



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

Solicitation

NUMBER
DEP15983

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 ATC Group Services Inc. dba Cardno ATC  
 3 Terri Lane, Suite #4  
 Burlington, NJ 08016

S-I-T-O

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

DATE PRINTED
09/17/2012

BID OPENING DATE: 10/04/2012 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
				ADDENDUM NO. 3		
				ADDENDUM FOR THE LAND RECLAMATION PROJECT: "VALLEY POINT #2" PROJECT ISSUED TO PUBLISH THE FOLLOWING INFORMATION AS ATTACHED.		
				END OF ADDENDUM NO. 03		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
***** THIS IS THE END OF RFQ DEP15983 ***** TOTAL:						\$ 959,035.70

RECEIVED  
 2012 OCT -4 AM 11:24  
 WV PURCHASING  
 DIVISION

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



Three Terri Lane  
Burlington, NJ 08016  
Tel: 609-386-8800  
Fax: 609-386-7951

ATC has grown into one of the nation's largest environmental consulting, engineering, and construction services companies with an ENR rating of 29 among the top 200 environmental firms in the U.S. Our service areas include:



environmental



building science



infrastructure



geotechnical and material testing



information systems



training

DATE: 10/4/2012  
TO: Guy Nisbet  
COMPANY: DEPARTMENT OF ADMINISTRATION - PURCHASING DIVISON  
PHONE: (304) 558-8802  
FAX: (304) 558-3970  
FROM: Diana Robles ext.: 8540  
PAGES: 55 (including cover sheet)  
SUBJECT: ATC's Response to Requisition #DEP15983 - Valley Point #2

Good morning:

Please find attached our response to the below reference requisition for your review and consideration.

SEALED BID

BUYER: GN-23  
RFQ. NO.: DEP15983  
BID OPENING DATE: 10/4/2012  
BID OPENING TIME: 1:30 PM

Original will be sent out via Fed-x to your attention

Thanks,

Best regards,

Diana Robles  
**ATC Associates, Inc.**  
Construction Services Department  
609.386.8800 Ext. 8540 (Main)  
609.479.8540 (Direct Line)  
609.386.7951 (Fax)  
609.471.6762 (Cellular)  
[www.atcassociates.com](http://www.atcassociates.com)

CONFIDENTIALITY NOTICE: The documents accompanying this fax transmission contain confidential and privileged information intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of the documents accompanying this fax transmission is strictly prohibited. If you have received this fax in error, please immediately notify us by telephone to arrange for its return. Thank you.

SOLICITATION NUMBER: DEP15983

Addendum Number: 03

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. Add updated Bid Sheet; DEP number was wrong on Addendum No.2, Items, estimated quantities and descriptions are the same and unchanged.
2. Bid Opening date remains unchanged at: 10/04/2012 at 1:30 PM. EST

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**Valley Point #2 Project**  
**DEP15983**  
**REVISED Contractor's Bid Sheet**

Vendor Name: ATC Group Services Inc. dba Cardno ATC

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

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
			\$ 95,000.00	\$ 95,000.00
1.0	1	Mobilization & Demobilization, per lump sum - Not to exceed 10% of total bid amount	\$ 42,700.00	\$ 42,700.00
2.0	1	Construction Survey Control, per lump sum - Not to exceed 5% of total bid amount	\$ 3,500.00	\$ 3,500.00
3.0	1	Quality Control - per lump sum - Not to exceed 3% of total bid amount	\$ 95,000.00	\$ 95,000.00
4.0	1	Site Preparation, per lump sum - Not to exceed 10% of total bid amount	\$ 22.74	\$ 7,731.60
4.1	340	Access Road Rehabilitation Stone - per ton	\$ 25.85	\$ 17,448.75
4.2	675	Access Road Construction - per linear foot	\$ 2.11	\$ 1,477.00
5.1	700	Silt Fence - per linear foot	\$ 5.85	\$ 5,733.00
5.2	980	Super Silt Fence - per linear foot	\$ 4,000.00	\$ 4,000.00
5.3	1	Construction Entrance - per each	\$ 14.07	\$ 21,878.85
5.4	1555	Temporary Diversion Berm - per linear foot	\$ 1,384.15	\$ 2,768.30
5.5	2	Level Spreader - per each	\$ 39.25	\$ 5,495.00
5.6	140	Temporary 2.0-Foot Deep Riprap Lined Vee Ditch - per linear foot	\$ 4.60	\$ 57,500.00
5.7	12500	Wattles, per linear foot	\$ 5,771.95	\$ 11,543.90
5.8	2	Culvert Inlet Protection - per each	\$ 15,500.00	\$ 15,500.00
5.9	1	Sediment Basin - per each	\$ 1.24	\$ 2,300.20
5.10	1855	Erosion Control Matting - per square yard	\$ 2,130.00	\$ 66,030.00
6.0	31	Revegetation - per acre	\$ 31.90	\$ 42,746.00
7.1	1340	2.5-Foot Deep Riprap Lined Vee Channel - per linear foot	\$ 39.35	\$ 20,265.25
7.2	515	3.0-Foot Deep Riprap Lined Vee Channel - per linear foot	\$ 74.66	\$ 50,388.75
7.3	675	3.0-Foot Deep Grouted Riprap Lined Vee Channel - per linear foot	\$ 43.09	\$ 1,292.70
7.4	30	30" HDPE Pipe - per linear foot	\$ 99.97	\$ 2,999.10
7.5	30	24" HDPE Pipe - per linear foot	\$ 5,656.00	\$ 28,280.00
7.6	5	Manholes - per each	\$ 26.18	\$ 10,733.80
7.7	410	12" SDR 35 PVC Pipe - per linear foot	\$ 2.10	\$ 270,585.00
8.0	128,850	Unclassified Excavation - per cubic yard	\$ 10,000.00	\$ 50,000.00
9.1	5	Wet/Modified Mine Seals - per each	\$ 25.73	\$ 21,870.50
9.2	860	12" SDR 35 PVC Mine Seal Conveyance Pipe, per linear foot	\$ 42.68	\$ 4,268.00
9.3	100	Soda Ash Briquettes, per 50 lb. bag		\$ 959,035.70
		<b>TOTAL</b>		

