



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

## General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 573119

Procurement Type: Central Purchase Order

Vendor ID: 000000164510

Legal Name: WOLF CREEK CONTRACTING CO LLC

Alias/DBA:

Total Bid: \$1,648,000.00

Response Date: 06/06/2019

Response Time: 13:06

SO Doc Code: CRFQ

SO Dept: 0310

SO Doc ID: DNR1900000008

Published Date: 5/23/19

Close Date: 6/6/19

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No.01, North Bend &amp; Blackwater Falls Event Shelter

Total of Header Attachments: 1

Total of All Attachments: 1



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Building Construction Services				\$1,648,000.00

Comm Code	Manufacturer	Specification	Model #
72120000			

**Extended Description :** Construction of two (2) large event type shelters; one (1) at North Bend State Park and one (1) at Blackwater Falls State Park.

**Comments:** Contract amount is combined total.  
 Base Bid: \$ 750,000.00  
 Alt 1 : \$ 898,000.00

EXHIBIT A – PRICING PAGE  
North Bend State Park, Blackwater State Park  
Deluxe Picnic Shelters Construction Project

Name of Vendor:

Wolf Creek Contracting Company, LLC

Address of Vendor:

403 Watertown Road,  
Waterford, Ohio 45786

Phone Number of Vendor:

740-749-3459

WV Contractors License No.

**WV**-046042

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, 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.

**"A" Base Bid**

The Base Bid shall consist of all the work described in Section 01 1000 Summary and contained in the Construction Documents. Base Bid includes the construction of deluxe picnic shelter **at North Bend State Park.**

**Total Base Bid:**

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

**Written in numbers.**

\$ 750,000.00

**Total Base Bid: "A"**

Lump sum for all labor, materials, and equipment as defined in the Bidding Documents.

**Written in words.**

SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS

EXHIBIT A – PRICING PAGE  
North Bend State Park, Blackwater State Park  
Deluxe Picnic Shelters Construction Project

**Additive/Deductive Alternates**

The Alternate Bids shall consist of all the work described in Section 01 2300 Alternates.

**“B” Alternate No. 1** - Provide a lump sum cost to be added to the Base Bid for Blackwater State Park.

**Total Alternate No. 1 Bid:**  
Construction of a deluxe picnic shelter at Blackwater State Park as defined in the Construction Documents.  
**Written in numbers.**

**\$ 898,000.00**

**Total Alternate No. 1 Bid:**  
“B” Construction of a deluxe picnic shelter at Blackwater State Park as defined in the Construction Documents.  
**Written in words.**

**EIGHT HUNDRED NINETY EIGHT THOUSAND DOLLARS  
AND NO CENTS**

**Total Bid Amount is the TOTALS of A + B =**

**\$ 1,648,000.00**

**ONE MILLION SIX HUNDRED FORTY-EIGHT THOUSAND DOLLARS**

The bidder understands that to the extent allowed by the West Virginia Code, the Owner reserves the right to waive any informality or irregularity in any Bid, or Bids, and to reject any or all Bids in whole or in part; to reject a bid not accompanied by the required bid security or by other data required by the Bidding Documents; to reject any condition of the bid by the Bidder that is in any way inconsistent with the requirements, terms and conditions of the Bidding Documents; or to reject a bid that is in any way incomplete or irregular.

**PROGRESS PAYMENTS** - The CONTRACTOR will make current estimates in writing once each month on AIA Forms G702 and G703 on or before the date set by the OWNER at the time of starting the WORK. The progress payments shall be a true estimate of the materials complete in place and the amount of WORK performed in accordance with the CONTRACT during the preceding month and the value thereof figured at the CONTRACT unit prices or based on the approved schedule of value. Should there be any doubt of the OWNER as to the integrity of any part of the COMPLETED work, the estimates for that portion will not be allowed modified by the CONTRACTOR accordingly. CONTRACTOR shall submit evidence to document the extent of progress payments as required by the OWNER.

Progress payments will not be made when the total value of the WORK done since the last estimate amounts to less than Five Hundred Dollars (\$500.00). From the total of the amounts ascertained as payable, an amount equivalent to and in accordance with Article 9 of A201-2007 Supplementary Conditions of the State of West Virginia will be deducted and retained by the OWNER until completion of the entire CONTRACT in an acceptable manner. The balance, less all previous payments, will be certified for payment by the OWNER.

When the WORK under contract has been completed and its acceptance is recommended by the OWNER, the retainage shall be released and paid to the CONTRACTOR.

