Vendor ID: 000000203375	SO Doc ID: DNR2100000010
Legal Name: KELLY PAVING INC	Published Date: 9/25/20
Alias/DBA:	Close Date: 9/29/20
Total Bid: \$1,409,660.00	Close Time: 13:30
Response Date: 09/29/2020	Status: Closed
Response Time: 11:23	Solicitation Description: Addendum No. 02 - North Bend Rail Trail - Trail Resurfacing
Responded By User ID: kp	Total of Header Attachments: 5
First Name: Kathy	Total of All Attachments: 5
Last Name: Flinn	
Email: kflinn@shellyandsands.c	
Phone: 304-424-7353	



State of West Virginia
Agency Request for Quote
Construction

Proc Folder: 763517			Reason for Modification:
Doc Description: North Bend Rail Trail - Trail Resurfacing			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-11	2020-09-29 13:30	ARFQ 0310 DNR2100000010	1

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:	000000203375		
Vendor Name :	KELLY PAVING, INC.		
Address :	P O BOX 366		
Street :			
City :	WILLIAMSTOWN		
State :	WEST VIRGINIA	Country :	USA
		Zip :	26187
Principal Contact :	ROGER THOMAS		
Vendor Contact Phone:	304-424-7353	Extension:	

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

Vendor Signature X	<i>Roger Thomas</i>	FEIN#	55-0583614	DATE	9/29/2020
---------------------------	---------------------	--------------	------------	-------------	-----------

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

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES NORTH BEND RAIL TRAIL 202 NORTH BEND PARK RD CAIRO WV 26337 US	DIVISION OF NATURAL RESOURCES NORTH BEND STATE PARK 202 NORTH BEND PARK RD CAIRO WV 26337-9730 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Gravel or dirt road construction service				

Comm Code	Manufacturer	Specification	Model #
72103301			

Extended Description:

North Bend Rail Trail - Trail Resurfacing
Laying and spreading gravel throughout trail, fix culverts, grading and crowning trail.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
2	Technical Questions due 9:00 a.m. ET	2020-09-21

	Document Phase	Document Description	Page
DNR2100000010	Final	North Bend Rail Trail - Trail Resurfacing	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



West Virginia Division of Natural Resources

INSTRUCTIONS TO VENDORS
&
AGENCY TERMS AND CONDITIONS

INSTRUCTIONS

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:

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 one 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.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five (5) business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Property and Procurement Office. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Monday, September 21, 2020 at 9:00 a.m. ET

Submit Questions to: West Virginia Division of Natural Resources
Property and Procurement Office
Attention: Mr. Jamie Adkins
South Charleston, WV 25303
Fax: (304) 558-2165
Email: Jamie.H.Adkins@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Property and Procurement Office is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Property and Procurement Office at the address listed below on or before the date and time of the bid opening. Any bid received by the Property and Procurement Office is considered to be in the possession of the Office and will not be returned for any reason. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:

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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the West Virginia Division of Natural Resources.:

SEALED BID:

BUYER: MR. JAMIE ADKINS

SOLICITATION NUMBER: ARFQ DNR21*10

BID CLOSING DATE: Tuesday, SEPTEMBER 29, 2020

BIDCLOSING TIME: 1:30 p.m. ET

FAX NUMBER: 304-558-2165

The Property and Procurement Office may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Agency Request for Proposal ("ARFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Property and Procurement Office at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Property and Procurement Office time clock (in the case of hand delivery).

Bid Opening Date and Time: SEPTEMBER 29, 2020 at 1:30 p.m. ET

Bid Opening Location:
West Virginia Division of Natural Resources
Property and Procurement Office
324 4th Avenue
South Charleston, WV 25303

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Property and Procurement Office. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This solicitation is based upon a standardized commodity established under W. Va. Code §5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or

modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Property and Procurement Office, is strictly prohibited without prior Property and Procurement Office approval. Property and Procurement Office approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code §5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with the W. Va. Code §5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at : <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with W. Va. Code §5A-3-37(a)(7) and W. Va. Code R. § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority owned business under W. Va. Code R. § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Property and Procurement Office with its bid, and must be properly certified under W. Va. Code R. § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. Code R. § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Chief Procurement Officer reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures § 4.1.g.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Property and Procurement Office staff immediately upon bid opening. The Property and Procurement Office will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Property and Procurement Office to print or electronically save documents provided that those documents are viewable by the Property and Procurement Office prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Chief Procurement Officer reserves the right to reject the bid of any vendor as Non-Responsible in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §5.5.a., when the Chief Procurement Officer determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.

