



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

State of West Virginia  
**Contract**

Order Date: 10-01-2021

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 4	Procurement Folder:	808624
Document Name:	Owl Creek #2 Highwall	Reason for Modification:	CO 2 to correct total contract amount and change order number..
Document Description:	Owl Creek #2 Highwall- CO#8 Admin Change to Correct Total		
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:  Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><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></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	Yes	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Katrina J Dufourmy Requestor Phone: (304) 926-0499 Requestor Email: katrina.j.dufourmy@wv.gov  <b>22</b> FILE LOCATION _____
	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

10-7-21  
BPS

Purchasing Division's file copy

Total Order Amount: \$70,965.15

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: Linda B Harper <i>Linda Harper</i> DATE: 2021-09-30 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM <i>John D. Gray</i> DATE: <i>10/18/2021</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Beverly Toler</i> DATE: <i>10-18-2021</i> ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

Change Order 2 issued to add \$950.00 to the contract total due to line items erroneously excluded from the original cost proposal. The specific line items that were not included in the calculation were Task II, Section D - Lab Sulfate Soundness Tests in the amount of \$800.00 and Lab Acidity Tests in the amount of \$150.00. The corrected contract total is \$164,573.15.

Also, to correct the change order number issued on CCT DEP2100000001 (Version 3) from CO 7 to CO 1:

DEP16159 CO 5 Final Contract Amount \$99,648.00

DEP16159 CO 6 Reinstatement due to Vendor Number Change Total Contract Amount \$99,648.00 less paid amount of 93,608.00 = 6040.00 + 63,975.15 increase = \$70,015.15

DEP2100000001 (Version 1) \$70,015.15

DEP2100000001 CO 1 - time extension no increase

DEP2100000001 CO 2 - increase of \$950.00 = Remaining Balance of \$70,965.15

\$99,648.00 + 63,975.15 + 950.00 = \$164,573.15 (Total Contract Amount DEP16159 and DEP2100000001)

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	\$6,990.00
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:**



DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Office of Abandoned Mine Lands & Reclamation

ENGINEERING COST PROPOSAL



Page 2 of 5 pages

Project Name: Owl Creek #2 Highway

Purchase Order#: WVDEP 16159 Date: July 3, 2013

Consultant: The Thrasher Group Inc.

ITEM # A	DESCRIPTION B	CONTRACT C	UNIT BID PRICE D	UNITS THIS APPLICATION E	UNITS COMPLETED TO DATE F	COST G-ORE
<b>TASK II: Drilling Services Owl Creek #2 Highway</b>						
<b>A. Professional Services:</b>						
<b>I. Professional Staff:</b>						
101	Geotechnical Manager	20	Hrs. \$125.00	0	Hrs. 0	\$2,500.00
102	Project Geologist	0	Hrs. \$105.00	0	Hrs. 0	\$0.00
<b>B. Engineering Expenses:</b>						
<b>I. General Expenses</b>						
201	Automobile Transportation	0	Miles \$0.53	0	Miles 0	\$0.00
202	Per Diem	0	Days \$100.00	0	Days 0	\$0.00
<b>C. Field Services:</b>						
<b>I. General Drilling/Subsurface Exploration Services</b>						
301	Mobilization and Demobilization	1	L.S. \$2,500.00	0	L.S. 0	\$2,500.00
302	Soil Augering	160	Ft. \$17.50	0	Ft. 0	\$2,800.00
303	Rock Coring	240	Ft. \$40.00	0	Ft. 0	\$9,600.00
304	Piezometer Installation	100	Ft. \$15.00	0	Ft. 0	\$1,500.00
305	Dozer Service	16	Hours \$100.00	0	Hours 0	\$1,600.00
306	3-Man Drill Crew Per Diem	6	Days \$250.00	0	Days 0	\$1,500.00
307	Reclamation	1	L.S. \$1,500.00	0	L.S. 0	\$1,500.00
308	Report Preparation	1	L.S. \$1,000.00	0	L.S. 0	\$1,000.00
<b>D. Laboratory Services</b>						
401	Full Proximate Analysis	0	Ea. \$150.00	0	Ea. 0	\$0.00
402	Liquid and Plastic Limits	0	Ea. \$60.00	0	Ea. 0	\$0.00
403	Sieve Analysis with #200 wash	0	Ea. \$65.00	0	Ea. 0	\$0.00
404	Standard Proctor	0	Ea. \$150.00	0	Ea. 0	\$0.00
405	Particle Size Analysis with Hydrometer	0	Ea. \$150.00	0	Ea. 0	\$0.00
406	Lab Sulfate Soundness Tests	2	Ea. \$400.00	0	Ea. 1	\$800.00
407	Lab Acidity Tests	2	Ea. \$75.00	0	Ea. 2	\$150.00
<b>TASK II: Drilling Services Owl Creek #2 Highway</b>						<b>Subtotal</b>
						<b>\$24,500.00</b>

\$25,450.00



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: Michele Underwood]  
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	

BLUE MOUNTAIN ENGINEERING	TRADENAME	4/1/2019	
BLUE MOUNTAIN SURVEYING	TRADENAME	4/1/2019	
BLUE MOUNTAIN, INC.	TRADENAME	8/31/2018	
PENTREE, INC.	TRADENAME	7/25/2014	
<b>DBA Name</b>	<b>Description</b>	<b>Effective Date</b>	<b>Termination Date</b>

### Name Changes

<b>Date</b>	<b>Old Name</b>
<b>3/26/2013</b>	THRASHER GROUP, INC.
<b>3/18/2013</b>	THRASHER ENGINEERING, INC.
<b>Date</b>	<b>Old Name</b>

### Mergers

Merger Date	Merged	Merged State	Survived	Survived State
12/27/2012	BERKELEY ASSOCIATES, INC.	WV	THRASHER ENGINEERING, INC.	WV
12/27/2012	GUSTAFSON & ASSOCIATES, INC.	WV	THRASHER ENGINEERING, INC.	WV
12/27/2012	THRASHER ENVIRONMENTAL, INC.	WV	THRASHER ENGINEERING, INC.	WV
3/5/2013	GEOMETRICS GPS, INC.	WV	THRASHER ENGINEERING, INC.	WV
5/14/2014	RESOURCE ENGINEERING GROUP, INC.	WV	THE THRASHER GROUP, INC.	WV
7/25/2014	PENTREE, INC.	WV	THE THRASHER GROUP, INC.	WV
Merger Date	Merged	Merged State	Survived	Survived State

<b>Date</b>	<b>Amendment</b>
<b>10/29/2018</b>	STOCK CHANGES, SEE IMAGES
<b>12/21/2017</b>	CHANGED CAPITAL STOCK
<b>7/25/2014</b>	MERGER: MERGING PENTREE, INC., A QUALIFIED WV CORPORATION WITH AND INTO THE THRASHER GROUP, INC., A QUALIFIED WV CORPORATION, THE SURVIVOR
<b>5/14/2014</b>	MERGER: MERGING RESOURCE ENGINEERING GROUP, INC., A QUALIFIED WV CORPORATION WITH AND INTO THE THRASHER