**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.

*Howard Offenberger, Jr., President*

(Name, Title)

Howard B. Offenberger, Jr., President

(Printed Name and Title)

403 Watertown Road, Waterford, Ohio 45786

(Address)

740-749-5818/740-422-1244

(Phone Number) / (Fax Number)

Hoffenberger@wolfcreekcontractors.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.

Wolf Creek Contracting Company, LLC

(Company)

*Howard B. Offenberger, Jr. - President*

(Authorized Signature) (Representative Name, Title)

Howard B. Offenberger, Jr. President

(Printed Name and Title of Authorized Representative)

June 6, 2019

(Date)

740-749-5818

740-422-1244

(Phone Number) (Fax Number)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DNR1900000008**

**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.



Wolf Creek Contracting Company, LLC

Company

Authorized Signature

Howard B. Offenberger, Jr.

June 6, 2019

Date

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



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Wolf Creek Contracting Co., LLC  
of 403 Watertown Road, Waterford, OH 45786, as Principal, and Travelers Casualty and Surety Company  
of America of 1 Tower Sq., 5PB, Hartford, CT 06183, 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 Five Percent of Bid Amount (\$ 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 DNR1900000008: North Bend State Park & Blackwater Falls State Park - Lg Event Picnic Shelters

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 May, 2019.

Principal Seal



Wolf Creek Contracting Co., LLC

(Name of Principal)

By [Signature]

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

President  
(Title)

Surety Seal

Travelers Casualty and Surety Company of America

(Name of Surety)

[Signature]  
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.**





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

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Robln Hubbard-Sherrod** of **CHARLESTON West Virginia**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

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

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

My Commission expires the 30th day of June, 2021



Anna P. Nowik, Notary Public

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

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

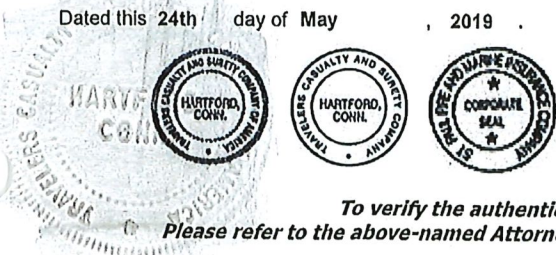
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is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

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

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

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

Dated this 24th day of May, 2019



Kevin E. Hughes, Assistant Secretary

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

REQUEST FOR QUOTATION  
**WVDNR Parks & Recreation**  
**North Bend State Park and Blackwater Falls State Park**  
**Picnic Shelter Construction Project**

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**West Virginia Builders Association**  
 2220 Washington Street, East Suite 1  
 Charleston, WV. 25311  
 Phone: 304.342.5176

**13. 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.

**14. 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:

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

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

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

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

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

**15. MISCELLANEOUS:**

**15.1. 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:** Howard B. Offenberger, Jr.

**Telephone Number:** 740-749-5818

**Fax Number:** 740-422-1244

REQUEST FOR QUOTATION  
WVDNR Parks & Recreation  
North Bend State Park and Blackwater Falls State Park  
Picnic Shelter Construction Project

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**Email Address:** hoffenberger@wolfcreekcontractors.com

**15.2. Owner's Representative:** Owner's representative for notice purposes is

**Name:** Carolyn Mansberger

**Telephone Number:** 304.549.9167

**Fax Number:** \_\_\_\_\_

**Email Address:** Carolyn.M.Mansberger@WV.Gov

**16. Initial Decision Maker:** Chapman Technical Group, the Architect, shall serve as the Initial Decision Maker in matters relating to this contract.



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:**

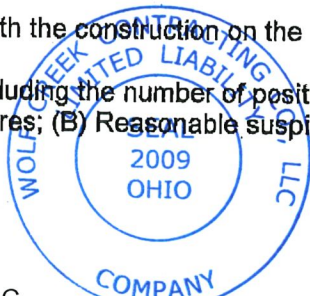
Contract Number: DNR1900000008

Contract Purpose: North Bend & Blackwater Falls Event Shelters

Agency Requesting Work: West Virginia Division of Natural Resources

**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: Wolf Creek Contracting Company, LLC

Vendor Telephone: 740-749-3459

Vendor Address: 403 Watertown Road  
Waterford, OH 45786

Vendor Fax: 304-422-1244

Vendor E-Mail: hoffenberger@wolfcreekcontractors.com



403 Watertown Road  
Waterford, OH 45786  
740-749-3459  
740-749-0602 Fax

### **WOLF CREEK REQUIREMENTS, DRUG FREE WORKPLACE**

1. Policy Attached
2. MEDTOX Laboratories, Inc., 402 West County Road D. St. Paul, MD 55112  
Occupational Health Partners, MRO: Dr. Michael K. Brockett, 401 Matthew St., Marietta, Oh 45750
3. 5 employees per project
4. A. 22 total test for pre- employment, 20 negative 2 positive  
B. Zero reasonable suspicion  
C. 1 post accident, negative  
D. 3 random, all negative