20. ACCEPTANCE/REJECTION: The Agency may accept or reject any bid in whole, or in part in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures §4.1. f. and §6.4. b.

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET(S), OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

AGENCY TERMS & CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Chief Procurement Officer, or his or her designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

- a. **"Agency"** means the West Virginia Division of Natural Resources.
- b. **"Bid"** or **"Proposal"** means a vendor's submitted response to a solicitation.
- c. **"Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- d. **"Chief Procurement Officer"** means the Chief Procurement Officer of the West Virginia Division of Natural Resources or anyone that the Chief Procurement Officer has designated to perform a specific task or function.
- e. **"Property and Procurement Office"** means the unit within the West Virginia Division of Natural Resources' Administration Section headed by the Chief Procurement Officer and its personnel.
- f. **"Director of the Purchasing Division"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- g. **"Award Document"** means the document signed by the Agency and the Property and Procurement Office and approved as to form by the Attorney General that identifies the Vendor as the contract holder.
- h. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Property and Procurement Office.
- i. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- j. **"Vendor"** or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

- k. "Will", "Shall" and "Must" identifies a mandatory item or requirement that is the duty, obligation, or requirement imposed is mandatory as opposed to being directory or permissive.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: This Contract becomes effective on _____ and extends for a period of _____ year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Property and Procurement Office thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of month available in all renewal years combined. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Property and Procurement Office approval is not required on Section delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Property and Procurement Office and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one (1) year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 180 days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One-Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event, will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open-End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One-Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Property and Procurement Office and Attorney General's office.

6. EMERGENCY PURCHASES: The Chief Procurement Officer may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Chief Procurement Officer, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Property and Procurement Office by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value. The performance bond must be received by the Property and Procurement Office prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Property and Procurement Office prior to Contract award.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Property and Procurement Office prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Property and Procurement Office.

WV Contractor's License _____

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a check mark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancellation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of:

\$1,000,000.00 _____

Automobile Liability Insurance in at least an amount of \$500,000.00 _____

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____

Commercial Crime and Third-Party Fidelity Insurance in an amount of: _____

Cyber Liability Insurance in an amount of: _____

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Other

Notwithstanding anything contained in this section to the contrary, the Chief Procurement Officer reserves the right to waive the requirement that the Agency be named as an additional insured on one or more of the Vendor's insurance policies if the Chief Procurement Officer finds that doing so is in the best interest of the Agency.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\$100 a day for each day past the 180 day deadline.

Liquidated Damages Contained in the Specifications

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

13. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods or through the state designated credit cards.)

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the

solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

18. CANCELLATION: The Chief Procurement Officer reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Chief Procurement Office may also cancel any purchase or Contract upon thirty (30) days written notice to the Vendor in accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Procedures, § 5.2.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Property and Procurement Office and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Property and Procurement Office and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or

remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Property and Procurement Office, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void and terminate this Contract without notice.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of W. Va. Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act W. Va. Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Property and Procurement Office constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Property and Procurement Office will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by W. Va. Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Division of Natural Resources Series IV Purchasing Guidelines and Policies, §6.1.d.1., Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Property and Procurement Office's Chief Procurement Officer or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under the provision must occur prior to performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety, understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the

Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or to a political subdivision of the State. Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Agency affirming under oath that it is not in default on any monetary obligation owed to the State or a political subdivision of the State.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned, Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency with the following reports identified by a checked box below:

Such reports as the Agency may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or

steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid, or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original preaward interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

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: KELLY PAVING, INC.
Contractor's License No.: WV- 001884

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 attached AIS 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, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia 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 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 this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

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 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: Kelly Paving, Inc.

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

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

Attach additional pages if necessary.

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.

Roger Thomas VICE PRESIDENT
(Name, Title)
ROGER THOMAS, VICE PRESIDENT
(Printed Name and Title)
P O BOX 366 WILLIAMSTOWN WV 26187
(Address)
304-424-7353 740-373-6505
(Phone Number) / (Fax Number)
rthomas@shellyandsands.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.

