



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header @ 1

[List View](#)**General Information** | Contact | Default Values | Discount | Document Information

Procurement Folder: 359315

Procurement Type: Central Purchase Order

Vendor ID: 

Legal Name: METALS TREATMENT TECHNOLOGIES LLC

Alias/DBA:

Total Bid: \$224,000.00

Response Date:  Response Time: 

SO Doc Code: CRFQ

SO Dept: 0603

SO Doc ID: ADJ1800000002

Published Date: 8/21/17

Close Date: 8/29/17

Close Time: 13:30

Status: Closed

Solicitation Description: 

Total of Header Attachments: 1

Total of All Attachments: 1



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

**State of West Virginia  
 Solicitation Response**

**Proc Folder :** 359315

**Solicitation Description :** ADDENDUM 1 LEAD ABATEMENT FIRING RANGE KENOVA AFRC

**Proc Type :** Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-08-29 13:30:00	SR 0603 ESR08281700000000741	1

VENDOR
VS0000013633 METALS TREATMENT TECHNOLOGIES LLC

**Solicitation Number:** CRFQ 0603 ADJ1800000002

**Total Bid :** \$224,000.00      **Response Date:** 2017-08-29      **Response Time:** 11:17:28

**Comments:**

**FOR INFORMATION CONTACT THE BUYER**  
 Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

<b>Signature on File</b>	<b>FEIN #</b>	<b>DATE</b>
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Lead Abatement Firing Range Kenova AFRC				\$224,000.00

Comm Code	Manufacturer	Specification	Model #
72000000			

**Extended Description :** Provide all labor, materials and equipment necessary to remediate the facility for all lead containing materials and cover to a storage facility.



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 09 — Construction

Proc Folder: 359315

Doc Description: ADDENDUM 1 LEAD ABATEMENT FIRING RANGE KENOVA AFRC

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-08-21	2017-08-29 13:30:00	CRFQ 0603 ADJ1800000002	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

Metals Treatment Technologies, LLC  
 14045 W 66th Ave  
 Arvada, CO 80004  
 303-456-6977

**FOR INFORMATION CONTACT THE BUYER**

Crystal Rink  
 (304) 558-2402  
 crystal.g.rink@wv.gov

Signature X

FEIN # 84-1553446

DATE 8/29/17

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

**ADDITIONAL INFORMATION:**

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA ARMY NATIONAL GUARD, CONSTRUCTION AND FACILITIES MANAGEMENT OFFICE, IS SOLICITING BIDS TO ESTABLISH A CONTRACT FOR LEAD ABATEMENT AT KENOVA AFRC FIRING RANGE PER THE ATTACHED.

INVOICE TO		SHIP TO	
DIVISION ENGINEERING & FACILITIES ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		BUILDING TRADE SPECIALIST KENOVA ARMED FORCES RESERVE CENTER 2194 BOOTH RD	
CHARLESTON	WV25311	KENOVA	WV 25530
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Lead Abatement Firing Range Kenova AFRC	1	1	\$224,000	\$224,000

Comm Code	Manufacturer	Specification	Model #
72000000			

**Extended Description :**

Provide all labor, materials and equipment necessary to remediate the facility for all lead containing materials and covert to a storage facility.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	MANDATORY PRE-BID MEETING	2017-08-15
2	VENDOR QUESTION DEADLINE	2017-08-18

ADJ180000002	<b>Document Phase</b> Final	<b>Document Description</b> ADDENDUM 1 LEAD ABATEMENT FIRING RANGE KENOVA AFRC	<b>Page 3</b> <b>of 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** West Virginia 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. West Virginia 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 Purchasing Division 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: Metals Treatment Technologies, LLC

Contractor's License No.: WV- WV056254

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 Purchasing Division 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 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.