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** DEP15983

**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 checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" 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.

ATC Group Services Inc. dba Cardno ATC

Company

*Vikram S. Patel*

Authorized Signature

10/4/2012

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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

DATE PRINTED:  
 09/13/2012

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				ADDENDUM FOR THE LAND RECLAMATION PROJECT: "VALLEY POINT" PROJECT ISSUED TO PUBLISH THE ATTACHED INFORMATION, PER THE ATTACHED.		
				1. QUESTIONS AND ANSWERS		
				2. REVISED BID SHEET & SPECS		
				3. PRE-BID SIGN IN SHEET		
				END OF ADDENDUM NO. 2		
0001	1	JB		962-73		
				RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
***** THIS IS THE END OF RFQ DEP15983 ***** TOTAL:						\$ 959,035.70

BID OPENING DATE: 10/04/2012

BID OPENING TIME: 1:30PM

SIGNATURE \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_  
 TITLE \_\_\_\_\_ FEIN \_\_\_\_\_ ADDRESS CHANGES TO BE NOTED ABOVE

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

**SOLICITATION NUMBER: DEP15983**  
**Addendum Number: 02**

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The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

1. Questions and Answers from Pre-Bid meeting.
2. Revised Bid Sheet and Spec change
3. Pre-Bid sign in sheet
4. Bid Opening date remains unchanged at: 10/04/2012 at 1:30 PM, EST

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

VALLEY POINT # 2

SIGN IN SHEET

PLEASE PRINT

Page 1 of 5

Date: 9/5/12

Request for Proposal No. <sup>Quote DEP</sup> 15983

\* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE; LEAVE A BUSINESS CARD

TELEPHONE & FAX NUMBERS

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>ATC Associates</u>	<u>3 Terri Lane Suite 4</u>	PHONE <u>304 288 3831</u>
Rep: <u>Johnny Barill</u>	<u>Durington, NJ 08016-4923</u>	TOLL FREE
Email Address: <u>Johnbarill@atc.com</u>		FAX <u>304 296 8339</u>
Company: <u>RBS INC</u>	<u>PO BOX 198</u>	PHONE <u>304-497-3800</u>
Rep: <u>J.K. ROSE</u>	<u>MAXWELTON, WV 24957</u>	TOLL FREE
Email Address: <u>ANDREW@RBS.NET</u>		FAX <u>304-497-3802</u>
Company: <u>Ryder Contracting Inc</u>	<u>HC 92 Box 199</u>	PHONE <u>304-799-4488</u>
Rep: <u>Thane Ryder</u>	<u>Marlinton WV 24954</u>	TOLL FREE
Email Address: <u>rydercontractinginc@citlink.net</u>		FAX <u>304-799-4132</u>
Company: <u>GRETA Mountain Company</u>	<u>511 50th St</u>	PHONE <u>304 925-0253</u>
Rep: <u>DAVID H BOWMAN</u>	<u>CHARLES WV 25304</u>	TOLL FREE
Email Address: <u>DHB 722 E Loc 600, Cx</u>		FAX <u>304 925 9230</u>
Company: <u>COWGIRL UP INC</u>	<u>PO BOX 243</u>	PHONE <u>304-739-4397</u>
Rep: <u>DENNIS C. ELBON</u>	<u>SWANSON WV 26435</u>	TOLL FREE
Email Address: <u>DCE-COWGIRLUP@ARTALINK.NET</u>		FAX <u>304-626-1051</u> <u>304 739-4401</u>

10-04-2012 11:17AM FROM: ATC BURLINGTON NJ 1-809-386-7951 T-452 P. 008 F-116



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** DEP15983

**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  |
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| <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.

ATC Group Services Inc. dba Cardno ATC

Company

Vikram S. Patel

Authorized Signature

10/4/2012

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



State of West Virginia  
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**Solicitation**

NUMBER	PAGE
DEP15983	1
ADDRESS CORRESPONDENCE TO ATTENTION OF:	
GUY NLSBET 304-558-8802	

RFQ COPY

RFQ COPY  
 TYPE NAME/ADDRESS HERE

ATC Group Services Inc. dba Cardno ATC  
 3 Terri Lane, Suite #4  
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SHIP TO