KELLY PAVING, INC.
(Company)

Roger Thomas VICE PRESIDENT
(Authorized Signature) (Representative Name, Title)

ROGER THOMAS, VICE PRESIDENT
(Printed Name and Title of Authorized Representative)

9/29/2020
(Date)

304-424-7353 740-373-6505
(Phone Number) (Fax Number)

WV Division of Natural Resources

Parks and Recreation Section

North Bend Rail Trail

Trail Resurfacing

Project Manual

Project Name: North Bend Rail Trail – Trail Resurfacing

1-Project Summary

1 Project Summary

- 1.1 Project Name: North Bend Rail Trail – Trail Resurfacing
- 1.2 Location: 202 North Bend State Park Road, Cairo, WV 26337-6744.
- 1.3 Owner's Name: West Virginia Division of Natural Resources (WVDNR).
- 1.4 The project generally consists of grading the trail, cleaning culvert openings adjacent to the trail, cleaning all existing ditch lines, trail resurfacing, delivery of gravel, grading, spreading and compacting of gravel throughout entire length of the North Bend Rail Trail, as described herein.

Project Name: North Bend Rail Trail – Trail Resurfacing

2-Project Scope

- 2.1 The North Bend Rail Trail is to be resurfaced from Mile Marker #1 near Parkersburg, WV to Mile Marker #71 at Wolf Summit, in Harrison County WV.
- 2.2 Work will be performed in Wood, Ritchie, Doddridge, and Harrison Counties.
- 2.3 The work will include regrading the trail to correct disturbance caused by installation of a fiber optic cable by others, cleaning all ditches and culvert openings, placing, grading, and compacting aggregate on the surface of the trail, along with any necessary subgrade grading, to produce a firm smooth trail surface, a minimum of 8 ft. wide from MMI to MM71.
- 2.4 Trail will be sloped to accommodate proper drainage.
- 2.5 Aggregate placed will be approximately 5,000 tons of 3-inch AASHTO No.1 for a base course where necessary uncompacted to depth of 3-inches, and approximately 45,000 tons of Crusher Run to an uncompacted depth of 3-inches. All material placed will be at the direction of the Park Superintendent. Park Superintendent will designate all areas that require base aggregate and surface aggregate.
- 2.6 Aggregate will be purchased by the WVDNR and will be picked up by the contractor. Aggregate is to be picked up at one of three yards on state DOT contract. These locations include Martin Marietta - Parkersburg, Martin Marietta - Burnings Springs Quarry, and Ace Aggregates - Clarksburg.
- 2.7 The following access sites to the trail will be utilized exclusively:
 - 2.7.1 The major access points will be off of Route 47 from Route 77 to Walker Road on Route 47, they are Happy Valley Road, Niquelet Road, Meadville Road, and River Road. Go Route 50 to Progress Ridge or Volcano Road over to Walker Road, then use that route to access North Bend Trail Rail to Petroleum.
 - 2.7.1.1 To get to Petroleum, take Goose Creek Road off of Route 50 to get to Cairo. Cairo is off Route 50, but you can also use Rolling River Road off of Route 50.

- 2.7.1.2** North Bend State Park to Ellenboro can be accessed from Route 50 using Waystation Road and Route 16 exit. The Trail runs parallel to Route 50 and old Route 50 all the way to Wolf Summit but goes back and forth from the North to South side of the interstate.
- 2.7.1.3** To get to Pennsboro, use the two Pennsboro exits off Route 50, the trail runs right through town.
- 2.7.1.4** Use the Tollgate exit off Route 50 to get to North Bend Trail Rail in Tollgate and Greenwood.
- 2.7.1.5** Use Greenwood exit off Route 50 to access North Bend Trail Rail from Greenwood to Central Station. You can also use the Stone Valley exit to get to Central Station and North Bend Trail Rail.
- 2.7.1.6** To get from Central Station to West Union, use Arnolds Creek Road exit off Route 50, then turn onto Tunnel Hill Road.
- 2.7.1.7** To get to West Union, use one of the two West Union exits and the trail runs right through town.
- 2.7.1.8** Use the Route 18 exit to access the east end of West Union to Smithburg by going through the ballfield parking lot. Smithburg can be accessed using the Smithburg exit onto Smithton Road, which runs parallel with the North Bend Trail Rail.
- 2.7.1.9** Use Long Run Road to access the North Bend Trail Rail to Salem. There are many intersections of the North Bend Trail Rail and Long Run Road. You may also use the West Main Street exit to access Salem.
- 2.7.1.10** Use the Raccoon Run exit to get to East Salem.
- 2.7.1.11** Use the Flindertation Road exit to get to Flindertation. You may also use the Pine Valley exit to access the North Bend Trail Rail going east from Flindertation.
- 2.7.1.12** Last section of the trail can be accessed from the Wolf Summit exit.