**WEST VIRGINIA  
CONTRACTOR  
LICENSING  
BOARD**

# CONTRACTOR LICENSE

Authorized by the

**West Virginia Contractor Licensing Board**

**Number:** WV056254

**Classification:**

EXCAVATION

METALS TREATMENT TECHNOLOGIES LLC  
DBA METALS TREATMENT TECHNOLOGIES LLC  
14045 W 66TH AVE  
ARVADA, CO 80004


**Date Issued**

**Expiration Date**

MAY 23, 2017

MAY 23, 2018

  
Authorized Company Signature

  
Chair, West Virginia Contractor  
Licensing Board

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



**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.

James M Barthel  
(Name, Title)  
James M Barthel, CEO / Managing Member  
(Printed Name and Title)  
14045 W 66th Ave, Arvada, CO 80004  
(Address)  
303-456-6977 / 303-456-6998  
(Phone Number) / (Fax Number)  
info@mt2.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.

Metals Treatment Technologies, LLC  
(Company)

Michael Burkett  
(Authorized Signature) (Representative Name, Title)

Michael Burkett, Vice President / Managing Member  
(Printed Name and Title of Authorized Representative)

8/29/17  
(Date)

303-456-6977 / 303-456-6998  
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION**  
**CRFQ ADJ180000002**  
**Renovate/ Provide Lead Abatement for Indoor Firing Range at Kenova AFRC**

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by barrier tape, nail holes, water damage, broken glass, etc.), at no additional expense to the Agency.

**10.4.2. Final Inspection:** Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

**11. 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:

**11.1.** Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

**11.2.** Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

**11.3.** Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

**11.4.** Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

**11.5.** Vendor shall inform all staff of Agency's security protocol and procedures.

**12. MISCELLANEOUS:**

**12.1. 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:** James Barthel

**Telephone Number:** 303-456-6977

**Fax Number:** 303-456-6998

**REQUEST FOR QUOTATION  
CRFQ ADJ1800000002  
Renovate/ Provide Lead Abatement for Indoor Firing Range at Kenova AFRC**

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**Email Address:** info@mt2.com

**EXHIBIT A – Pricing Page**

EXHIBIT A  
CRFQ ADJ1800000002  
**Price Sheet**

ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES NECESSARY TO REMEDIATE THE FIRING RANGE FOR ALL LEAD CONTAINING MATERIALS AND TO RENOVATE IT INTO A STORAGE AREA AT:

ARMED FORCES RESERVE CENTER KENOVA  
2194 BOOTH DRIVE, KENOVA, WV 25530

The undersigned, hereafter called the Vendor, being familiar with and understanding the bidding documents; and being familiar with the site and all local conditions affecting the Project, hereby proposes to furnish labor, material, equipment, supplies, and transportation to perform the work as described in the bidding documents

VENDOR COMPANY NAME: Metals Treatment Technologies, LLC

VENDOR ADDRESS: 14045 W 66th Ave  
Arvada, CO 80004

TELEPHONE: 303-456-6977

FAX NUMBER: 303-456-6998

E-MAIL ADDRESS: info@mt2.com

**CONTRACT TOTAL BID AMOUNT: COST: REMEDIATE FOR LEAD & RENOVATE FIRING RANGE at the KENOVA RESERVE CENTER.**

Two hundred and twenty-four thousand dollars 00/100

(\$ 224,000)

(Contract bid to be written in words and numbers.)

Failure to use this bid form may result in bid disqualification.

SIGNATURE: Michael Burkett DATE: 8/29/17

NAME: Michael Burkett  
(Please Print)

TITLE: Vice President / Managing Member



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

STATE OF WEST VIRGINIA,

COUNTY OF Wayne TO-WIT:

I, Karin Barthel, after being first duly sworn, depose and state as follows:

1. I am an employee of Metals Treatment Technologies, LLC; and,  
(Company Name)
2. I do hereby attest that Metals Treatment Technologies, LLC  
(Company Name)

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

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

Printed Name: Karin Barthel

Signature: Karin Barthel

Title: Human Resources Manager

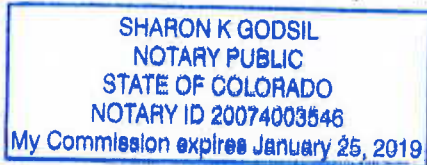
Company Name: Metals Treatment Technologies, LLC

Date: 8/29/17

Taken, subscribed and sworn to before me this 29<sup>th</sup> day of August, 2017.

