

Exhibit "A"
Pricing Pages 1/2

CONAWAY RUN DAM MODIFICATIONS
CONAWAY RUN WILDLIFE MANAGEMENT AREA

DATE: 01/24/2018

NAME OF VENDOR: Kanawha Stone Company Inc

The aforementioned, hereinafter called Vendor, being familiar with and understanding the Bidding Documents and also having examined the site and being familiar with all local conditions affecting the project hereby proposes to furnish all labor, material, equipment, supplies and transportation and to perform all Work in accordance with the Bidding Documents within the time set forth for the sum of:

The Bidder is to summarize his bid prices below in both numbers and words for the Bid shown on the enclosed Bid Form. The Bidder will also complete the enclosed Bid Form in its entirety. The Bid Form includes both unit price and lump sum items (See Page 2/2).

BASE BID:

For the sum of: \$918,535.00

(\$ Nine hundred eighteen thousand five hundred and thirty five dollars).

(Show amount in both words and numbers)

EXHIBIT "A" - BID FORM - PRICING PAGES 2/2
CONAWAY RUN DAM MODIFICATIONS - REV. 0
 Prepared By: Civil Tech Engineering, Inc.
 January 10, 2018

ITEM	DESCRIPTION	QUANTITY	UNIT	BID	
				COST/UNIT	EXTENDED PRICE (\$)
1.0	SURVEYING (Max. 5% of Contract)	1.0	LS	13,500.00	13,500.00
2.0	QUALITY CONTROL TESTING (Max. 5% of Contract)	1.0	LS	10,500.00	10,500.00
3.0	MOB/DEMOB (Max. 10% of Contract)	1.0	LS	69,500.00	69,500.00
4.0	CLEARING & GRUBBING (Borrow Area)	0.8	AC	13,000.00	10,400.00
5.0	PRINCIPAL SPILLWAY DEMOLITION	1.0	LS	8000.00	8000.00
6.0	EXCAVATION (Dam Only)	4865.0	CY	10.00	48,650.00
7.0	REINFORCED CONCRETE	22.0	CY	2,550.00	56,100.00
8.1	COHESIVE FILL	1041.0	CY	22.00	22,902.00
8.2	RANDOM FILL	7781.0	CY	8.00	62,248.00
9.1	COARSE FILTER	18.0	CY	230.00	4,140.00
9.2	FINE FILTER	342.0	CY	100.00	34,200.00
10.1	RIP RAP	213.0	CY	120.00	25,560.00
10.2	GROUTED RIP RAP	1520.0	CY	210.00	319,200.00
11.0	EROSION AND SEDIMENT CONTROL	1.0	LS	28,700.00	28,700.00
12.0	SEEDING, FERTILIZING, & MULCHING	3.6	AC	13,600.00	48,960.00
13.0	DEWATERING & WATER CONTROL	1.0	LS	87,000.00	87,000.00
14.1	CRUSHED STONE AGGREGATE	750.0	TN	49.00	36,750.00
14.2	NO. 1 STONE (Stabilization)	250.0	TN	56.00	14,000.00
14.3	FISHERMAN'S TRAIL	405.0	LF	45.00	18,225.00

TOTAL BID PRICE

\$ 918,535.00

The Contract award shall be based on the lowest base bid or the lowest combination of the base bid and alternate bid items, as selected by the owner. The alternate bid items will be selected in the order indicated in the Form of Proposal.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Kanawha Stone Company, Inc.
of PO Box 503, Nitro WV 25143, as Principal, and Travelers Casualty and Surety Company
of America of 119 Virginia Street W, Charleston WV 25302 a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of 5% amount bid (\$ 5% amount bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Solicitation ARFQ DNR180000021, Conaway Run Dam Repairs according to plans and specifications.

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 24th day of January, 2018.

Principal Corporate Seal

Kanawha Stone Company, Inc.
(Name of Principal)
By Thomas G. Kittredge
(Must be President or Vice President)
President
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America
(Name of Surety)

Sheila Midkiff
Attorney-in-Fact
Sheila Midkiff, Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, and a power of attorney must be attached.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 231511

Certificate No. 007418884

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Ross E. Johnson, Patrick B. Kee, Beverly A. Holstine, Sheila Midkiff, Taylor R. Johnson, and Bradley P. Bobersky

of the City of Charleston, State of West Virginia, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 23rd day of October, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 23rd day of October, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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 the corporations 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.



[Signature]
Marie C. Tetreault, Notary Public

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ARFQ DNR 18*21

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.

Kanawha Stone Company, Inc.

Company

Francis H. Kottledge

Authorized Signature

January 24, 2018

Date

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

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: Kanawha Stone Company, Inc.
Contractor's License No.: WV- 006094

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.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV006094

Classification:

GENERAL BUILDING
GENERAL ENGINEERING

KANAWHA STONE COMPANY INC
DBA KANAWHA STONE COMPANY INC
PO BOX 503
NITRO, WV 25143-0503

Date Issued

SEPTEMBER 24, 2017

Expiration Date

SEPTEMBER 24, 2018

Thomas G. Kilmaly

Authorized Company Signature

Gene Proyer

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.

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.

Thomas Y. Kittredge, President
(Name, Title)
Thomas Y. Kittredge, President
(Printed Name and Title)
409 Jacobson Drive, Poca, WV 25159
(Address)
304-755-8271 / 304-755-8274
(Phone Number) / (Fax Number)
tom.kittredge@kanawhastone.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.

Kanawha Stone Company, Inc.
(Company)

Thomas Y. Kittredge
(Authorized Signature) (Representative Name, Title)

Thomas Y. Kittredge, President
(Printed Name and Title of Authorized Representative)

January 24, 2018
(Date)

304-755-8271 / 304-755-8274
(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
West Virginia Division of Natural Resources – Wildlife Resources Section
Dam Modification for Conaway Run Lake

and/or keys to perform service.

- 8.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 8.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 8.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 8.5. 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: Thomas Y. Kittredge

Telephone Number: 304-755-8271

Fax Number: 304-755-8274

Email Address: tom.kittredge@kanawhastone.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, Earl Hill III, after being first duly sworn, depose and state as follows:

1. I am an employee of Kanawha Stone Company, Inc.; and,
(Company Name)
2. I do hereby attest that Kanawha Stone Company, 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: Earl Hill III

Signature: *Earl Hill III*

Title: Lead Estimator

Company Name: Kanawha Stone Company, Inc.

Date: January 24, 2018

Taken, subscribed and sworn to before me this 24th day of January, 2018.

By Commission expires April 30, 2021

(Seal)



Peggy L. Russell
(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 OTHER 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: Kanawha Stone Company, Inc.

Authorized Signature: Thomas G. Kennedy Date: January 24, 2018

State of West Virginia

County of Putnam, to-wit:

Taken, subscribed, and sworn to before me this 24th day of January, 2018.

My Commission expires April 30, 2021, 20 .

AFFIX SEAL HERE



NOTARY PUBLIC

Peggy L. Russell

Purchasing Affidavit (Revised 07/07/2017)