- 2.8 Access to place stone is limited because of potential damage to bridge decks. No tri-axle trucks shall cross the trail bridges. The Park Superintendent will designate staging areas where material can be stored and transferred to small single axel trucks or Morooka type trucks for placement on the trail in areas that cannot be accessed by tri-axle trucks.
- 2.9 All trucks that access the area to place material will be required to back along the trail to place materials so as not to travel over the finished surface.
- 2.10 Pricing Page attached labeled as Exhibit A is to be lump sum for all work. The contractor is to provide a unit price per ton for the transport, placement and compaction of base aggregate and crusher run (Exhibit A, pg. 2) to be used to reconcile the project totals should there be a discrepancy between the amount anticipated and the amount actually placed as directed by the Park Superintendent. A change order will be required to change the project totals and the unit prices furnished with the bid will be used to determine the amount of the change.

3 Trail Resurfacing - Quality Assurance

3.1 Quality Assurance

- 3.1.1 The Contractor shall use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the Work.
- 3.1.2 The Contractor shall provide any or all certifications, licenses, and labor necessary to assure obtaining the warranty.
- 3.1.3 The Contractor has the responsibility to protect the Owner's property and the property of others from damage due to weather or construction activities. The Contractor shall make any necessary provisions to prevent rain or other inclement weather from entering the structure. Any damage caused from replacing the roof shall be the responsibility of the Contractor to repair/replace with acceptance by the WVDNR.

3.2 Inspections

- 3.2.1 The authorized representatives and agents of the WV Division of Natural Resources shall be permitted to inspect all work, materials, payroll records of personnel, invoices of materials, and other relevant data and records.

3.3 Delivery, Storage, and Handling

- 3.3.1 Deliver the materials to the job site and store in a safe area, out of the way of traffic, and stored up off the ground surface.
- 3.3.2 Use extreme care in off-loading of materials to prevent damage of materials and surrounding property.

3.4 Installation

- 3.4.1 The contractor shall furnish all labor, equipment, and materials to perform the work.
- 3.4.2 Installation shall be in accordance with all Federal, State, and Municipal laws, codes, regulations, and ordinances that are pursuant to the Work. Comply with the provisions contained in the International Building Codes.

4 Trail Resurfacing - Site Conditions

4.1 Site Conditions

- 4.1.1 Vendor must keep the premises in a neat, safe, and orderly condition at all times. Remove debris and clean sidewalks, entries, exits, lawns, and parking areas at end of each workday.
- 4.1.2 Vendor must provide barriers, fencing, signs, and any other protection necessary to assure the safety of all visitors, staff, and contractors.
- 4.1.3 Contractor is to work with WVDNR personnel and visitors for a smooth operation. Professionalism and courteousness around WVDNR personnel and visitors shall be maintained at all times.
- 4.1.4 Means of egress from the Office building and parking lot, or access by emergency vehicles shall not be compromised.
- 4.1.5 The Contractor is responsible for protecting Work from inclement weather, snow, ice, rain, etc. Contractor is responsible for any snow removal, if necessary, in their work area.

4.1.6 Protect the lawns, plant materials, sidewalks, statues, signs, existing structures, cameras, wiring, etc. from any damage. Contractor is responsible for repairing or replacing any items that are damaged due to this work.

4.1.7 Bathroom facilities will be NOT available. Contractor to provide facilities.

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to W. Va. Code § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or *"Interested parties"* means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of W. Va. Code § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: KELLY PAVING, INC.

Address: P O BOX 366 WILLIAMSTOWN, WV 26187

Name of Authorized Agent: ROGER THOMAS Address: P O BOX 366 WILLIAMSTOWN, WV 26187

Contract Number: DNR2100000010 Contract Description: NORTH BEND RAIL TRAIL-TRAIL RESURFACING

Governmental agency awarding contract: WVDNR

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.