By Commission expires January 25, 2019

(Seal)



Sharon K Godsil  
(Notary Public)

# **Drug-Free Workplace Policy**

**MT2, LLC**  
**November 2012**

## **Purpose and Goal**

**MT2, LLC** is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

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

## **Covered Workers**

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

## **Applicability**

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

## **Prohibited Behavior**

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

## **Searches**

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

## **Drug Testing**

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



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

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

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

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP) and Alcohol.

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

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

Any employee who tests positive will be immediately removed from duty, possibly suspended without pay for a period of up to 30 days, required to pass a Return-to-Duty test and sign a Return-to-Work Agreement, subject to ongoing, unannounced, follow-up testing for a period of five years and possibly terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement.

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

### **Consequences**

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

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

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

### **Return-to-Work Agreements**

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

## **Assistance**

MT2, LLC recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems.

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

## **Confidentiality**

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

## **Shared Responsibility**

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

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

In addition, employees are encouraged to:

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

It is the supervisor's responsibility to:

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



**DRUG AND/OR ALCOHOL TESTING CONSENT FORM**  
**EMPLOYEE AGREEMENT AND CONSENT TO**  
**DRUG AND/OR ALCOHOL TESTING**

I hereby agree, upon a request made under the drug/alcohol testing policy of MT2, LLC (the Company), to submit to a drug or alcohol test and to furnish a sample of my urine, breath, and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the Company and/or its company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Company and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the Company to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I understand that only duly-authorized Company officers, employees, and agents will have access to information furnished or obtained in connection with the test; that they will maintain and protect the confidentiality of such information to the greatest extent possible; and that they will share such information only to the extent necessary to make employment decisions and to respond to inquiries or notices from government entities.

I will hold harmless the Company, its company physician, and any testing laboratory the Company might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a Company or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the Company, its company physician, and any testing laboratory the Company might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

I UNDERSTAND THAT THE COMPANY WILL REQUIRE A DRUG SCREEN AND/OR ALCOHOL TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT, AND I AGREE TO SUBMIT TO ANY SUCH TEST.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name - Printed

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

## LAST CHANCE AGREEMENT

(STRICTLY CONFIDENTIAL)

DATE: \_\_\_\_\_

EMPLOYEE \_\_\_\_\_

NAME: \_\_\_\_\_

Dear \_\_\_\_\_:

On \_\_\_\_\_, 20\_\_, you tested positive for substance abuse under the terms of Company Drug and Alcohol Testing Program Policy. On \_\_\_\_\_, 20\_\_, the Company agreed to your request to seek counseling and referral to a Substance Abuse Professional (SAP). You must agree and comply with the following conditions concerning your rehabilitation program and possible reinstatement:

1. That I fully cooperate and participate in Company counseling/rehabilitation program, in accordance with instructions and requirements of the Company's SAP and/or DER. I understand that my leave to continue in a counseling or rehabilitation program may be reviewed on a weekly basis. I will provide the DER with timely evidence of my participation in such a program, including evidence of my attendance at all required sessions of the program; or that I authorize the counseling or rehabilitation program representatives to provide proof of enrollment in the program and proof of attendance at all required sessions directly to the Company's DER or SAP.
2. That I provide the Company with a written doctor's certificate explaining the reason for any absence from work during the rehabilitation program.
3. That I authorize the SAP and counseling or rehabilitation representatives to confer with the DER regarding my attendance, progress, and suitability for continued employment or return to active employment, as the case may be, including the disclosure of medical/psychiatric evaluations of me as they pertain to my "fitness for duty".
4. That, upon my continued active employment or return to active employment, I must hereafter meet all established The Company policies, rules or regulations, standards of conduct, and standards of job conduct and performance required of any other employee, and that I will be subject to the same disciplinary procedure(s) as any other employee.
5. That I pay for all costs of rehabilitation not covered under Company's EAP or benefit plan.
6. That for a period of one to five years (based upon the SAP recommendation) following completion of a SAP evaluation, I will present myself for any and all drug and/or alcohol tests scheduled by the Company, and that I pass such tests. That I pay for all costs of follow-up tests as required by the SAP for the determined time period.
7. It is expressly understood, and I agree, that my failure or refusal to successfully complete any of the above conditions, including the drug and/or alcohol tests, will result in disciplinary action, up to and including immediate termination. I also understand and agree that my future employment depends upon my remaining free of drugs and/or free of alcohol abuse for the entire duration of my continued

employment, and that this LAST CHANCE opportunity afforded me by the Company is conditioned accordingly.