## Wolf Creek Contractors Drug-Free Workplace Policy

### **Employees Subject to Testing**

Under Wolf Creek Contractors Drug-Free Workplace Policy, current and prospective employees who work or would work in high-risk or safety sensitive positions will be required to submit to drug and/or alcohol testing. No prospective employee will be asked to submit to testing unless an offer of employment has been made. An offer of employment by Wolf Creek Contractors, however, is conditioned on the prospective employee testing negative for drugs.

### **Safeguards**

Wolf Creek Contractors policy is to provide a safe work environment for all its employees and is intended to comply with all state laws governing drug and alcohol testing and is designed to safeguard employee privacy rights to the fullest extent of the law.

### **Selection**

All Wolf Creek Contractors employees will be required to submit to drug and alcohol testing; all production employees, all employees that visit construction job sites, and office personnel that have access to confidential company material will be required to submit to drug and alcohol testing. These jobs by title are: President, Estimators, Safety Manager, Foremen, Accountant, Training Coordinator, Human Resources, and field employees. If additional position titles are added, these jobs will be reviewed for need of testing.

### **Tested Substances**

Wolf Creek Contractors drug testing program is limited to testing for amphetamines, cocaine, cannabinoids, opiates, phencyclidine (PCP), barbiturates, benzodiazepines, methadone and propoxyphene.

### **Written Notice**

Before being asked to submit to a drug and/or alcohol test, the employee will receive written notice of the requirements.

### **Licensed Laboratories**

Any drug and/or alcohol testing required by Wolf Creek Contractors will be conducted by a laboratory that is certified by the U.S. Department of Health & Human Services. The employee may obtain the name and location of the laboratory that will analyze the employee's test sample by calling the collection lab (currently Marietta Occupational Health Partners).

At no time shall Wolf Creek Contractors or its' supervisors/employees be responsible for the collection of samples, collection procedures, chain of custody, security, substance abuse testing facilities, transportation of samples to the appropriate laboratory, storage of test samples, reporting results, quality assurance, quality control, accuracy of results, testing methods or methodology.

With respect to test results or testing methods, Lang Masonry shall rely upon the expertise of the designated substance abuse testing facilities, and their respective Medical Review Officers (MRO) and will treat test results from these substance abuse testing facilities as being valid and accurate. Any employee dispute about the testing methods, methodology, accuracy of the tests, or test results, must be addressed through the appeal process and directed toward the testing facility.



## **Types of Drug and Alcohol Testing to be Done**

Following the initial testing (pre-employment and/or Company wide testing in November 2000), random testing and “for cause” testing will be done by Wolf Creek Contractors.

Random testing will be conducted by Marietta Occupational Health Consortium where all employees’ names will be used. A minimum of 10% of the consortium employees will be selected from all employee classification list, by computer program random selection. Each employee will have the same odds of being selected each time as every other employee. Becky Hendershot, Human Resource Manager will be in charge of the notifying the consortium of new employees.

For Cause testing will be conducted for the following conditions:

- 1.) Fighting or violence on the job.
  - 2.) An accident that results in an injury to another that requires medical treatment, an injury requiring medical attention to one’s self, or damage to company property or to another’s property.
  - 3.) Sleeping during work time.
  - 4.) \*Observed possessing or using drugs or alcohol on the job.
  - 5.) \*Being under the influence of drugs or alcohol on the job using criteria outlined by the State of Ohio.
- Items 4 and 5 are grounds for immediate termination of employment. Blood alcohol of .04% or greater on the job will be considered a positive alcohol test.

Employees returning from lay off or an extended time away from work will be required to submit a drug screen. An extended time is classified as 8 or more working days.

## **Notice of Results**

Any employee that submits to a drug or alcohol test for the Company, Wolf Creek Contractors will notify the employee of the results of the test within one working day of receiving them from the MRO. To preserve the confidentiality Wolf Creek Contractors strives to maintain, the employee will be notified in person directly whether the test was negative or confirmed positive and, if verified positive, what step is next.

## **Positive Test Results**

If the employee receives notice from the MRO that the employee's test results were verified positive, the employee will be given the opportunity to explain the positive results (prescribed medication, etc.) following the employee's receipt of the test result. In addition, the employee may have bottle B of the split specimen tested at a U.S. Department of Health & Human Services certified laboratory. The test will be at the expense of the employee. Should the retest come back negative, the Company will reimburse the employee the cost of the retesting.

- The first time an employee tests positive for drugs or alcohol, they will be suspended for one week without pay, and then test negative to return to work
- The second time an employee tests positive for drugs or alcohol, their employment with Wolf Creek Contractors will be terminated and they will not be permitted to re-apply for employment for a period of 6 months.

### **Adverse Employment Action**

If there is reason to suspect that an employee is working while under the influence of an illegal drug or alcohol, the employee will be suspended without pay until the results of a drug and alcohol test are made available to Wolf Creek Contractors by the MRO. Should the employee's test results come back negative, they will be paid for the time off. Where drug or alcohol testing is part of a routine physical or random screening, there will be no adverse employment action taken until the test results are received. A positive result on reasonable suspicion will result in immediate termination.

### **Voluntary Counseling**

An employee may confide that they have a drug or alcohol problem at any time, prior to positive testing, and ask for counseling outside the Company without adverse employment action. This counseling will be provided at the Company's expense when an approved counselor is chosen.

### **Confidentiality**

Wolf Creek Contractors will make every effort to keep the results of drug and alcohol test confidential. Only two persons within the Company will have access to them, Human Resources, and the Safety Director. The employee must give the employee's consent before test results are released to anyone else. Be advised, however, that test results may be used in administrative hearings and court cases arising as a result of the employee's drug testing. Also, results will be sent to federal agencies as required by federal law. If the employee is to be referred to a treatment facility for evaluation, the employee's test results will also be made available to the employee's counselor. The results of the drug testing in the workplace will not be used against the employee in any criminal prosecution except as required by Ohio state law.

## **Costs**

Wolf Creek Contractors will pay the cost of any drug and alcohol testing that it requires or requests employees submit to, except for retesting of confirmed positive results. Any additional tests that the employee requests will be paid for by the employee.

## **Drug and Alcohol Use at Work Prohibited**

Wolf Creek Contractors will not tolerate any use of nonprescription drugs or alcohol during work hours. If the employee comes to work under the influence of drugs or alcohol or use drugs or alcohol during work time, the disciplinary action set forth in this policy will be enforced.

## **Subcontractor Agreement**

As an express condition of any contract with Wolf Creek Contractors, any subcontractor seeking to perform any work for Wolf Creek Contractors on any of the Company job sites must agree to adopt and comply with Wolf Creek Contractors Drug-Free Workplace Policy or any more stringent substance abuse policy required by the project owner or general contractor.

## Wolf Creek Contractors

### Drug/Alcohol Testing Consent Form

The Company has a policy prohibiting the use, possession, distribution or sale of intoxicants, illegal and unauthorized drugs, narcotics, “look-a-like” drugs and drug paraphernalia while on Company property or on Company business. In order to ensure compliance with the Company’s prohibition concerning the above substances, employees may be required and as a condition to continuing employment to cooperate in breath alcohol testing, and drug urinalysis testing procedures. Such test will be performed on the following basis:

- A. Pre Employment
- B. For Cause
- C. Post Accident
- D. Random Drug and Alcohol Testing
- E. Return-to-Duty and Follow-up Test

In accordance with this policy, any employee refusing to submit to such a test as stipulated by this policy will be subject to disciplinary action up to and including termination of employment. Any refusal by a new hire to submit to such tests as stipulated by this policy will disqualify the new hire for commencement of employment. In the event that such test should reveal any detectable amount of any drug, intoxicant, narcotic or other substance as outlined in this policy, the individual will be subject to disciplinary action up to and including discharge and/or voluntary withdrawal of application of employment.

My signature on this document acknowledges that I have been informed of the Company’s Drug-Free Workplace Policy, have read the foregoing statement and agree to abide by it in full. My signature below also constitutes my consent to give a breath alcohol test and/or a urine sample to be used for drug and alcohol analysis. I agree by submitting to this test that the testing agency is authorized by me to provide the results of this test to the Company. I further agree to hold the Company, its agents, directors, officers and employees harmless from any and all liability in connection with the testing for drug and/or alcohol content.