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 25304 304-926-0499

DATE PRINTED  
 08/30/2012

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB	962-73	ADDENDUM NO.1 ADDENDUM FOR THE LAND RECLAMATION PROJECT: "VALLEY POINT" PROJECT ISSUED FOR THE REVISION OF THE PRE-BID MEETING LANGUAGE, PER THE ATTACHED. END OF ADDENDUM NO.01 RECLAMATION: RESTORATION OF LAND & OTHER PROPERTIES		
***** THIS IS THE END OF RFQ DEP15983 ***** TOTAL:						\$ 959,035.70
SIGNATURE				TELEPHONE	DATE	
TITLE			FEIN	ADDRESS CHANGES TO BE NOTED ABOVE		

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

**SOLICITATION NUMBER: DEP15983**  
**Addendum Number: 01**

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

The pre-bid meeting described in this solicitation will include a site visit of restricted access areas. Due to the access limitations, all Vendors must be present at the pre-bid meeting at the time the site visit of the restricted access area commences. Any Vendor not present at the pre-bid meeting when the site visit of the restricted access area begins will be deemed to have missed the pre-bid meeting.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
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**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: DEP15983**

**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.

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ATC Group Services Inc. dba Cardno ATC

Company

*Vikram S. Patel*

Authorized Signature

10/4/2012

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012



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DATE PRINTED
08/16/2012

BID OPENING DATE: 10/04/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	JB		962-73		
RECLAMATION; RESTORATION OF LAND & OTHER PROPERTIES  REQUEST FOR SOLICITATION  THE WEST VIRGINIA PURCHASING DIVISION, ON BEHALF OF THE WEST VIRGINIA DEPARTMENT OF ENVIRONMENTAL PROTECTION, IS SOLICITING BIDS FROM QUALIFIED CONTRACTORS FOR A CONTRACT TO PROVIDE ALL LABOR AND MATERIALS FOR THE RECLAMATION OF 31-ACRE ABANDONED MINE PROJECT KNOWN AS THE "VALLEY POINT #2" PROJECT. THE SITE IS LOCATED NEAR MASONTOWN, WEST VIRGINIA, (PRESTON CO.). PREBIDS WILL INVOLVE EXTENSIVE FOOTTRAVEL OVER DIFFICULT TERRAIN AND/OR DURING INCLEMENT WEATHER.  DIRECTIONS TO PREBID:  TRAVEL TO MASONTOWN, PRESTON COUNTY. IN MASONTOWN, TURN ONTO CO. RT. 23 AT THE OLD DRUGSTORE AND PROCEED FOR APPROXIMATELY 3.6 MILES, BEARING RIGHT AT THE FIRST INTERSECTION, TO A 4-WAY INTERSECTION. TURN LEFT AT THIS INTERSECTION ONTO CO. RT. 52 AND PROCEED FOR APPROXIMATELY 0.6 MILES TO A DIRT ROAD ON THE LEFT ACROSS THE MAIN ROAD FROM A WHITE 2-STORY HOUSE, THE LOCATION OF THE PRE-BID IS IN THE FIELD BELOW THE ACCESS TO THE SITE.  CONTACT & PHONE #: GREGG SMITH, 304-457-5271						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 10/04/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLANS & SPECS MAY BE OBTAINED BY THE FOLLOWING METHODS: 1) BY REQUEST, ON CD FROM THE WV DEPT. OF ENVIRONMENTAL PROTECTION, OFFICE OF AML & R, WITH NO CHARGE TO THE CONTRACTOR FOR THE CD OR MAILING. CALL LAWRENCE BURGESS, PH. 304-926-0499, EXT. 1668 OR 304-926-0485 TO ORDER CD.  2) PLANS AND SPECIFICATIONS WILL BE MADE AVAILABLE, ON CD, TO PRINT COMPANIES IN CHARLESTON, CLARKSBURG, AND OTHER AREAS UPON REQUEST. *****THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PRINTING COSTS.*****  *****  AML CONTRACTOR INFORMATION FORM OMB #1029-0119 (EXPIRATION DATE: 01/31/2013) IS ATTACHED. YOU MUST COMPLETE THIS ORIGINAL FORM TO OBTAIN AN AVS DATA EVALUATION TO DETERMINE YOUR ELIGIBILITY AS AN AML CONTRACTOR. THIS IS A REQUIREMENT UNDER 30 CFR 874.16. IF THE ORIGINAL OMB #1029-0119 IS NOT ATTACHED TO THE BIDDING DOCUMENTS YOU CAN CONTACT THE AVS OFFICE AT 800-643-9748 OR WWW.AVS.OSMRE.GOV *****  (1) GUARANTEE AND MAINTENANCE: (A) THE MATERIALS AND WORKMANSHIP AFFECTED BY THE CONTRACTOR ARE SUBJECT TO THE GUARANTEE ESTABLISHED BY CUSTOM OF THE RESPECTIVE TRADES. IN THE ABSENCE OF A TRADE GUARANTEE CUSTOM OR A SPECIAL GUARANTEE PROVISION, THE WORK, BOTH AS TO THE MATERIALS AND WORKMANSHIP, SHALL UPON ACCEPTANCE OF FINAL PAYMENT BY THE CONTRACTOR BE CONSIDERED GUARANTEED BY THE						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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BID OPENING DATE: 10/04/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QTY NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTOR FOR ONE YEAR FROM THE DATE OF THE ACCEPTANCE OF THE WORK. NEITHER THE FINAL ACCEPTANCE NOR THE FINAL PAYMENT SHALL RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR NEGLIGENCE OR FAULTY MATERIALS, AND FOR DEFECTS APPEARING WITHIN THE GUARANTEE PERIOD SHALL BE REMEDIATED AT THE EXPENSE OF THE CONTRACTOR UPON WRITTEN NOTICE.</p> <p>(B) DURING THE ONE-YEAR GUARANTEE PERIOD, THE CONTRACTOR WILL MAINTAIN THE PROJECT TO THE CONDITIONS EXISTING AT THE DATE OF THE ACCEPTANCE OF THE WORK. ANY FAILURES DUE TO THE NEGLIGENCE OR WORKMANSHIP OF CONTRACTOR IN ANY OF THE WORK THAT DEVELOPS DURING THE GUARANTEE PERIOD SHALL BE CORRECTED BY THE CONTRACTOR AT ITS EXPENSE.</p> <p>(C) THE ONE-YEAR GUARANTEE PERIOD SHALL NOT BE CONSTRUED AS BEING AN EXTENSION OF THE PERFORMANCE TIME ALLOTTED FOR WORK UNDER THE CONTRACT.</p> <p>(D) GUARANTEES CONCERNING REVEGETATION MAY BE FURTHER DEFINED IN THE TECHNICAL SPECIFICATIONS CONTAINED HEREIN.</p> <p>(2) IT SHALL BE THE RESPONSIBILITY OF THE SUCCESSFUL VENDOR TO:</p> <p>(A) OBTAIN ALL NECESSARY DIVISION OF HIGHWAYS PERMITS FOR ALL TRANSPORTATION OF EQUIPMENT AND MATERIALS TO AND FROM THE JOB SITE.</p> <p>(B) OBTAIN ANY AND ALL REQUIRED CONSTRUCTION PERMITS OR RELATED JOB PERMITS.</p> <p>(3) TECHNICAL SPECIFICATIONS:                  ALL WORK UNDER THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS PREPARED FOR THE RECLAMATION OF THE "VALLEY POINT #2" PROJECT.                  SAID                  PLANS &amp; SPECS ARE INCORPORATED HERE IN BY REFERENCE</p>						

