



State of West Virginia
Request For Quotation
Construction

Procurement Folder : 444544

Document Description : Addendum No. 1 Hillcrest WMA Shooting Range Improvements

Procurement Type : Agency Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version	Phase
2018-05-21	2018-05-31 13:30:00	ARFQ 0310 DNR1800000057	2	Final

SUBMIT RESPONSES TO:	VENDOR
BID RESPONSE DIVISION OF NATURAL RESOURCES PROPERTY & PROCUREMENT OFFICE 324 4TH AVE SOUTH CHARLESTON WV 25303-1228 US	Vendor Name, Address and Telephone KEMRON Environmental Services, Inc. 108 Craddock Way, Suite 5 Poca, WV 25159 304-755-0999

FOR INFORMATION CONTACT THE

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

Signature X

FEIN # 11-2393970

DATE 5/31/18

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

ADDITIONAL INFORMATION:

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

INVOICE TO		SHIP TO	
DIVISION OF NATURAL RESOURCES PARKS & RECREATION-PEM SECTION 324 4TH AVE SOUTH CHARLESTON WV25305 US		STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City WV 99999 US	

Line	Commodity Line Description	Qty	Unit Issue	Unit Price	Total Price
1	Shooting Range improvements		1	\$63,171.97	\$63,171.97

Commodity Code	Manufacturer	Model #	Specification
46201102			

Extended Description
Shooting Range improvements

SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Mandatory Pre-Bid 1:00pm	2018-05-14
2	Technical Question Deadline 9:00am	2018-05-17

DNR180000057	Document Phase Final	Document Description Addendum No. 1 Hillcrest WMA Shooting Range Improvements	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: ARFQ DNR1800000057

Addendum Number: No. 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: Original documents called for the contractor to install a culvert provided by the WVDNR. Per this addendum, the contractor will furnish and install the culvert.

Addendum issued to publish and distribute the attached documentation to the vendor community.

1. Vendor questions and responses
2. Pre-bid sign-in sheet

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

**WV Division of Natural Resources
Hillcrest Wildlife Management Area
Shooting Range Improvements Project
DNR1800000057
Addendum No. 1**

May 16, 2018

1. Bid Opening Date: May 31, 2018, at 1:30 p.m.
2. Bid Opening Location: WV Division of Natural Resources, Property and Procurement Office, 324 4th Avenue, South Charleston, WV 25303.
3. For clarification – The final configuration of the re-graded 100-yard backstop must be covered with a minimum of 18-inches of debris-free material. However, this material is only required to be placed on the bottom 25-feet of the re-graded slope. It will extend the full length horizontally, and a minimum of 25-feet vertically.
4. The original project documents indicate that the contractor will install a driveway culvert, provided by the WVDNR. Per this addendum, the contractor will furnish and install the culvert. It will not be provided by the WVDNR. The culvert will be a corrugated metal pipe, 40-ft in length x 15-inches in diameter, and backfilled/compacted with ½-inch crusher run stone.
5. Debris-free material, for project purposes, is defined as being free of rocks larger than 1-inch in diameter, and free of woody, herbaceous material.
6. The walkways will be constructed with a 4-inch layer of ½-inch crusher run stone.
7. A copy of the pre-bid sign-in sheet is included with this addendum.

End of Addendum No. 1

WV DIVISION OF NATURAL RESOURCES

SIGN IN SHEET

Request for Quotation/Proposal

No. DNR1800000057

Hillcrest WMA Shooting Range Improvements Project

PLEASE PRINT

Page 1 of 1

Date: May 14, 2018

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Riffle Contracting</u>	<u>po box 4481 Morgantown</u>	PHONE <u>685-4722</u>
Rep: <u>Jason</u>	<u>WV 26504</u>	0 <u>241-4965</u>
Email Address: <u>JRiffle@rifflecontracting.com</u>		FAX <u>241-4354</u>
Company: <u>LMR EXCAVATING</u>	<u>145 Pleasant Hills Rd</u>	PHONE <u>724-910-0810</u>
Rep: <u>WILLIAM LOCKHART</u>	<u>Hocktown, PA 15050</u>	
Email Address: <u>lockhartmachine80@yahoo.com</u>		FAX <u>724-573-6024</u>
Company: <u>KENROW ENVIRONMENTAL SERVICES</u>	<u>108 C. ZADOCK WAY, Suite 5</u>	PHONE <u>(304) 755-0999</u>
Rep: <u>JOHN DEMPSEY</u>	<u>POCA, WV 25159</u>	
Email Address: <u>jdempsey@kenrow.com</u>		FAX _____
Company: _____		PHONE _____
Rep: _____		
Email Address: _____		FAX _____

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR180000057

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.

KEMRON Environmental Services, Inc.

Company

Authorized Signature

5/31/2018

Date

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

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

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

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

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

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

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

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

Hillcrest WMA Shooting Range
Project Coordinates: 40-32-57N; 80-32-29W
New Cumberland, WV 26047
05/14/2018 at 1:00pm

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

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

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

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: 05/17/2018 at 9:00am

Submit Questions to:
West Virginia Division of Natural Resources
Property and Procurement Office Attention: Angela Negley
South Charleston, WV 25303
Fax: (304) 558-2165
Email: Angela.W.Negley@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. The Property and Procurement Office will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

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: KEMRON Environmental Services, Inc.

Contractor's License No.: WV- WV030188

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.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: KEMRON Environmental Services, 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.
Truckin A Services	

Attach additional pages if necessary.

ADDITIONAL TERMS AND CONDITIONS
(Architectural and Engineering Contracts Only)

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

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

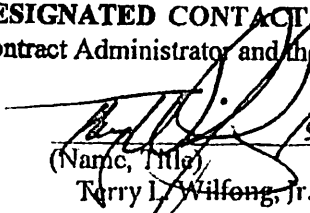
- 3. PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.

- 4. AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the W. Va. Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein. The terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

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

- 5. GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with W. Va. Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: Provided, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

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



(Name, Title)

SENIOR PROJECT MANAGER

Terry L. Wilfong, Jr., LRS/Senior Project Manager

(Printed Name and Title)

108 Craddock Way, Suite 5, Poca, WV 25159

(Address)

304-755-0999/304-755-0990

(Phone Number) / (Fax Number)

tlwilfong@kemron.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.

KEMRON Environmental Services, Inc.

(Company)



(Authorized Signature) (Representative Name, Title)

SENIOR PROJECT MANAGER

Terry L. Wilfong, Jr., LRS/Senior Project Manager

(Printed Name and Title of Authorized Representative)

5/31/2018

(Date)

304-755-0999/304-755-0990

(Phone Number) (Fax Number)

**REQUEST FOR
QUOTATION
Hillcrest Wildlife
Management Area
Shooting Range
Improvements Project**

GENERAL CONSTRUCTION SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Division of Natural Resources is soliciting bids to establish a contract for shooting range improvements, including excavation, placement of excavated material, pipe installation, construction of earthen berms and walkway, minor grading, and seeding and mulching area of disturbed areas.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Specification's Manual as defined below.
 - 2.1 "Construction Services" means:**

Excavating and grading the 100-yard hillside backstop area to a 1.5:1 slope, constructing a diversion ditch, placing excavated material as directed and as shown on plan sheets, removing trees/stumps, removing an existing culvert; installing new culverts, placing/compacting/grading fill areas; constructing earthen berms and backstops and walkway; minor grading to prevent ponding, seeding and mulching of disturbed areas. All work must be in accordance with all applicable laws and regulations; must utilize best management practices for erosion and sediment control. Work will include all incidental labor and materials, as more fully described in these specifications and the Specifications/Project Manual.
 - 2.2 "Pricing Page" means** the pages attached hereto, or included in the Specifications/Project Manual upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 "Solicitation" means** the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 "Specifications/Project Manual" means** the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents ("AIA documents") attached thereto.
- 3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.
- 4. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