\_\_\_\_\_  
Print Employee’s Name

\_\_\_\_\_  
Date of Consent

\_\_\_\_\_  
Employee’s Signature

**Wolf Creek Contractors, Inc.**  
**Drug-Free Workplace Policy Employee Acknowledgement**

By my signature below, I hereby acknowledge that I have received the Company's policy materials that explain the drug and alcohol testing requirements. I further certify that I have read, understand and agree to be governed by the Company's Drug-Free Workplace Policy and that I have received a copy of this policy.

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Date of Acknowledgment

\_\_\_\_\_  
Employee's Signature

**Wolf Creek Contractors, Inc**

**EMERGENCY HIRING WAIVER STATEMENT**

I understand and agree that I have been employed either pending negative results of a drug screen or pending Wolf Creek Contractors right to perform a breath alcohol and/or urinalysis drug screen at a later date. I understand and agree that my employment is contingent upon the negative drug/alcohol results in these findings and should these findings be reporting positive results in this screening, my employment at Wolf Creek Contractors will be terminated.

\_\_\_\_\_  
Print Employee's Name

\_\_\_\_\_  
Date of Acknowledgment

\_\_\_\_\_  
Employee's Signature



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

OHIO  
~~STATE OF WEST VIRGINIA,~~  
COUNTY OF Washington, TO-WIT:

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

1. I am an employee of Wolf Creek Contracting Company, LLC; and,  
(Company Name)
2. I do hereby attest that Wolf Creek Contracting Company, 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.

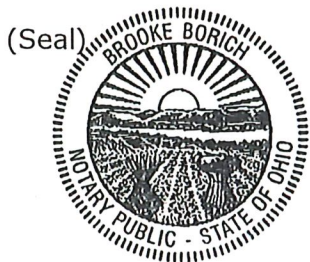
The above statements are sworn to under the penalty of perjury.



Printed Name: Harold B. Offenberger, Jr.  
 Signature: [Handwritten Signature]  
 Harold B. Offenberger, Jr.  
 Title: President  
 Company Name: Wolf Creek Contracting Company, LLC  
 Date: June 5, 2019

Taken, subscribed and sworn to before me this 5 day of June, 2019.

By Commission expires 16 Apr. 2023



Brooke Borich  
 Notary Public  
 In and For the State of Ohio  
 My Commission Expires  
 16 April 2023

[Handwritten Signature]  
 (Notary Public)



STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Wolf Creek Contracting Company, LLC

Authorized Signature: [Signature] Date: June 5, 2019

Howard B. Offenberger, Jr.

State of Ohio

County of Washington, to-wit:

Taken, subscribed, and sworn to before me this 5 day of June, 2019

My Commission expires 16 Apr., 2023



Brooke Borich  
Notary Public  
In and For the State of Ohio  
My Commission Expires  
16 April 2023

NOTARY PUBLIC

[Signature]

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

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

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

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

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

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

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

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

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



# West Virginia Ethics Commission Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Wolf Creek Contracting Co. LLC Address: 403 Watertown Road  
Waterford, Ohio 45786

Name of Authorized Agent: Howard B. Offenberger, Jr. Address: 403 Watertown Road, Waterford, Oh 45786

Contract Number: DNR1900000008 Contract Description: Deluxe Picnic Shelters - North Bend & Blackwater Falls

Governmental agency awarding contract: WV DNR Purchasing Division, Charleston, WV

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.  
Determined upon award of contract

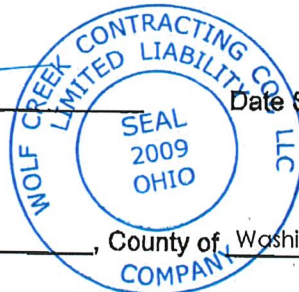
**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.  
Damian Lang, CEO - 72% ownership of Wolf Creek Contracting Company, LLC  
Howard Offenberger, Jr., President - 25% ownership of Wolf Creek Contracting Company, LLC

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

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

Signature:  Date Signed: June 5, 2019  
Howard B. Offenberger, Jr.

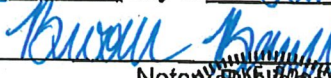


**Notary Verification**

State of Ohio, County of Washington:

I, Howard Offenberger, 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 5 day of June, 2019



Notary Public Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_



Brooke Borich  
Notary Public  
In and For the State of Ohio  
My Commission Expires June 8, 2018  
Revised June 8, 2018  
16 April 2023