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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





### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
  - [ | A pre-bid meeting will not be held prior to bid opening.
  - [ | A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

[] A MANDATORY PRE-BID meeting will be held at the following place and time:

September 05, 2012 at 10:00 AM at the site. Instructions and directions on page one (1) of this Solicitation.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: Questions received at Pre-Bid meeting only

Submit Questions to:

N/A

2019 Washington Street, East

P.O. Box 50130

Charleston, WV 25305

Fax:

Email:

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

Department of Administration, Purchasing Division  
2019 Washington Street East  
P.O. Box 50130,  
Charleston, WV 25305-0130

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

## SEALED BID

BUYER: \_\_\_\_\_  
 SOLICITATION NO.: \_\_\_\_\_  
 BID OPENING DATE: \_\_\_\_\_  
 BID OPENING TIME: \_\_\_\_\_  
 FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:  Technical  
 Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

Bid Opening Date and Time: 10/04/2012 at 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division  
 2019 Washington Street East  
 P.O. Box 50130,  
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
  
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_  
and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 365 days.
- One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed
5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
- Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.
  - Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.
  - Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
  - One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.
- BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_ . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

**INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

**Commercial General Liability Insurance:**  
\$1,000,000.00 or more.

**Builders Risk Insurance;** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

West Virginia Contractors License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or



- other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount \_\_\_\_\_ for \_\_\_\_\_. This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.
13. **ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
14. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
15. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
16. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
17. **PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
18. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
19. **DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
20. **INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
21. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's

failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

22. **SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
23. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
24. **CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
25. **WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
26. **TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
27. **APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
28. **COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
29. **PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.

**39. CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

**41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor 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 agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

42. **ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

43. **VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

44. **PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

45. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

46. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
50. **REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@vvy.gov](mailto:purchasing.requisitions@vvy.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five 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

- b. 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.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.



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

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: ATC Group Services Inc. dba ATC Associates Inc

Contractor's License No. WV046583

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts will be governed by the AIA A101-2007 and A201-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
- ii. Name of each subcontractor

- iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
  - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

**ADDITIONAL TERMS AND CONDITIONS (Architectural and Engineering Contracts Only)**

1. **PLAN AND DRAWING DISTRIBUTION:** All plans and drawings must be completed and available for distribution at least five business days prior to a scheduled pre-bid meeting for the construction or other work related to the plans and drawings.
2. **PROJECT ADDENDA REQUIREMENTS:** The Architect/Engineer and/or Agency shall be required to abide by the following schedule in issuing construction project addenda:
  - a. The Architect/Engineer shall prepare any addendum materials for which it is responsible, and a list of all vendors that have obtained drawings and specifications for the project. The Architect/Engineer shall then send a copy of the addendum materials and the list of vendors to the State Agency for which the contract is issued to allow the Agency to make any necessary modifications. The addendum and list shall then be forwarded to the Purchasing Division buyer by the Agency. The Purchasing Division buyer shall send the addendum to all interested vendors and, if necessary, extend the bid opening date. Any addendum should be received by the Purchasing Division at least fourteen (14) days prior to the bid opening date.
3. **PRE-BID MEETING RESPONSIBILITIES:** The Architect/Engineer shall be available to attend any pre-bid meeting for the construction or other work resulting from the plans, drawings, or specifications prepared by the Architect/Engineer.
4. **ALA DOCUMENTS:** Contracts for architectural and engineering services will be governed by the AIA document B101-2007, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein when procured under Chapter 5G of the West Virginia Code.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with West Virginia Code § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