8. It is further expressly understood that this Agreement in no way:
- a. Waives the Company's right to take any other appropriate disciplinary or discharge action against me during or after the period for which I may be screened or tested.
  - b. Affects the current status of my employment or the Company's right to terminate me, for any or no reason, without notice.

Such conditions, including those above, are recognized to be in addition to the Company's right to alter my employment relationship with it, and for the reasons set forth above.

**ACCEPTED BY:**

Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED:**

Title, DER: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**MANDATE:** 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 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: Metals Treatment Technologies, LLC

Authorized Signature: Michael Burkett Date: 8/29/17  
Michael Burkett, Vice President / Managing Member

State of Colorado

County of Jefferson to-wit:

Taken, subscribed, and sworn to before me this 29<sup>th</sup> day of August, 2017.

My Commission expires January 25, 2019.

**AFFIX SEAL HERE**  
SHARON K GODSIL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20074003846  
My Commission expires January 25, 2019

NOTARY PUBLIC Sharon K Godsil

West Virginia Ethics Commission

Disclosure of Interested Parties to Contracts

Contracting business entity: Metals Treatment Technologies, LLC

Address: 14045 W 66th Ave, Arvada, CO 80004

Contracting business entity's authorized agent: Michael Burkett

Address: 14045 W 66th Ave, Arvada, CO 80004

Number or title of contract: CRFQ 0603 ADJ1800000002

Type or description of contract: Lead Abatement Firing Range Kenova AFRC

Governmental agency awarding contract: State of West Virginia

Names of each Interested Party to the contract known or reasonably anticipated by the contracting business entity (attach additional pages if necessary):

James M Barthel, Owner, 35.28%

Michael Burkett, Owner, 33.63%

Signature: Michael Burkett Date Signed: 8/29/17

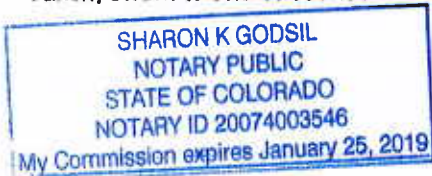
Check here if this is a Supplemental Disclosure.

Verification

State of Colorado County of Jefferson

I, Michael Burkett the authorized agent of the contracting business entity listed above, being duly sworn, acknowledges 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 August, 2017.



Sharon K Godsil 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**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Metals Treatment Technologies, LLC  
of 14045 W 66th Avenue, Arvada, CO 80004, as Principal, and Philadelphia Indemnity Insurance  
Company of One Bala Plaza, #100, Bala Cynwyd, PA 19004, a corporation organized and existing under the laws of the State of PA  
with its principal office in the City of Bala Cynwyd, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Lead Abatement Firing Range Kenova AFRC, Solicitation No. 0603 ADJ1800000002

**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 24th day of August, 2017.

Principal Seal

Metals Treatment Technologies, LLC

(Name of Principal)

By Michael Ruloff

(Must be President, Vice President, or  
Duly Authorized Agent)

Vice President

(Title)

Surety Seal

Philadelphia Indemnity Insurance Company

(Name of Surety)

Sarah C. Brown  
Attorney-in-Fact - Sarah C. Brown

**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.

PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Todd D. Bengford, Mark Sweigart, Donald E. Appleby, Sarah C. Brown, Susan J. Lattarulo and Florietta Acosta of Holmes Murphy and Associates, LLC**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

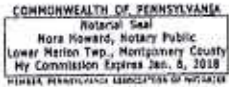
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.

(Seal)



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 14<sup>th</sup> day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14<sup>th</sup> day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 24<sup>th</sup> day of August, 2017.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY