

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

#### Request for Quotation

(alu RFQ NUMBER DEP14659

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ADDRESS CORRESPONDENCE TO ATTENTION OF:

CHUCK BOWMAN 304-558-2157

JUN 0 9 2009

VENDOR

\*709045227 304-925-0253 GREEN MOUNTAIN COMPANY 511 50TH STREET

CHARLESTON WV 25304 **ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHTTERMS 06/04/2009 BID OPENING DATE: 08/06/2009 OPENING TIME 01:30PM LINE QUANTITY UOP UNIT PRICE ITEM NUMBER AMOUNT. 0001 JB 962-73 \$80,850.00 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA DEPT. OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 2.5-ACRE ABANDONED MINE PROJECT KNOWN A THE "LAKE (WINKLER) LANDSLIDE" PROJECT, LOCATED NEAR CHAPMANVILLE, WEST VIRGINIA, (LOGAN CO.). A MANDATORY ON SITE PREBID CONFERENCE SHALL BE HELD ON 07/07/09 a 1:00 PM. FAILURE TO ATTEND THE PREBID CONFERENCE WILL RESULT IN BID DISQUALIFICATION. PREBIDS WILL INVOLVE EXTENSIVE FOOT TRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER. DIRECTIONS TO PREBID: TRAVEL SOUTH ON US ROUTE 119 (CORRIDOR G) PAST TURN LEFT ONTO COUNTY ROUTE 7 AND GO CHAPMANVILLE. APPROXIMATELY 3 MILES. PROJECT SITE WILL BE ON THE RIGHT. PLANS AND SPECIFICATIONS MAY BE OBTAINED FROM WVDEP, OFFICE AML&R, 601 57TH ST., SE, CHARLESTON, WV 25304 PH. 304-926-0485 UPON PAYMENT OF \$10.00 NON-REFUNDABLE PAYMENT MUST BE MADE BY CHECK OR MONEY ORDER. 2009 AUG - 6 PH 12: 48 NO CASH WILL BE ACCEPTED. EXHIBIT 5 W PURCHASING DIVISION SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE TITLE

55-0580174

304-925-0253

08/06/09

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



**\*709045227** 

511 50TH STREET

CHARLESTON WV

**GREEN MOUNTAIN COMPANY** 

State of West Virginia
Department of Administration
Purchasing Division
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CHARLESTON, WV

25304

304-926-0499

FREIGHT TERMS DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. 06/04/2009 BID OPENING DATE: 08/06/2009 BID OPENING TIME 01:30PM CAT UNIT PRICE AMOUNT LINE QUANTITY UOP ITEM NUMBER WEST VIRGINIA CODE 21-110-5 PROVIDES THAT: ANY SOLICI-TATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE THE ENCLOSED PURCHASING AFFIDAVIT MUST WITH THE BID. BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID. THIS CONTRACT IS TO BE PERFORMED NOTICE TO PROCEED: WITHIN 365 CALENDAR DAYS AFTER THE NOTICE TO PROCEED UNLESS OTHERWISE SPECIFIED, THE FULLY IS RECEIVED. EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. THE DIRECTOR OF PURCHASING RESERVES THE CANCELLATION: RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR LOGAN COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT.) ANY REFERENCES MADE TO ARBITRATION OR ARBITRATION: INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED. SEE REVERSE SIDE FOR TERMS AND CONDITIONS 304-925-0253 SIGNATURE 08/06/09 ar ADDRESS CHANGES TO BE NOTED ABOVE 55-0580174



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DOCADATE BOOFENEADTE OBAJ6/2009  BID OPENIADTE OBAJ6/2009  BID OPENIADTE OBAJ6/2009  BID OPENIADTE OBAJ6/2009  ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "LAKE (WINKLER) LANDSLIDE" PROJECT. SAID PLANS & SPECS ARE INCORPORATED HERE IN BY REFERENCE AND ALL PROVISIONS, CLAUSES AND CONDITIONS THEREIN ARE MADE PROPERLY A PART OF THIS CONTRACT, AND CONSISTS OF 5 DRAWINGS AS PREPARED BY ESMER & ASSOCIATES, INC.  (6) PAYMENTS AND COMPLETION: THE CONTRACTOR SHALL FURNISH TO DEP AN APPLICATION FOR PAYMENT WITH AN ITEMIZED SCHEDULE OF VALUES AS HEREIN BEFORE REQUESTED. THE FORM INCLUDED IN THE SPECIFICATIONS SHALL BE USED FOR APPLICATIONS OF PAYMENT. IT IS THE DEP'S INTENT THAT THE PAYMENT TO THE CONTRACTOR MAY, ON A PERIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED UPON A PRIODIC BASIS, SUBMIT FOR PARTIAL PAYMENT BASED ON THE AMOUNT OF WORK COMPLETED IT BASED UPON A LUMP SUM.  BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACTOR FILES AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.  REV. 1/2005 PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS  1. EXCEPT WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW SEER REVERSE, DIVE FOR THE AUTHORY SECONDITIONS  SOUND THE SECRET WHEN AUTHORIZED BY THE DIRECTOR OF THE PURCHASING DIVISION PURSUANT TO SUBSECTION 2 BELOW SEER REVERSE, DIVISION PURSUANT TO SUBSECTION 2 BELOW SEER REVERSE, DIVISION PURSUANT TO SUBSECTION 2 BELOW SEER REVERSE, DIPORT NAME AND ADDRESS CHANGES TO BE NOTED ABOVE WHEN RESPONDING TO FRO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED VENDOR?	DATE PRINT	ED	TER	MS OF SAL	-0.00	SHIP V	Á	F.O.B		FREIGHT TERMS
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State of West Virginia Department of Administration Quotation Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

# Request for

RFQ NUMBER: DEP14659

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN <u>304-558-2157</u>

\*709045227 304-925-0253 GREEN MOUNTAIN COMPANY 511 50TH STREET

CHARLESTON WV 25304 **ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 25304 304-926-0499

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Purchasing Division
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PAGE 9

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CHARLESTON, WV
25304 304-926-0499

SHIP VIA F.O.B FREIGHT TERMS TERMS OF SALE DATE PRINTED 06/04/2009 BID OPENING DATE: BID OPENING TIME 08/06/2009 01:30PM AMOUNT ITEM NUMBER UNIT PRICE LINE QUANTITY UOP HUNDRED DOLLARS (\$2,500.00), WHICHEVER IS GREATER. FOR THE PURPOSES OF THIS SECTION, THE COST IS THE VALUE OF THE STEEL PRODUCT AS DELIVERED TO THE PROJECT OR, THE DIRECTOR OF THE PURCHASING DIVISION DETERMINES THAT SPECIFIED STEEL MATERIALS ARE NOT PRODUCED IN THE UNITED STATES IN SUFFICIENT QUANTITY OR OTHERWISE ARE NOT REASONABLY AVAILABLE TO MEET CONTRACT REQUIREMENTS. A CONTRACTOR WHO USES STEEL PRODUCTS IN VIOLATION OF THIS SECTION MAY BE SUBJECT TO CIVIL PENALTIES PURSUANT TO W. VA. CODE SECTION 5A-3-56. REV. 10/01/01 EXHIBIT 7 DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS **PROJECTS** IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS. SEE REVERSE SIDE FOR TERMS AND CONDITIONS TELEPHONE 304-925-0253 SIGNATURE 08/06/09 ai TITLE ADDRESS CHANGES TO BE NOTED ABOVE 55-0580174 Secretary



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

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511 50TH STREET

\*709045227

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**\*709045227** 

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25304

304-926-0499

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B FREIGHT TERMS 06/04/2009 BID OPENING DATE: BID OPENING TIME 08/06/2009 01:30PM QUANTITY ITEM NUMBER UNIT PRICE AMOUNT LINE UOP LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE THE ARCHITECT/ENGINEER SHALL ALSO PURCHASING DIVISION. SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED. THE BUYER SHALL SEND THE ADDENDUM TO ALL (2) INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE. ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY AL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE. REV. 11/96 EXHIBIT 10 REQUISITION NO.: .DEP14659... ADDENDUM ACKNOWLEDGEMENT I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC. ADDENDUM NO. S: NO. 1 ... X. SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE **TELEPHONE** 304-925-0253 08/06/09 TITE ADDRESS CHANGES TO BE NOTED ABOVE 55-0580174



NENDOR

**\*709045227** 

511 50TH STREET

CHARLESTON WV

**GREEN MOUNTAIN COMPANY** 

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

25304

304-925-0253

Request for Quotation

DEP14659

ADDRESS CORRESPONDENCE TO ATTENTION OF SE

CHUCK BOWMAN 304-558-2157

**ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV

25304

304-926-0499

SHIP:VIA DATE PRINTED TERMS OF SALE F.O.B FREIGHT TERMS 06/04/2009 BID OPENING DATE: BID OPENING TIME 01:30PM 08/06/2009 CAT. QUANTITY UOP UNIT PRICE AMOUNT TINE ITEM NUMBER NO. 2 NO. I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR MUST CLEARLY 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. Green Mountain Company ...8/6/09. REV. 11/96 NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 304-925-0253 08/06/09 TITLE ADDRESS CHANGES TO BE NOTED ABOVE 55-0580174



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

## Request for

RFQ NUMBER DEP14659 13

ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

\*709045227 304-925-0253 **GREEN MOUNTAIN COMPANY** 511 50TH STREET

CHARLESTON WV 25304

**ENVIRONMENTAL PROTECTION** DEPARTMENT OF OFFICE OF AML&R 601 57TH STREET SE CHARLESTON, WV 304-926-0499 25304

DATE PRINTED TERMS OF SALE: SHIP VIA FO.B. FREIGHT TERMS 06/04/2009 BID OPENING DATE: 08/06/2009 BID OPENING TIME 01:30PM QUANTITY UNIT PRICE LINE UOP ITEM NUMBER AMOUNT CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: CB-23 RFQ. NO.: DEP14659 BID OPENING DATE: 08/06/2009 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u> 304-925-9230</u> PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: Jody Clay SEE REVERSE SIDE FOR TERMS AND CONDITIONS 304-925-0253 DATE 08/06/09 TITIE 55-0580174 ADDRESS CHANGES TO BE NOTED ABOVE

# Lake (Winkler) Landslide DEP14659

Contractor's Bid Sheet

Vendor's Name: <u>Green</u>	Mountain Company
-----------------------------	------------------

The DEP reserves the right to request additional information and supporting documentation regarding unit prices when the unit price appear to be unreasonable.

TEM		DESCRIPTION	UNIT PRICE	AMOUNT
40.	QUANTITY	DESCRITION		
			LS	\$ 7,650.00
1.0	LS	Mobilization, per lump sum	<u> </u>	\$
		(not to exceed 10% per each bid)	LS	\$ 4,000.00
2.0	LS	Construction Layout, per lump sum		\$
		(not to exceed 5% per each bid)	LS	\$ 2,000.00
3.0	LS	Quality Control, per lump sum		\$ 2,000.00
		(not to exceed 3% per each bid)	LS	\$ 7,650.00
4.0	LS	Site Preparation, per lump sum	10	\$ 7,000.00
	-	(not to exceed 10% per each bid)	6.00	
5.0	800.0 L.F.	Sediment Control Barrier, per lineal foot	2,800.00	\$ 7,000.00
6.0	2.5 AC.	Revegetation, per plan acre	2,800.00	\$ 950.00
7.0	95.0 L. F.	2' Vee Ditch, Vegetated, per lineal foot	10.00 55.00	
7.1	180.0 L. F.	2' Vee Ditch, Rock Riprap Lined, per lineal foot	33.00	9,900.00
7.2	190.0 L. F.	11 Vee Ditch, Rock Riprap Lined, per lineal foot	40.00	\$ 7,600.00 \$ 3,300.00
7:3	55.0 L. P.	5' Flat Bottom Mine Outlet Ditch, Rock Riprap Lined,	60.00	3,300.00
<del></del>		per lineal foot	60.00	\$ 15,000.00
7.4	250.0 L.F.	2' x 3' Underdrain Installation, per lineal foot		
9.0	2.0 L.S. / EA	Wet Mine Seal, per lump sum, per each	5,000.00	
12.0	0.1 AC.	Soil Cover, per plan acre	10,000.00	\$ 1,000.00
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OMB #1029-0119 Expiration Date: Ol/31/2010

