



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

# State of West Virginia Contract

Order Date: 08-17-2021

CORRECT ORDER NUMBER MUST APPEAR  
ON ALL PACKAGES, INVOICES, AND  
SHIPPING PAPERS. QUESTIONS  
CONCERNING THIS ORDER SHOULD BE  
DIRECTED TO THE DEPARTMENT  
CONTACT.

Order Number:	CCT 0313 0313 DEP2100000001 3	Procurement Folder:	808624
Document Name:	Owl Creek #2 Highwall	Reason for Modification:	Owl Creek #2 Highwall- CO #7 Time Extension
Document Description:	Owl Creek #2 Highwall- CO #7 Time Extension		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Joseph E Hager III		
Telephone:	(304) 558-2306		
Email:	joseph.e.hageriii@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2013-08-20
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-08-19

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000204787 THE THRASHER GROUP INC 600 WHITE OAKS BLVD  BRIDGEPORT WV 26330 US Vendor Contact Phone: 304-343-7601 Extension:	Requestor Name: Katrina J Dufourmy Requestor Phone: (304) 926-0499 Requestor Email: katrina.j.dufourmy@wv.gov																				
Discount Details:	<b>22</b> FILE LOCATION _____																				
<table><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr><tr><td>#1</td><td>Yes</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></table>			Discount Allowed	Discount Percentage	Discount Days	#1	Yes	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered		
		Discount Allowed	Discount Percentage	Discount Days																	
#1		Yes	0.0000	0																	
#2		Not Entered																			
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US	ENVIRONMENTAL PROTECTION OFFICE OF AML&R 601 57TH ST SE CHARLESTON WV 25304 US

8-18-21  
BA

Purchasing Division's File Copy

Total Order Amount: \$70,015.15

 PURCHASING DIVISION AUTHORIZATION DATE: 8-18-2021 ELECTRONIC SIGNATURE ON FILE	 ATTORNEY GENERAL APPROVAL AS TO FORM DATE: 8-19-2021 ELECTRONIC SIGNATURE ON FILE	 ENCUMBRANCE CERTIFICATION DATE: 8-19-21 ELECTRONIC SIGNATURE ON FILE
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8/19/2021

**Extended Description:****Change Order**

Change Order No. 7 issued to extend the original contract according to all terms, conditions, prices and specifications contained in the original contract and all authorized change orders. This extension shall not exceed seven hundred and thirty (730) days and the contract shall expire on the final date as specified below. No change in contract total.

Effective date of extension: 8/20/2021 through 8/19/2023

All provisions of the original contract and subsequent change orders not modified herein shall remain in full force and effect.

No Other Changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	81100000	0.00000		0.000000	\$6,040.00
Service From	Service To	Manufacturer		Model No	
2013-08-20	2023-08-19				

**Commodity Line Description:** OWL CREEK HW #2 DESIGN

**Extended Description:**

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	81100000	0.00000		0.000000	\$63,975.15
Service From	Service To	Manufacturer		Model No	
2013-08-20	2023-08-19				

**Commodity Line Description:** OWL CREEK HW #2 DESIGN

**Extended Description:**





west virginia department of environmental protection

Division of Land Restoration  
Office of Abandoned Mine Lands  
601 57<sup>th</sup> Street SE  
Charleston, WV 25304  
Phone: 304-926-0499  
Fax: 304-926-0458

Harold D. Ward, Cabinet Secretary  
dep.wv.gov

July 7, 2021

*Time Extension  
Only  
OK  
Linda Harper  
8-18-2021*

The Thrasher Group Inc.  
Richard Hovatter, Jr, P.E.  
PO Box 940  
Bridgeport, WV 26330

Re: Change Order #7 Time Extension  
Owl Creek Highwall #2  
Contract Number: CCT: DEP21\*01

Dear Mr. Hovatter

The WVDEP Office of Abandoned Mine Lands is issuing a change order to extend the original contract by (730) seven hundred thirty days according to all terms, conditions, prices, and specifications contained in the original contract including all authorized change orders as shown on Attachment A.

A time extension is necessary for the completion of the contract documents due to necessary revisions previously made to the contract as detailed in change order #6; as well as, to subsequently conduct the Pre-Bid and Pre-Construction Conferences, and perform Construction Monitoring if requested by AML. Upon approval of this change order, the new contract complete date will be August 19, 2023.