OMB #1029-0119  
Expiration Date: 1/31/13

### AML CONTRACTOR INFORMATION FORM

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

#### Part A: General Information

Business Name: ATC Group Services Inc. dba Cardno ATC Tax Payer ID No.: 46-0399408  
Address: 3 Terri Lane, Suite #4  
City: Burlington State: NJ Zip Code: 08016 Phone: (609) 386-8800  
Fax No.: (609) 386-7951 E-mail address: vik.patel@cardno.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, Vikram S. Patel, have the express authority to certify that:  
(print name)

- Information on the attached Entity Organizational Family Tree (OFT) from AVS is accurate, complete, and up-to-date. 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 must be updated. If you select this option, you must attach an Entity OFT from AVS to this form. Use Part D to provide the missing or corrected information. Sign and date below and complete Part D.
- Our business 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.

<u>10/4/2012</u>	<u>Vikram S. Patel</u>	<u>Vice-President/Area Manager</u>
Date	Signature	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 from the AVS website at <https://avss.osmre.gov>.



AVS OFT Report - 5/20/2011 12:07:04 PM

All OFT's where the selected entity is listed as an entity or related entity

Entity Selected (247640) ATC Group Services Inc dba ATC Associates Inc

Parent Entity	Description	Related Entity	% Ownership	Begin Date	End Date
(247640) ATC Group Services Inc dba ATC As	Senior Vice President	(247651) Alan C Agadoni		2/1/2005	
(247641) ATC Group Holdings Inc	Owner	(247640) ATC Group Services Inc dba ATC As	100%	8/1/2005	
(247640) ATC Group Services Inc dba ATC As	Senior Vice President	(247650) Donald W Beck		2/1/1998	
(247640) ATC Group Services Inc dba ATC As	Assistant Treasurer	(250246) Tanya W Broussard		4/14/2010	
(247640) ATC Group Services Inc dba ATC As	Assistant Treasurer	(247646) Christine Flot		1/1/2003	
(247640) ATC Group Services Inc dba ATC As	Chief Financial Officer	(247653) Paul J Grilio		6/1/1998	
(247640) ATC Group Services Inc dba ATC As	Executive Vice President	(247653) Paul J Grilio		6/1/1998	
(247640) ATC Group Services Inc dba ATC As	Treasurer	(247653) Paul J Grilio		6/1/1998	
(247640) ATC Group Services Inc dba ATC As	Assistant Treasurer	(250245) Stephanie R Jenkins		6/1/2008	
(247640) ATC Group Services Inc dba ATC As	Senior Vice President	(247649) Wendell W Latz		7/1/2003	
(247640) ATC Group Services Inc dba ATC As	Senior Vice President	(247652) Ellen B Miller		11/1/1998	
(247640) ATC Group Services Inc dba ATC As	Secretary	(247652) Ellen B Miller		11/1/1998	
(247640) ATC Group Services Inc dba ATC As	General Counsel	(247652) Ellen B Miller		11/1/1998	
(247640) ATC Group Services Inc dba ATC As	Vice President	(249904) Vikram S Patel		3/1/1998	
(247640) ATC Group Services Inc dba ATC As	Director	(247642) Andrew J Russell		6/1/2002	
(247640) ATC Group Services Inc dba ATC As	Director	(247644) Richard A Sebastiao		7/1/2002	
(247640) ATC Group Services Inc dba ATC As	President	(247654) Robert C Toups		7/1/2002	
(247640) ATC Group Services Inc dba ATC As	Chief Executive Officer	(247654) Robert C Toups		7/1/2002	
(247640) ATC Group Services Inc dba ATC As	Assistant Secretary	(247647) David L Warder		11/1/2002	
(247640) ATC Group Services Inc dba ATC As	Director	(247643) Daniel B Wolf		6/1/2002	
(247640) ATC Group Services Inc dba ATC As	Assistant Treasurer	(247645) Mary Helen New		12/1/2005	6/1/2008
(247640) ATC Group Services Inc dba ATC As	Assistant Secretary	(247648) Jeanne M Davison		1/1/2003	11/3/2010

10-04-2012 11:23AM FROM-ATC BURLINGTON NJ 1-609-386-7951 T-452 P.037/055 F-116

**Part D.**

**Contractor's Business Name:** ATC Group Services Inc. dba Cardno ATC

If the current 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. 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	<u>Christine Flot</u>	Position/Title	<u>Assistant Treasurer</u>
Address	<u></u>	Telephone #	<u></u>
Begin Date:	<u>1/1/2003</u>	% of Ownership	<u></u>
		Ending Date:	<u>11/30/2010</u>
Name	<u>Andrew J Rusell</u>	Position/Title	<u>Director</u>
Address	<u></u>	Telephone #	<u></u>
Begin Date:	<u>6/1/2002</u>	% of Ownership	<u></u>
		Ending Date:	<u>3/7/2012</u>
Name	<u>Richard A. Sebastiao</u>	Position/Title	<u>Director</u>
Address	<u></u>	Telephone #	<u></u>
Begin Date:	<u>7/1/2002</u>	% of Ownership	<u></u>
		Ending Date:	<u>3/7/2012</u>
Name	<u>David L Warder</u>	Position/Title	<u>Assistant Secretary</u>
Address	<u></u>	Telephone #	<u></u>
Begin Date:	<u>11/1/2002</u>	% of Ownership	<u></u>
		Ending Date:	<u>8/31/2011</u>

**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 range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may 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 202 SIB, Constitution Ave., NW, Washington, D.C. 20240.

**Part D.**

**Contractor's Business Name:** ATC Group Services Inc. dba Cardno ATC

If the current 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. Please make as many copies of this page as you require.

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- 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	<u>Daniel E Wolf</u>	Position/Title	<u>Director</u>
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	<u>6/1/2002</u>	Ending Date:	<u>3/7/2012</u>
Name	<u>David M Paholak</u>	Position/Title	<u>Senior Vice-President</u>
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____
Name	<u>Ashley L. Foti</u>	Position/Title	<u>Assistant Secretary</u>
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____
Name	<u>Karen T. Rieken</u>	Position/Title	<u>Assistant Secretary</u>
Address	_____	Telephone #	_____
	_____	% of Ownership	_____
Begin Date:	_____	Ending Date:	_____

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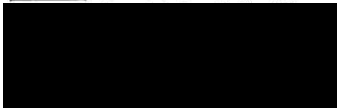



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- Every partner, if your business is a partnership;
- Every member and manager, if your business is a limited liability company; and
- Any other person(s) who has the ability to determine the manner in which the AML reclamation project is being conducted.

Name	<u>Akhtar Zaman</u>	Position/Title	<u>Assistant Secretary</u>
Address		Telephone #	_____
Begin Date:	_____	% of Ownership	_____
		Ending Date:	_____
Name	<u>Heidi A. Piotrowicz</u>	Position/Title	<u>Assistant Treasurer</u>
Address		Telephone #	_____
Begin Date:	_____	% of Ownership	_____
		Ending Date:	_____
Name	<u>Robert C. Toups</u>	Position/Title	<u>Director</u>
Address		Telephone #	_____
Begin Date:	_____	% of Ownership	_____
		Ending Date:	_____
Name	<u>Michael J. Renshaw</u>	Position/Title	<u>Director</u>
Address		Telephone #	_____
Begin Date:	_____	% of Ownership	_____
		Ending Date:	_____

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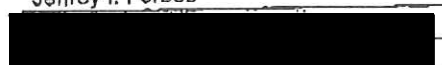
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- All Directors;
- All persons performing a function similar to a Director;
- Every person or business that owns 10% or more of the voting stock in your business;
- Every partner, if your business is a partnership;
- Every member and manager, if your 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 Andrew D. Buckley Position/Title Director  
 Address  Telephone # \_\_\_\_\_  
 % of Ownership \_\_\_\_\_  
 Begin Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

Name Jeffrey I. Forbes Position/Title Director  
 Address  Telephone # \_\_\_\_\_  
 % of Ownership \_\_\_\_\_  
 Begin Date: \_\_\_\_\_ Ending Date: \_\_\_\_\_

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

Name \_\_\_\_\_ Position/Title \_\_\_\_\_  
 Address \_\_\_\_\_ Telephone # \_\_\_\_\_  
 % of Ownership \_\_\_\_\_  
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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 range from 15 minutes to 1 hour, with an average of 22 minutes per response, including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may 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 202 SR, Constitution Ave., NW, Washington, D.C. 20240.

WV-75  
Created 07/18/12



State of West Virginia

## PURCHASING DIVISION

### Construction Bid Submission Review Form

*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

#### Errors That Shall Be Reason for Immediate Bid Disqualification

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

#### Errors that May Be Reason for Bid Disqualification Before Contract Award

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).

Agency Lockton Companies, LLC  
REQ.P.O.# DEP15983

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, ATC Group Services Inc. dba Cardno ATC  
of 3 Terri Lane, Suite No. 4, Burlington, NJ 08016, as Principal, and American Safety Casualty Insurance Company  
of 100 Galleria Parkway, Suite 700, Atlanta, GA 30339, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of Atlanta, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent Greatest Amount Bid (\$ 5% GAB) 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  
Reclamation of 31-Acre Abandoned Mine Project known as "Valley Point #2"

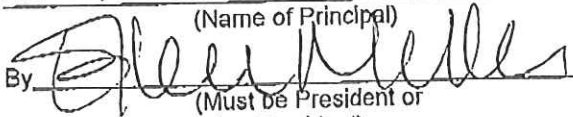
**NOW THEREFORE,**

(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.

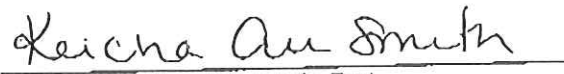
The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Oblige may accept such bid, and said Surety does hereby  
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations  
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
28th day of September, 2012.

Principal Corporate Seal

ATC Group Services Inc. dba Cardno ATC  
(Name of Principal)  
By   
(Must be President or  
Vice President)  
Ellen Miller  
Senior Vice President  
(Title)

Surety Corporate Seal

American Safety Casualty Insurance Company  
(Name of Surety)  
  
Keicha Ann Smith, Attorney-in-Fact

**IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.**



NUMBER  
ASB-536004

### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints JON DOUGLAS BURNHAM, JOHN A MARTINEZ, KEICHA ANN SMITH, FLORENCE MCCLELLAN, ROBERT BOBO, ANGELA P. HYLE, KRISTIN HAGER

its, true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

#### ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

**\*\*\*THREE MILLION\*\*\*(\$3,000,000.00) DOLLARS\*\*\***

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 6<sup>th</sup> day of August, 2009.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

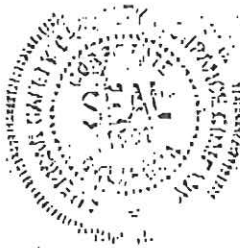
RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the company when: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 6<sup>th</sup> day of August, 2009

Attest:

Ambuj Jain  
Ambuj Jain



Joseph D. Scolo, Jr.  
Joseph D. Scolo, Jr.

STATE OF GEORGIA )  
COUNTY OF COBB )

On this 6<sup>th</sup> day of August, 2009, before me personally came Joseph D. Scolo, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

JAMI BAILEY  
Notary Public, Hall Co., GA  
My Commission Expires Aug. 13, 2012

Jami Bailey  
Jami Bailey, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this 28th day of September, 2012



Ambuj Jain  
Ambuj Jain

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED WITH IED NUMERICAL NUMBERS  
DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL



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

STATE OF New Jersey

COUNTY OF Burlington, TO-WIT:

I, Vikram S. Patel, after being first duly sworn, depose and state as follows:

1. I am an employee of ATC Group Services Inc. dba Cardno ATC; and,  
(Company Name)

2. I do hereby attest that ATC Group Services Inc. dba Cardno ATC  
(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.

ATC Group Services Inc. dba Cardno ATC  
(Company Name)

By: Vikram S. Patel  
Vikram S. Patel

Title: Vice-President / Area Manager

Date: 10/4/2012

Taken, subscribed and sworn to before me this 4th day of October.

By Commission expires 3/27/2015

**DONNA L. HAY**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 3/27/2015

(Seal)

Donna L. Hay  
(Notary Public)

**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.**

RFO No. DEP15983

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: 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.

**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.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form of business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form of 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.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

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.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: ATC Group Services Inc. dba Cardno ATC

Authorized Signature: *Vikram S. Patel* Date: 10/4/2012

State of New Jersey

County of Burlington, to-wit:

Taken, subscribed, and sworn to before me this 4th day of October, 2012.

My Commission expires 3/27, 2015.

AFFIX SEAL HERE

**DONNA L. HAY** NOTARY PUBLIC  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 3/27/2015

*Donna L. Hay*

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

ATC Group Services Inc. dba Cardno ATC  
(Company)

Vikram S. Patel (Vice-President / Area Manager)  
(Representative Name, Title)

(609) 386-8800 / (609) 386-7951  
(Contact Phone/Fax Number)

10/4/2012  
(Date)



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/02/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX Office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C, No. Ext): (866) 283-7122	FAX (A/C, No.): (847) 953-5390	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> ATC Group Services, Inc. Cardno ATC ATC Associates, Inc. 221 Rue de Jean Suite 200 Lafayette LA 70508 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: New Hampshire Ins Co		23841
	INSURER B: National Union Fire Ins Co of Pittsburgh		19445
	INSURER C: Chartis Specialty Insurance Company		26883
	INSURER D: Commerce & Industry Ins Co		19410
	INSURER E:		
INSURER F:			

**COVERAGES** **REVISION NUMBER:**  
**CERTIFICATE NUMBER: 570047758076**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability is Included <input checked="" type="checkbox"/> General Agg. apply per Project GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG			PROP11781522 General Liability	09/30/2012	09/30/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
A	AUTOMOBILE LIABILITY			3582949 Auto (A05) 2714604 Auto (MA)	09/30/2012	09/30/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$10,000			PROJ11781566 Umbrella	09/30/2012	09/30/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N	WC 025842893 Workers Comp (A05) WC 025842892 Workers Comp FL	09/30/2012	09/30/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
C	Contractor Prof			PROP11781522 Professional Liability	09/30/2012	09/30/2013	Aggregate \$2,000,000 Per Incident \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Behind, if more space is required)  
 Evidence of Insurance.

<b>CERTIFICATE HOLDER</b>  ATC Group Services Inc. dba CARDNO ATC 3 Terri Lane, Suite 4 Burlington NJ 08016 USA	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest Inc.</i>

Holder Identifier :  
Certificate No : 570047758076







# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/02/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Aon Risk Services Southwest, Inc. Houston TX office 5555 San Felipe Suite 1500 Houston TX 77056 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122	<b>FAX (A/C. No.):</b> (847) 953-5390	
	<b>ADDRESS:</b> PRODUCER CUSTOMER ID #: 570000051836		
<b>INSURED</b> ATC Group Services, Inc. Cardno ATC ATC Associates, Inc. 221 Rue de Jean Suite 200 Lafayette LA 70508 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b> 19437
	INSURER A: Lexington Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

CERTIFICATE NUMBER: 570047758074

REVISION NUMBER:

### COVERAGES

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY (Attach ACO(D 101, Additional Remarks Schedule, if more space is required)  
Evidence of Insurance.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY	DEDUCTIBLES					
A	<input checked="" type="checkbox"/>	PROPERTY	038421977	09/30/2012	09/30/2013	BUILDING	
		CAUSES OF LOSS	15M Property			PERSONAL PROPERTY	
		<input type="checkbox"/> BASIC				BUSINESS INCOME w/o Extra Expense	
		<input type="checkbox"/> BROAD				EXTRA EXPENSE	\$1,000,000
		<input checked="" type="checkbox"/> SPECIAL				RENTAL VALUE	
		<input type="checkbox"/> EARTHQUAKE				BLANKET BUILDING	
		<input type="checkbox"/> WIND				BLANKET PERS PROP	
		<input type="checkbox"/> FLOOD				BLANKET BLDG & PP	
						Valuable Papers & Re	\$1,000,000
						Loss Limit	\$15,000,000
		<input type="checkbox"/> INLAND MARINE	TYPE OF POLICY				
		<input type="checkbox"/> CAUSES OF LOSS	POLICY NUMBER				
		<input type="checkbox"/> NAMED PERILS					
		<input type="checkbox"/> CRIME					
		<input type="checkbox"/> TYPE OF POLICY					
		<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### CERTIFICATE HOLDER

ATC Group Services Inc.  
dba CARDNO ATC  
3 Terril Lane, Suite 4  
Burlington NJ 08016 USA

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Southwest, Inc.*

Holder Identifier :

CERTIFICATE NUMBER: 570047758074

**Attachment to ACORD Certificate for ATC Group Services, Inc.**

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

**INSURED**

ATC Group Services, Inc.  
 Cardno ATC  
 ATC Associates, Inc.  
 221 Rue De Jean  
 suite 200  
 Lafayette LA 70508 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	PROPERTY	038421977 154 Property	09/30/2012	09/30/2013	business income &	\$11,599,200

Certificate Number : 570047758074

STATE OF WEST VIRGINIA  
State Tax Department  
P. O. Box 2666  
Charleston, WV 25324-2666



Joe Manchin III, Governor

Craig A. Griffith, Tax Commissioner

ATC ASSOCIATES INC  
600 W CUMMINGS PARK STE 5500  
WOBBURN MA 01801-6397

Letter ID: L0746781440  
Issued: 07/13/2010

**RE: Business Registration Certificate**

The West Virginia State Tax Department would like to thank you for registering your business. Enclosed is your Business Registration Certificate. This certificate shall be permanent until cessation of business or until suspended, revoked or cancelled. Changes in name, ownership or location are considered a cessation of business; a new Business Registration Certificate and applicable fees are required. Please review the certificate for accuracy.

This certificate must be prominently displayed at the location for which issued. Engaging in business without conspicuously posting a West Virginia Business Registration Certificate in the place of business is a crime and may subject you to fines per W.Va. Code § 11-9.

When contacting the State Tax Department, refer to the appropriate account number listed on the back of this page. The taxes listed may not be all the taxes for which you are responsible. Account numbers for taxes are printed on the tax returns mailed by the State Tax Department. Failure to timely file tax returns may result in penalties for late filing.

Should the nature of your business activity or business ownership change, your liability for these and other taxes will change accordingly.

To learn more about these taxes and the services offered by the West Virginia State Tax Department, visit our web site at [www.wvtax.gov](http://www.wvtax.gov).

Enclosure

11L006 v.3

Taxpayer Services Division ■ P.O. Box 3784 ■ Charleston, WV 25337-3784  
(304) 558-3333 ■ Toll Free (800) 982-8297 ■ [www.wvtax.gov](http://www.wvtax.gov)

# WEST VIRGINIA STATE TAX DEPARTMENT BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:  
**ATC GROUP SERVICES INC  
DBA ATC ASSOCIATES INC  
600 W CUMMINGS PARK 5500  
WOBURN, MA 01801-6397**

BUSINESS REGISTRATION ACCOUNT NUMBER: **1030-2066**

This certificate is issued on: **07/13/2010**

*This certificate is issued by  
the West Virginia State Tax Commissioner  
in accordance with Chapter 11, Article 12, of the West Virginia Code*

*The person or organization identified on this certificate is registered  
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.  
This certificate shall be permanent until cessation of the business for which the certificate of registration  
was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new  
certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.  
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of  
this certificate displayed at every job site within West Virginia.

# CONTRACTOR LICENSE

Authorized by the

## West Virginia Contractor Licensing Board

**Number:** WV046583

**Classification:**  
EXCAVATION

ATC GROUP SERVICES INC  
DBA ATC ASSOCIATES INC  
3 TERRI LANE STE #4  
BURLINGTON, NJ 08016

**Date Issued**  
APRIL 05, 2012

**Expiration Date**  
APRIL 05, 2013



Authorized Company Signature



Chair, West Virginia Contractor  
Licensing Board

### WEST VIRGINIA CONTRACTOR LICENSING BOARD

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





**ATC Group Services Inc. transitions to Cardno ATC**

For many years, ATC has been a valued partner, focused on helping our clients achieve their project goals. This past March, ATC joined forces with global environmental and professional services leader, Cardno. Cardno delivers physical, social, and economic infrastructure services worldwide. With ATC, Cardno employs approximately 7,500 staff in over 300 offices worldwide. 4,500 of those staff are within the U.S.

On October 1st, our "doing business as" name transitions to Cardno ATC to reflect the comprehensive global network to which we are now a part. Please note that it is business as usual other than the rebranding of our name. Existing contracts can remain unchanged, our FEIN has not changed and most importantly the leadership and staff will remain.

Being part of the Cardno family allows us to access more domestic and international markets for our clients and further expands the suite of services we can offer to you. To learn more about our expanded service offerings, visit [www.cardno.com](http://www.cardno.com).

We appreciate your loyalty and support, and look forward to continuing to work together.

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