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- 4.1. Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least 1 project that involved work similar to that described in the Specifications/Project Manual. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
- 5. CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.
- 6. SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
- 7. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.
- 8. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.
Vendors may obtain complete sets of the plans and specifications of the Bidding Documents by contacting:

WVDNR
324 4th Avenue
South Charleston, WV 25303
(304) 558-2764
Attn: Sherri Goff
Email requests to: sherri.l.goff@wv.gov
Cost of plans/specs: \$0

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Plans and Specifications may be examined at the following locations:

**Contractors Association of West Virginia
2114 Kanawha Boulevard East
Charleston, West Virginia 25311
Phone: 304-342-1166
Fax: 304-342-1074**

**Pittsburg Builders Exchange
1813 N. Franklin Street
Pittsburg, PA 15233
Phone: 412-922-4200
Fax: 412-928-9406**

**Kanawha Valley Builders Association
1627 Bigley Avenue
Charleston, WV 25302
Phone: 304-342-7141
Fax: 304-343-8014**

**Construction Employers Association NCWV
2794 White Hall Blvd
White Hall, WV 26554
Phone: 304-367-1290
Fax: 304-367-0126**

**Parkersburg Marietta Contractors Association
4424 Emerson Avenue
Parkersburg, WV 26104
Phone: 304-485-6485
Fax: 304-428-7622**

**Ohio Valley Construction Employers Council
21 Armory Drive
Wheeling, WV 26003
Phone: 304-242-0520
Fax: 304-242-7261**

- 9. SUBSTITUTIONS:** Any substitution requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline.
- 10. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

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Hillcrest Wildlife
Management Area
Shooting Range
Improvements Project**

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

11. MISCELLANEOUS:

- a. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Terry L. Wilfong, Jr., LRS

Telephone Number: 304-755-0999

Fax Number: 304-755-0990

Email Address: tlwilfong@kemron.com

**EXHIBIT A – PRICING PAGE
Hillcrest Wildlife
Management Area
Shooting Range
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Name of Vendor:

KEMRON Environmental Services, inc.

Address of Vendor:

108 Craddock Way, Suite 5
Poca, WV 25159

Phone Number of
Vendor:

304-755-0999

WV Contractors License
No.

WV030188

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to vendors, drawings, and specifications, hereby proposes to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding documents.

Base Bid

The Base Bid shall consist of excavating and grading the 100-yard hillside backstop area to a 1.5:1 slope, constructing a diversion ditch, placing excavated material as directed and as shown on plan sheets, removing trees/stumps, removing an existing culvert; installing new culverts, placing/compacting/grading fill areas; constructing earthen berms and backstops and walkway; minor grading to prevent ponding, seeding and mulching of disturbed areas. All work must be in accordance with all applicable laws and regulations; must utilize best management practices for erosion and sediment control. Work will include all incidental labor and materials, as more fully described in these specifications and these codes, laws, and regulations. The total of all items shall be summarized as the Total Base Bid in the space indicated below.

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

\$63,171.97

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

Sixty three thousand, one hundred seventy one
and 97/100 dollars

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 \$100,000 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.

"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: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Contracting Business Entity: KEMRON Environmental Services, Inc. **Address:** 108 Craddock Way, Suite 5, Poca, WV 25159

Authorized Agent: Terry L. Wilfong, jr., LRS **Address:** 108 Craddock Way, Suite 5, Poca, WV 25159

Contract Number: DNR1800000057 **Contract Description:** Hillcrest WMA Shooting Range Improvements

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.

Truckin A

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.

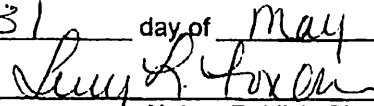
Signature:  Date Signed: 5/31/2018

Notary Verification

State of West Virginia, County of Putnam:

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

Taken, sworn to and subscribed before me this 31 day of May, 2018.

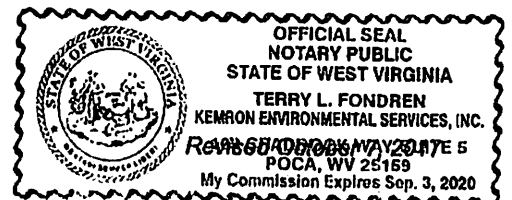

Notary Public's Signature

To be completed by State Agency:

Date Received by State Agency: _____

Date submitted to Ethics Commission: _____

Governmental agency submitting Disclosure: _____



State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

Contract Identification:

Contract Number: DNR1800000057

Contract Purpose: Hillcrest WMA Shooting Range Improvements

Agency Requesting Work: WVDNR

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

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

Vendor Contact Information:

Vendor Name: KEMRON Environmental Services, Inc.

Vendor Telephone: 304-755-0999

Vendor Address: 108 Craddock Way, Suite 5

Vendor Fax: 304-755-0990

Poca, WV 25159

Vendor E-Mail: tlwilfong@kemron.com



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

STATE OF WEST VIRGINIA,

COUNTY OF Putnam, TO-WIT:

I, Terry L. Wilfong, jr., LRS, after being first duly sworn, depose and state as follows:

1. I am an employee of KEMRON Environmental Services, Inc.; and,
(Company Name)
2. I do hereby attest that KEMRON Environmental Services, 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: Terry L. Wilfong, Jr., LRS

Signature: _____

Title: Senior Project Manager

Company Name: KEMRON Environmental Services, Inc.

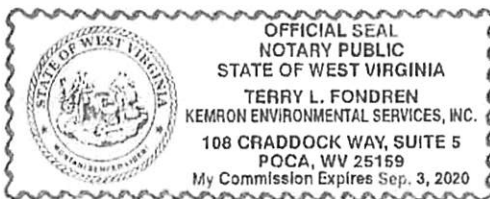
Date: 5/31/2018

Taken, subscribed and sworn to before me this 31 day of May, 2018.

By Commission expires September 3, 2020

(Seal)

Terry L. Fondren
(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 §81-5-3) 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: KEMRON Environmental Services, Inc.

Authorized Signature: [Signature]

Date: 5/31/2018

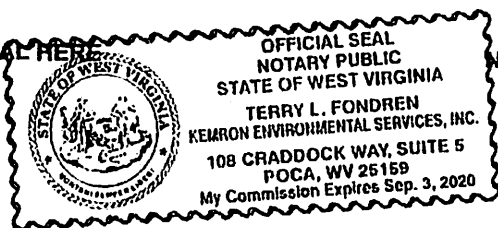
State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 31 day of May, 2018.

My Commission expires September 3, 2020.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 01/19/2018)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, KEMRON Environmental Services, Inc.
of Poca, West Virginia, as Principal, and Berkley Insurance Company
of Greenwich, Connecticut, a corporation organized and existing under the laws of the State of Delaware
with its principal office in the City of Wilmington, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Bid Amount (\$ 5% of Bid Amount) 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
Solicitation No. ARFQ DNR180000057, Hillcrest WMA Shooting Range Improvements

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 31st day of May, 2018.

Principal Seal

KEMRON Environmental Services, Inc.
(Name of Principal)

By Marianne Brown
(Must be President, Vice President, or
Duly Authorized Agent)

CHIEF FINANCIAL OFFICER
(Title)

Surety Seal

Berkley Insurance Company
(Name of Surety)

Derek Wortham
Derek Wortham 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.**

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: Christopher B. Wortham; Jerry Boutwell; Shirley A. Coleman; or Derek Wortham of H & H Insurance Services, Inc. of Norcross, GA its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of April, 2016.

Attest:
By Ira S. Lederman
Senior Vice President & Secretary

Berkley Insurance Company
By Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of April, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 31st day of May, 2018.

(Seal) Andrew M. Tuma

WARNING - Any unauthorized reproduction or use of this document is prohibited. This power of attorney is void unless seals are available and the verification seal of the notary is processed. The background, warning and verification instructions on reverse must be in blue ink.