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: Roger Thomas Date Signed: 9/29/2020

Notary Verification

State of WEST VIRGINIA, County of WOOD

I, ROGER THOMAS, 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 29TH day of SEPTEMBER, 2020

[Signature]
Notary Public's Signature

To be completed by State Agency:

Date Received by state agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____



BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (B) Request for Quotation Number (upper right corner of page #1)
- (C) Your Business Entity Name (or Individual Name if Sole Proprietor)
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety's Principal Office
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in numbers
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Business Entity (or Individual Name if Sole Proprietor)
- (R) Seal of Principal
- (S) Signature of President, Vice President, or Authorized Agent
- (T) Title of Person Signing for Principal
- (U) Seal of Surety
- (V) Name of Surety
- (W) Signature of Attorney in Fact of the Surety

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) of (D) (E)
as Principal, and (F) of (G)
(H) a corporation organized and existing under the laws
of the State of (I) with its principal office in the City of
(J) as Surety, are held and firmly bound unto The State
of West Virginia, as Oblige, in the penal sum of (K)
(\$ (L)) 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 _____
_____ (M) _____

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 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 time within which the Oblige 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, the (N) day of (O), 20(P)

Principal Seal _____ (Q)
(Name of Principal)
(R)
By _____ (S)
(Must be President, Vice President, or Duly Authorized Agent)
_____ (T)
Title
Surety Seal _____ (V)
(Name of Surety)
_____ (W)
Attorney-in-Fact

NOTE 1 **Dated Power of Attorney with Surety Seal must accompany this bid bond.**

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.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kelly Paving, Inc.
of Williamstown, WV, as Principal, and Ohio Farmers Insurance Company / Travelers Casualty and Surety Company of America
of Fairlawn / Independence, OH / OH, a corporation organized and existing under the laws of the State of
OH / CT with its principal office in the City of OH / CT, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of the Total Amount Bid Plus All Add Alternates (\$ 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
North Bend Rail Trail - Trail Resurfacing

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 29th day of September, 2020.

Principal Seal

Kelly Paving, Inc.
(Name of Principal)

By Roger Sherman
(Must be President, Vice President, or
Duly Authorized Agent)

VICE PRESIDENT
(Title)

Surety Seal

Ohio Farmers Insurance Company /
Travelers Casualty and Surety Company of America
(Name of Surety)

By Lori A. Proch
Lori A. Proch 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.**

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
LOUIS A. COLAGROSSI, MARK N. COLEMAN, BRUCE W. LOCKHART, LORI A. PROCH, GARY E. ROADRUCK, KYP L. ROSS, STEPHANIE A. ROOK, MARY ANN COPLEY, SUE A. BRANDAL, KRISTINE M. HEINRICH, NICOLE GREEN, CHERYL C. MAY,
JOINTLY OR SEVERALLY

of **RICHFIELD** and State of OH its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 14th day of MAY A.D., 2019 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 14th day of MAY A.D., 2019 , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of September, A.D., 2020



Frank A. Carrino Secretary
Frank A. Carrino, Secretary

West Virginia Offices of the Insurance Commissioner



Certificate of Authority

Whereas, **OHIO FARMERS INSURANCE COMPANY**, domiciled in the State of **Ohio**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

Surety - Article 1, Section 10(f)(3)
Surety - Article 1, Section 10(f)(2)
Casualty - Article 1, Section 10(e)
Fire - Article 1, Section 10(c)
Surety - Article 1, Section 10(f)(1)
Marine - Article 1, Section 10(d)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2021, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2020.

James A. Dodrill
Insurance Commissioner

NAIC # 24104
SBS Company # 109405321

**Financial
Statement**

December 31, 2019

Ohio Farmers Insurance Co.
Westfield Center, Ohio 44251-5001

**OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET**

12/31/19
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	29,473
Bonds	444,935
Stocks	144,750
Subsidiaries	2,206,906
Real estate	160,044
Premiums receivable	112,354
Other assets	<u>172,187</u>
Total assets	<u><u>3,270,649</u></u>
Liabilities	
Reserve for unearned premiums	167,924
Reserve for unpaid losses and loss expenses	332,025
Reserve for taxes and other liabilities	<u>259,523</u>
Total liabilities	759,472
Surplus	
Surplus to policyholders	<u>2,511,177</u>
Total surplus	2,511,177
Total liabilities and surplus	<u><u>3,270,649</u></u>

State of Ohio
ss:
County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State ofWest Virginia..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2019.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Gary W. Stumper

Gary W. Stumper
National Surety Leader
Senior Executive



Sworn to before me this 12th day of February A.D. 2020.

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

TRAVELERS 

**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lori A Proch** of **RICHFIELD Ohio**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law. **IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

City of Hartford ss.

By: _____


Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **29th** day of **September**, 2020




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**West Virginia
Offices of the Insurance Commissioner**



Certificate of Authority

Whereas, **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**, domiciled in the State of **Connecticut**, has complied with all the requirements of the laws of this State so as to entitle it to transact its appropriate business in the State of West Virginia.