The effective date of the time extension is August 20, 2021


Change Order Approved by WVDEP:

Name	Title	Signature	Date
Troy H. Schell, P.E.	Northern Design Administrator	Troy H. Schell	<small>Digitally signed by Troy H. Schell DN: cn = Troy H. Schell, email = troy.h.schell@wv.gov, c = US, o = WVDEP Division of Land Restoration, ou = Office of Abandoned Mine Lands and Reclamation Date: 2021.07.20 05:55:43 -0400</small>

Completion of this change order approval process requires

- ☒ your signature below
- ☒ a current copy of your insurance certificate
  - WVDEP must be listed as additional insured and the contract number must be listed in the extended description.
- ☒ a notarized Purchasing Affidavit

I agree with the changes as outlined in this letter and Attachment A.  
(vendor signature required below)

Name	Title	Signature	Date
Richard Hovatter, Jr, P.E.	Project Manager		9/15/21

Please email the signed documents to [Leigh.A.Shaffer@wv.gov](mailto:Leigh.A.Shaffer@wv.gov) within 7 days of receipt of this letter.

**Change Order  
Attachment A**

**PURCHASE ORDER NUMBER:** CCT:DEP21\*01

**CHANGE ORDER NUMBER:** 7

**PROJECT NAME:** OWL CREEK HIGHWALL #2

**VENDOR/ CONTRACTOR:** THE THRASHER GROUP INC.

The following changes will be implemented as part of this contract change order:

CL #	COMMODITY LINE DESCRIPTION	UNIT PRICE	UNIT OF MEASURE	QUANTITY NOW READS	QUANTITY TO READ	CONTRACT PRICE INCREASE/DECREASE
	To Extend the contract time by (730) seven hundred thirty days, with a new completion date of August 19, 2023.					

**Justifications**

A time extension is necessary for the completion of the contract documents due to necessary revisions previously made to the contract as detailed in change order #6; as well as, to subsequently conduct the Pre-Bid and Pre-Construction Conferences, and perform Construction Monitoring if requested by AML.

Effective Date:	August 20, 2021
The original Contract Sum was:	\$76,740.00
Net change by previous Change Orders:	\$86,883.15
The Contract Sum prior to this Change Order was:	\$163,623.15
The Contract Sum will be Unchanged by this Change Order:	\$0.00
The new Contract Sum including this Change Order will be:	\$163,623.15
The Contract Time (Days) will be Increased	730 Days
The Date of Completion as of the date of this Change Order therefore is:	August 19, 2023



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: The Thrasher Group, Inc

Authorized Signature: [Signature] Date: 8/13/21

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 13 day of August, 2021.

My Commission expires July 7, 2024.



NOTARY PUBLIC

[Signature]  
Purchasing Affidavit (Revised 01/19/2018)

## West Virginia Secretary of State — Online Data Services

### Business and Licensing

Online Data Services Help

### Business Organization Detail

*NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.*

#### THE THRASHER GROUP, INC.

##### Organization Information

Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C   Corporation	6/2/1983		6/2/1983	Domestic	Profit			

##### Organization Information

<b>Business Purpose</b>	5413 - Professional, Scientific and Technical Services - Professional, Scientific and Technical Services - Architectural, Engineering and Related Services (landscape architects, drafting, geophysical mapping, testing labs)			<b>Capital Stock</b>	25000.0000
<b>Charter County</b>	Harrison			<b>Control Number</b>	0
<b>Charter State</b>	WV			<b>Excess Acres</b>	0
<b>At Will Term</b>				<b>Member Managed</b>	
<b>At Will Term Years</b>				<b>Par Value</b>	0.050000
<b>Authorized Shares</b>	500000			<b>Young Entrepreneur</b>	Not Specified



**Addresses**

Type	Address
<b>Mailing Address</b>	PO BOX 940 BRIDGEPORT, WV, 26330 USA
<b>Notice of Process Address</b>	RONALD STANLEY, CFO PO BOX 940 BRIDGEPORT, WV, 26330
<b>Principal Office Address</b>	600 WHITE OAKS BLVD BRIDGEPORT, WV, 26330 USA
Type	Address

**Officers**

Type	Name/Address
<b>Director</b>	HENRY W THRASHER 600 WHITE OAKS BLVD BRIDGEPORT, WV, 26330
<b>Director</b>	KENNETH P MORAN 600 WHITE OAKS BLVD BRIDGEPORT, WV, 26330
<b>Incorporator</b>	HENRY A. THRASHER 203 HICKMAN STREET CLARKSBURG, WV, 26301 USA
<b>President</b>	CHAD M. RILEY 600 WHITE OAKS BLVD BRIDGEPORT, WV, 26330
<b>Secretary</b>	CLAY P. RILEY 600 WHITE OAKS BLVD BRIDGEPORT, WV, 26330
<b>Treasurer</b>	RONALD STANLEY 600 WHITE OAKS BLVD BRIDGEPORT, WV, 26330
<b>Vice-President</b>	RONALD STANLEY 600 WHITE OAKS BLVD BRIDGEPORT, WV, 26330
Type	Name/Address

**DBA**

DBA Name	Description	Effective Date	Termination Date
BLUE MOUNTAIN AERIAL MAPPING	TRADENAME	4/1/2019	