#### AML CONTRACTOR INFORMATION FORM

You must complete this form for your AML contracting officer to request an AML eligibility evaluation from the Office of Surface Mining to determine if you are eligible to receive an AML contract. This eligibility requirement applies to contractors and their sub-contractors and is found under OSM's regulations at 30 CFR 874.16.

under Osm's regulations at 50 Green mos
Part A: General Information
Contractor Name: Green Mountain Company Tax Payer ID No.: 55-0580174  Address: 511 50th St.  City: Charleston State: WV Zip Code: 25304 Phone: 304-925-0253  Fax No.: 304-925-9230 E-mail address: jodymay@aol.com
Part B: Legal Structure
() Corporation () Sole Proprietorship () Partnership () LLC () Other (please specify)
Part C: Certifying and updating information in the Applicant/Violator System (AVS). Select only one of the following options, follow the instructions for that option, and sign below.
I, Tammy J. Clay , have the express authority to certify that:
(print name)  X Information on the attached Entity OFT from AVS is accurate, complete, and uptodate. If you select this option, you must attach an Entity OFT from AVS to this form. Sign and date below and do not complete Part D.
Part of the information on the attached Entity OFT from AVS is missing or incorrect and the information in AVS for my company must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide missing or corrected information. Sign and date below and complete Part D.
Our company currently has no information in AVS. If you select this option, you must provide all information required in Part D. Sign and date below and complete Part D.
8/6/09 Signature Secretary Title
IMPORTANT!

In order to certify in Part C to the accuracy of existing information in AVS, you must obtain a copy of your business' Entity OFT. To obtain an Entity OFT, contact the AVS Office, toll-free, at 800-643-9748 or request it from www.avs.osmre.~ov on the Internet.

Part D.

Contractor Name: Green Mountain Company

If the current entity and Entity OFT information for your business is incomplete or incorrect in AVS, or if there is no information in AVS for your business, you must provide all of the following information as it applies to your business affiliations. Please make as many copies of this page as you require.

- Every officer (President, Vice President, Secretary, Treasurer, etc.);
- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name Address	Position/Title Telephone # % of Ownership Begin Date:
Ending Date:	
Name Address	Position/Title Telephone # % of Ownership Begin Date:Ending Date:
Name Address Begin Date:	Position/Title Telephone # % of Ownership Ending Date:
Name Address	Position/Title Telephone # % of OwnershipBegin Date: Ending Date:

#### PAPERWORK REDUCTION STATEMENT

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501) requires us to inform you that: Federal Agencies may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. This information is necessary for all successful bidders prior to the distribution of AML funds, and is required to obtain a benefit.

Public reporting burden for this form is estimated to average 45 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to the Information Collection Clearance Officer, Office of Surface Mining Reclamation and Enforcement, Room 210 S1B, Constitution Ave., NW, Washington, D.C. 20240.

Date: 16-Nov-2006

Applicant Violator System Organizational Family Tree (OFT)

Time :09:23:53

Page: 1

#### (139758) GREEN MOUNTAIN CO

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Jammy J. Clary



MODZEA

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

# Request for Quotation

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PAGE	
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ADDRESS CORRESPONDENCE TO ATTENTION OF

CHUCK BOWMAN 304-558-2157

JUL 2 8 2009

\*709045227 304-925-0253 GREEN MOUNTAIN COMPANY 511 50TH STREET

CHARLESTON WV 25304

ENVIRONMENTAL PROTECTION
DEPARTMENT OF
OFFICE OF AML&R
601 57TH STREET SE
CHARLESTON, WV
25304 304-926-0499

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1	WHEN RESPO	ONDING TO	RFQ. II	NSERT	NAME AND	ADDRESS	IN SPACE ABOVE L	ARFLE	) 'VENDOR'

Agency DEP	
REQ.P.O# DEP14659	

#### **BID BOND**

	KNOW ALL MEN BY THESE PRESENTS		d, <u>Green Mountain</u>	i Company
	of 511 50th Street, Charleston WV 2	25304	, as Principal, a	nd Ohio Farmers Insurance Compan
	of One Park Circle Westfield Center	OH a corporation	n organized and exis	sting under the laws of the State of
<u>Ohio</u>	with its principal office in the City	of Westfield Center	, as Surety, are	held and firmly bound unto the State
of West	Virginia, as Obligee, in the penal sum of _F	ive Percent	(\$_5%	) for the payment of which,
well and	d truly to be made, we jointly and severally b	oind ourselves, our heirs, a	idministrators, exec	utors, successors and assigns.
	The Condition of the above obligation is so	uch that whereas the Princ	ipal has submitted t	o the Purchasing Section of the
Departm DEP 14	nent of Administration a certain bid or propo 4659, Lake (Winkler) Landslide in Log	sal, attached hereto and r lan County, according t	nade a part hereof, o plans and speci	to enter into a contract in writing for fications.
	NOW THEREFORE,			
agreeme force an	(a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Fand shall furnish any other bonds and insuration ent created by the acceptance of said bid, the deffect. It is expressly understood and ago	ance required by the bid or hen this obligation shall be reed that the liability of the	proposal, and shall null and void, other	in all other respects perform the wise this obligation shall remain in full
	The Surety, for the value received, hereby paired or affected by any extension of the tire of any such extension.	stipulates and agrees tha ne within which the Oblige	t the obligations of s e may accept such	said Surety and its bond shall be in no bid, and said Surety does hereby
	IN WITNESS WHEREOF, Principal and S	urety have hereunto set th	eir hands and seals	, and such of them as are corporations
have ca	used their corporate seals to be affixed here	eunto and these presents	to be signed by their	r proper officers, this
	_day of _July, 20_0			
Principa	il Corporate Seal		Green Mounts  By  Rodney W. Cla	(Mame of Principal)  y (Must be President or Vice President)
			President	
				(Title)
Surety C	Corporate Seal		Ohio Farmers	Insurance Company
			Ross E. Johns	(Name of Surety)  On Attorney-in-Fact

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

POWER NO. 4751892 01

General Power of Attorney

#### CERTIFIED COPY

#### Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

ROSS E. JOHNSON, H. RANDOLPH NEVILLE, PATRICK B. KEE, SHEILA D. MCCORMICK, JOINTLY OR SEVERALLY

and State of WV its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, of CHARLESTON place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship - - - - - -

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and ine Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting beld on Electricity 8, 2000)

held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE

COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 25th day of **AUGUST** 

Corporate Seals Affixed State of Ohio

County of Medina SS.



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Bv: Richard L. Kinnaird, Jr., Senior Executive

A.D., 2008, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly On this 25th day of AUGUST sworn, did depose and say, that he resides in **Medina, Ohio**; that he is **Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio County of Medina

SS.



William J. Kahelin, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

Witness Whereof, I have A.D., 2009. have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of July



SEAL 

......



Secretary rank A. Carrino, Secretat



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

#### STATE OF WEST VIRGINIA, Kanawha \_\_\_\_, TO-WIT: COUNTY OF David H. Bowman \_\_\_\_, after being first duly sworn, depose and state as follows: I am an employee of \_\_\_Green Mountain Company 1. ; and, (Company Name) 2. I do hereby attest that \_\_\_\_ Green Mountain Company (Company Name) maintains a valid written drug free workplace policy and that such policy is in compliance with West Virginia Code §21-1D-5. The above statements are sworn to under the penalty of perjury. Green Mountain Company (Company Name) Title: Vice President of Operations Date: 8/6/09 Taken, subscribed and sworn to before me this <u>6th</u> day of <u>August</u>, 2009. March 25, 2017 By Commission expires NOTARY PUBLIC STATE OF WEST VIRGINIA

THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.

Jan 2009

### STATE OF WEST VIRGINIA Purchasing Division

#### **PURCHASING AFFIDAVIT**

#### VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

#### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

#### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

#### LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

#### CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: <u>Green Mountai</u>	n Company		
Authorized Signature: )	J. Clay	Date:	8/6/09
Authorized Olginaturo.	X	_	
Purchasing Affidavit (Revised 01/01/09)	() U \\		