Therefore, I the undersigned, Insurance Commissioner of the State of West Virginia, pursuant to the authority vested in me by the laws of this State, do hereby authorize it to transact the business of insurance as defined in Chapter 33

Casualty - Article 1, Section 10(e)(14)
Surety - Article 1, Section 10(f)(3)
Surety - Article 1, Section 10(f)(2)
Casualty - Article 1, Section 10(e)
Fire - Article 1, Section 10(c)
Accident & Sickness - Article 1, Section 10(b)
Surety - Article 1, Section 10(f)(1)
Marine - Article 1, Section 10(d)

of the 1931 Code of West Virginia as amended, in the State of West Virginia in accordance with the laws thereof until midnight on the 31st day of May, 2021, unless this license be sooner revoked. Pursuant to W. Va. Code §33-3-2(c), the above authorization does not allow the insurer to transact a kind of insurance in this State unless duly authorized or qualified to transact such insurance in the state or country of its domicile.

In Testimony Whereof, I have hereunto set my hand and affixed my seal of office at the City of Charleston this 1st day of June, 2020.

James A. Dodrill
Insurance Commissioner

NAIC # 31194
SBS Company # 109403872

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2019

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
CASH AND INVESTED CASH	\$ 90,238,215	UNEARNED PREMIUMS	\$ 1,079,715,557
BONDS	3,590,884,327	LOSSES	772,047,572
STOCKS	297,933,044	LOSS ADJUSTMENT EXPENSES	174,714,866
INVESTMENT INCOME DUE AND ACCRUED	37,250,410	COMMISSIONS	46,970,467
OTHER INVESTED ASSETS	3,986,514	TAXES, LICENSES AND FEES	14,728,588
PREMIUM BALANCES	263,364,263	OTHER EXPENSES	43,134,646
NET DEFERRED TAX ASSET	52,134,926	CURRENT FEDERAL AND FOREIGN INCOME TAXES	12,674,197
REINSURANCE RECOVERABLE	31,203,529	REMITTANCES AND ITEMS NOT ALLOCATED	17,964,746
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	3,732,602	AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	26,565,278
RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES	11,831,826	RETROACTIVE REINSURANCE RESERVE ASSUMED	826,255
ASSUMED REINSURANCE RECEIVABLE AND PAYABLE	567,396	POLICYHOLDER DIVIDENDS	11,482,845
OTHER ASSETS	3,574,968	PROVISION FOR REINSURANCE	9,837,205
		ADVANCE PREMIUM	2,140,883
		PAYABLE FOR SECURITIES LENDING	3,732,602
		CEDED REINSURANCE NET PREMIUMS PAYABLE	46,059,812
		OTHER ACCRUED EXPENSES AND LIABILITIES	421,937
		TOTAL LIABILITIES	\$ 2,263,017,456
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,683,400,804
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,123,684,564
TOTAL ASSETS	\$ 4,386,702,020	TOTAL LIABILITIES & SURPLUS	\$ 4,386,702,020

STATE OF CONNECTICUT)
 COUNTY OF HARTFORD) SS.
 CITY OF HARTFORD)

MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2019.

Michael J. Doody
 VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
 26TH DAY OF MARCH, 2020

NOTARY PUBLIC

SUSAN M. WEISSLEDER
 Notary Public
 My Commission Expires November 30, 2022





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

STATE OF WEST VIRGINIA,

COUNTY OF WOOD, TO-WIT:

I, ROGER THOMAS, after being first duly sworn, depose and state as follows:

1. I am an employee of KELLY PAVING, INC.; and,
(Company Name)
2. I do hereby attest that KELLY PAVING, 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: ROGER THOMAS

Signature: *Roger Thomas*
VICE PRESIDENT

Title: _____

Company Name: KELLY PAVING, INC.

Date: 9/29/2020

Taken, subscribed and sworn to before me this 29TH day of SEPTEMBER, 2020.

By Commission expires MAY 14, 2021

(Seal)



Kathy S. Flinn
(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: KELLY PAVING, INC.

Authorized Signature: *Roger Thomas* Date: 9/29/2020

State of WEST VIRGINIA

County of WOOD, to-wit:

Taken, subscribed, and sworn to before me this 29TH day of SEPTEMBER, 2020.

My Commission expires MAY 14, 2021.



NOTARY PUBLIC *Kathy S. Flinn*

Attachment A

EXHIBIT A – PRICING PAGE
WV Division of Natural Resources
State Park Section
North Bend Rail Trail Resurfacing Project

Name of Vendor:

KELLY PAVING, INC.

Address of Vendor:

P.O. BOX 366
WILLIAMSTOWN, WV 26187

Phone Number of
Vendor:

304-424-7353

WV Contractors License
No.

WV- 001884

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 bidders, 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 all the work described in the Bidding Documents including the Project Manual, and any addendums not identified as an additive alternate.

Total Base Bid:

Lump sum for all labor, materials, and equipment necessary for a complete project.

Written in numbers.

1,409,660.00

Total Base Bid: "A"

Lump sum for all labor, materials, and equipment necessary for a complete project.

Written in words.

ONE MILLION FOUR HUNDRED NINE THOUSAND
SIX HUNDRED SIXTY DOLLARS AND NO CENTS

See required Unit Prices on following page.

EXHIBIT A – PRICING PAGE
WV Division of Natural Resources
State Park Section
North Bend Rail Trail Resurfacing Project

Should the total amount of material placed be different than the amount indicated in the bidding documents, the contract price can be changed with a change order. This change order is not automatic and requires approval by the agency and the Attorney General's office. The basis for any change will be the total of each amount of aggregate placed.

Vendors must list the following unit prices per the bidding documents:

Unit price for transporting, placing, grading, and compacting 3-inch AASHTO No.1 limestone per ton.

\$ 45.00 per ton

Unit price for transporting, placing, grading, and compacting crusher run limestone per ton.

\$ 17.50 per ton

Cost of all other work included in the specifications.

\$ 397,160.00 lump sum



State of West Virginia
Agency Request for Quote
Construction

Proc Folder: 763517	Reason for Modification: Addendum Addendum No. 01 is issued to publish and distribute the attached information to the Vendor Community.
Doc Description: Addendum No. 01 - North Bend Rail Trail - Trail Resurfacing	
Proc Type: Agency Purchase Order	

Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-22	2020-09-29 13:30	ARFQ 0310 DNR2100000010	2

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: 000000203375
Vendor Name : KELLY PAVING, INC.
Address : P O BOX 366
Street :
City : WILLIAMSTOWN
State : WEST VIRGINIA **Country :** USA **Zip :** 26187
Principal Contact : ROGER THOMAS
Vendor Contact Phone: 304-424-7353 **Extension:**

FOR INFORMATION CONTACT THE BUYER

James H Adkins
(304) 558-3397
jamie.h.adkins@wv.gov

Vendor Signature X *Roger Thomas* **FEIN#** 55-0583614 **DATE** 9/29/2020

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

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES NORTH BEND RAIL TRAIL 202 NORTH BEND PARK RD CAIRO WV 26337 US	DIVISION OF NATURAL RESOURCES NORTH BEND STATE PARK 202 NORTH BEND PARK RD CAIRO WV 26337-9730 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Gravel or dirt road construction service				

Comm Code	Manufacturer	Specification	Model #
72103301			

Extended Description:

North Bend Rail Trail - Trail Resurfacing
Laying and spreading gravel throughout trail, fix culverts, grading and crowning trail.

SCHEDULE OF EVENTS

Line	Event	Event Date
2	Technical Questions due 9:00 a.m. ET	2020-09-21

	Document Phase	Document Description	Page 3
DNR2100000010	Final	Addendum No. 01 - North Bend Rail Trail - Trail Resurfacing	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**SOLICITATION NAME: North Bend Rail Trail
Trail Resurfacing (ARFQ DNR21*10)**

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified above to reflect the change (s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

Addendum issued to provide answers to Vendor Questions.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Attachment A

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – State Parks and Rec
North Bend Rail Trail – Trail Resurfacing
ARFQ DNR21*10
Technical Questions

Question 1: Will aggregate be required to be spread utilizing a dozer, grader, etc or is tailgating only allowed?

Answer 1: Equipment will be needed to grade trail and spread aggregate. The trail must be satisfactory for biking. Superintendent will have the final say on if the trail meets satisfactory standards for public use.

Question 2: Where is material removed from ditches to be placed? Will contractor be required to secure a location to take material to or will locations be provided by the North Bend Rail Trail Superintendent?

Answer 2: Contractor to remove material not necessary for degrading. Organic soil from ditches is to be removed by the contractor to a place they arrange.

Question 3: Will geotextile fabric be required for any sections?

Answer 3: We do not anticipate using any.

Question 4: Will extensions be granted due to inclement weather?

Answer 4: If work must be stopped due to inclement weather, the Superintendent may submit a request for the Agency to authorize an extension.

Question 5: Will there be any compaction requirements or onsite QA/QC for aggregate placement?

Answer 5: All materials placed to be compacted to 95% standard Proctor density. The owner may have QC checks as necessary to verify compliance.

Question 6: When is the project anticipated to begin?

Answer 6: Once the bids are reviewed, an award recommendation will be submitted by the Park Superintendent for the award to be made to the lowest responsible vendor. The lowest responsible vendor will be contacted to obtain bonds and any additional paperwork required. Then the paperwork will be submitted to the Attorney General's Office for review and approval. Once the award process is completed, the lowest vendor will receive a Notice to Proceed to begin the work.

- END -

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR21*10

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:

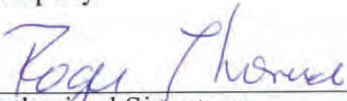
(Check the box next to each addendum received)

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

KELLY PAVING, INC.

Company



Authorized Signature

9/29/2020

Date

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



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

Proc Folder: 763517			Reason for Modification: Addendum Addendum No. 02 is issued to publish and distribute the attached information to the Vendor Community.
Doc Description: Addendum No. 02 - North Bend Rail Trail - Trail Resurfacing			
Proc Type: Agency Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2020-09-25	2020-09-29 13:30	ARFQ 0310 DNR2100000010	3

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:	000000203375
Vendor Name :	KELLY PAVING, INC.
Address :	P.O. BOX 366
Street :	
City :	WILLIAMSTOWN
State :	WEST VIRGINIA
Country :	USA
Zip :	26187
Principal Contact :	
Vendor Contact Phone:	304-424-7353
Extension:	

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

Vendor Signature X *Roger Thomas* **FEIN#** 55-0583614 **DATE** 9/29/2020

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

INVOICE TO	SHIP TO
DIVISION OF NATURAL RESOURCES NORTH BEND RAIL TRAIL 202 NORTH BEND PARK RD CAIRO WV 26337 US	DIVISION OF NATURAL RESOURCES NORTH BEND STATE PARK 202 NORTH BEND PARK RD CAIRO WV 26337-9730 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Gravel or dirt road construction service				

Comm Code	Manufacturer	Specification	Model #
72103301			

Extended Description:
North Bend Rail Trail - Trail Resurfacing
Laying and spreading gravel throughout trail, fix culverts, grading and crowning trail.

SCHEDULE OF EVENTS

Line	Event	Event Date
2	Technical Questions due 9:00 a.m. ET	2020-09-21

	Document Phase	Document Description	Page
DNR2100000010	Final	Addendum No. 02 - North Bend Rail Trail - Trail Resurfacing	3

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

**SOLICITATION NAME: North Bend Rail Trail
Trail Resurfacing (ARFQ DNR21*10)**

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified above to reflect the change (s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

1. Addendum issued to include revised Exhibit A Pricing Pages.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR21*10

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 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.

KELLY PAVING, INC.

Company



Authorized Signature

9/29/2020

Date

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

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number:

WV001884

Classification:

GENERAL ENGINEERING

KELLY PAVING INC
DBA KELLY PAVING INC
PO BOX 366
WILLIAMSTOWN, WV 26187-0366

Date Issued

AUGUST 21, 2020

Expiration Date

AUGUST 21, 2021



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board



**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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



SHEL&SA-23

D1BNELSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2020

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

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

PRODUCER License # 954553 AssuredPartners of Ohio, LLC 3900 Kinross Lakes Parkway #300 Richfield, OH 44286	CONTACT NAME: Lisa Trnjan PHONE (A/C, No, Ext): (440) 895-6584 E-MAIL ADDRESS: lisa.trnjan@AssuredPartners.com	FAX (A/C, No): (440) 356-2126
	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : BrickStreet Mutual Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Kelly Paving, Inc. P.O. Box 366 Williamstown, WV 26187		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: OH EL \$1,000,000			CPP 0895439	4/1/2020	4/1/2021	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> No Phys Damage			CPP 0895439	4/1/2020	4/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EUP 0573222	4/1/2020	4/1/2021	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCB1017233	4/1/2020	4/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	WV WC Brickstreet			WCB1017233	4/1/2020	4/1/2021	WOS/Statutory/Broad	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 WEST VIRGINIA WORKERS COMPENSATION POLICY INCLUDES WEST VIRGINIA EMPLOYERS LIABILITY COVERAGE.

CERTIFICATE HOLDER

CANCELLATION

INFORMATIONAL PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE